



**MEMORANDUM OF UNDERSTANDING REGARDING THE
ALLAPATTAH, FL OFFICE RENOVATION**

This agreement is entered into by and between the Social Security Administration (hereafter referred to as the Employer) AND the American Federation of Government Employees, Local 2014 AFL-CIO (hereafter referred to as the Union), regarding the permanent renovation of the Allapattah, FL Office.

I. GENERAL PROVISIONS, SPACE RENOVATIONS

- 1) The Employer shall ensure, to the extent it is within its discretion, that all aspects of the office space design and floor plan layout conform to all federal, state, and local laws and regulations.
- 2) It is understood that any prior benefits and practices and understandings which were in effect on the effective date of this agreement and which are not specifically covered by this agreement and do not detract from it shall not be changed except in accordance with 5 USC 71.
- 3) The Employer shall provide the Union with available color and style samples for the tile (floor and wall), carpet, paint, pocket doors, and counter tops. The Union will then poll employees and provide the Employer with the choices selected. The Employer will honor those choices presented by the Union and give them to the lessor.

II. SCHEDULING THE RENOVATION

- 4) The Employer agrees to request a written work schedule of the relocation and make it available to the Union as soon as it is secured from the Field Service Section (FSS). The schedule will also be posted on the Employer's bulletin board. Any changes will be given to the Union.
- 5) In accordance with Art. 31, Sect. 3b, the Employer will take the necessary precautions to ensure the health and safety of the employees, which may include excused absences and/or detailing to another office with reimbursement for travel expenses, as appropriate. All employees shall be notified in advance when construction is planned for work hours. In compliance with Article 9, Appendix B, Section G, the employer will:
 - a) Isolate areas if renovation, painting, carpet laying, pesticide application, etc., from occupied areas that are not under construction.
 - b) Perform this work during evenings and weekends and ensure that contaminated concentrations are sufficiently diluted prior to occupancy.
 - c) Supply adequate ventilation during and after completion of work to assist in dilution of the contaminant level.

- d) In leased space the Employer will work with the lessor and/or GSA in order to achieve and maintain these standards.
- 6) Requests by employees with known allergies will be honored by temporary assignment to an alternate office.

III. EMPLOYEE ISSUES

- 7) The office renovation will not diminish or render inequitable the access of current or future handicapped employees to necessary equipment, furniture, facilities, or general office space.
- 8) Employees will be permitted to personalize their workstations, consistent with Art1, Sect 2 of the National Agreement. Nothing should be placed on top of the overhead storage.
- 9) There will be no loss of lunch room facilities.
- 10) Local 2014 shall have space for a Union Bulletin Board in a mutually agreeable visible location, equal in size to the current space. The Union Bulletin Board shall be hung within ten work days after the renovation. The Union will be allowed to purchase (with its own funds/ or will be provided one from existing stock) a union bookcase (approximately 3' x 3' x 1') to be placed under or near the Union bulletin board.
- 11) Prior to employee occupancy of the new space, the space will be vented sufficiently to remove fumes resulting from painting and carpet installation as required by Article 9, Appendix B, Section G.
- 12) There will be no loss in the number of drinking fountains.
- 13) Private space in the Private Interview Room will be made available upon request by the Union for confidential discussions and/or conducting union business on an as needed basis when available. The Private Interview Room will be equipped with a LAN ergonomic desk (provided no employee will be thereby disadvantaged), and a telephone. Additionally, the Employer reaffirms the right of employees to privacy in accordance with agency guidelines and any higher-level agreements.
- 14) Consistent with internal security considerations, the Employer shall notify the Union within 24 hours, to the extent feasible, of incidents that involve loss of master keys, attempted break-ins, etc., to the extent that the Employer is aware of such incidents.
- 15) All employee adjudicating workstations, to the maximum extent possible and consistent with the needs of the Agency, will be situated in such a manner as to preclude direct view from the public.
- 16) Between 10 and 30 days after the renovation, a joint Health and Safety inspection will be conducted using form SSA-5510 to evaluate any possible health and safety issues. Special emphasis will be placed on ensuring that proper and professional housekeeping is being performed. This inspection shall

be in addition to the twice yearly regularly scheduled inspections. The Union Local President shall be provided advance notice of this inspection.

- 17) The Employer agrees to provide cleaning supplies for chairs, cabinets, tables, bookcases, VDTs, computers, and desks now in use. In addition, the Employer agrees to provide screen wipes or other suitable screen cleaner for VDT screens to allow employees to maintain optically clear and static free screens.
- 18) The location of the First Aid kit shall be made known to employees immediately upon relocation. Additionally, the office shall maintain a working radio and flashlight.
- 19) Current practices regarding FO employees' participation in and/or sponsoring of events will not be changed as a result of the renovation. Notice and bargaining on any such change would be subject to Article 4 of the National Agreement.
- 20) The Employer has no intention to change break, lunch, or flextime schedules of FO employees as a result of this renovation. Notice and bargaining on any such change would be subject to Article 4 of the National Agreement.

IV. EMERGENCY READINESS

- 21) Within 15 days of renovation the Employer will conduct a Fire Drill to include employee knowledge of location of fire extinguishers and emergency evacuation.
- 22) Special SSA Standards as they relate to occupational safety, health, and fire standards will be recognized as SSA standards for SSA facilities.
- 23) A copy of the emergency evacuation plan shall be distributed to all employees as changes occur.
- 24) All telephones shall be labeled with emergency phone numbers for police, fire, and any other emergencies.

V. WORK STATIONS

- 25) Employees with special needs stemming from factors such as height, weight or disability will be accommodated on a case-by-case basis.
- 26) Current office practice with respect to consumption of food and drink will remain unchanged at the permanent workstation. Employees will not consume food or drink while interviewing the public at the Reception and FEI areas.
- 27) All workstations shall be equipped with an ergonomic chair per Article 9, Appendix A, C, 4 of the National Agreement. The chair shall adjust for seat height and backrest height. Document holders, foot rests, wrist rests and mouse pads shall be provided for each employee as requested per Article 9, Appendix A, C, 2, e of the National Agreement. When appropriate management will comply with legitimate requests and needs for reasonable accommodation that will allow them to work at the FEI workstation.

- 28) Training on ergonomics shall be conducted to inform employees of the proper use of the ergonomic workstations, the hazards associated with VDT's, and the early signs and symptoms of cumulative stress disorders. This will ensure comfort of users, prevention of injuries, early reporting of potential problems, and proper intervention.
- 29) It is management's intent to have mail delivered and not to assign any mail pick-up or drop-off mail duties outside of the building to any bargaining unit employees. An exception may be made for a volunteer and a backup to take designated mail to the Post Office Box in front of the office. This should be limited to once or twice a day in accordance with pickup time schedules posted on the box. It should only be done while the security guard is present and watching.

VI. PARKING

- 30) The Employer will maintain, to the extent possible, adequate parking for employees, at no cost to employees if feasible. If there is a loss of adequate parking:
 - a) Disabled employees will receive preference.
 - b) Then other employees shall be assigned parking spaces in order of service comp date, with oldest date receiving preference; or the parties will reach an alternative agreement, consistent with current national agreements, through consultation and/or negotiation per Article 4 of the National Agreement.
 - c) When there is a change in the method of assigning parking spaces, it will be put in writing and distributed to all office employees.

VII. HVAC (HEATING, VENTILATION, AND AIR CONDITIONING SYSTEM)

- 31) As a minimum, ASHRAE requirements for fresh air Standard 62—1989 shall be observed, ensuring at least 20% fresh air circulation (20 cubic feet per minute.)
- 32) The HVAC system shall be tested and inspected within 60 calendar days after relocation is completed.
- 33) The Agency will make every reasonable effort to ensure that within 60 calendar days after relocation, the office shall be tested for the following: (including but not limited to)
 - a) carbon dioxide
 - b) formaldehyde
 - c) ozone
 - d) humidity

- e) When this is done, and the results are available, the AFGE Local Representative will be given a copy.

VIII. IMPLEMENTATION OF THE AGREEMENT

- 34) The Employer will provide copies of *this MOU* to all bargaining unit employees in the office within 30 calendar days after signing of this agreement. A staff meeting will be held with the employees within 10 days following distribution to review the MOU.
- 35) It is expressly understood that no rights of any bargaining-unit employee or the Union or management have been waived, either explicitly or implicitly, by this agreement.
- 36) If the Employer proposes to change the floor plan it will give the Union notice and an opportunity to bargain.
- 37) The parties agree to reopen negotiations on any item in this MOU that is rejected upon the Employer's review pursuant to 5 USC 7114 (c).
- 38) This agreement in no way shall be construed to detract from any rights provided the employees or the Union under any provision of the statute, National Agreement, or any other MOU's.
- 39) The Employer will conform with the floor plan layout, design, and arrangements as shown and initialed by the Union and the Employer, and/or otherwise addressed in this agreement, and will not substitute different designs or products that differ from those agreed upon.

IX. FLOORPLAN AND BUILD OUT SECURITY CONSIDERATION

- 40) The **Memorandum of Understanding, Field Office Relocation, Renovation and Redesign, Atlanta Region** will be followed. In addition the local issues contained in this MOU and floorplan which have been agreed to between the Union and management will also be followed.
- 41) Solid core pocket doors will be installed in each reception and Front End Interviewing (FEI) window. These doors should have a professional look, recessed with no visible gaps. In addition, a clear Mylar-like barrier (at least 3/8 inch thick) will be installed in each reception and Front End Interviewing (FEI) window, flush with or bolted to the public side surface of the window frame, with a four inch diameter circular opening at the appropriate height for conversation, a three inch high slot at the bottom for passing documents, and suitable air-exchange openings at or near the top. The windows will have a microphone setup at least equal in audio quality to that installed in the Miami Beach office. All windows also should be equipped with a PA system for calling and directing interviews.
- 42) No computer will be installed at the standup window. This is for receiving documents only. If a discussion begins, the interviewer will take the claimant to an FEI station.

- 43) Privacy dividers will be constructed on the public side of the reception windows. The counter on the public side will be 15 inches wide.
- 44) Security cameras will be located to cover the area outside the public entrance to the waiting room, with a monitor at the guard station.
- 45) Emergency exits will be unlocked from the inside during all time the office space is occupied and will have a push-bar release mechanism.
- 46) To the extent possible, IWS-LAN wiring will be of sufficient length so that the CPUs can be placed on the floor and employees may choose the side of the power table on which to place the monitor and keyboard.
- 47) Any and all external windows other than brick glass will be tinted.
- 48) Employees will be encouraged to take their ergonomic chairs to IVT training.

FOR THE UNION:

FOR THE EMPLOYER:

Doreen Seidel

Vivian King

Carol Mc Phee

Steve Weintraub