

ARTICLE 3 UNION USE OF AGENCY FACILITIES AND SERVICES

Section 1. Meeting Space

The Employer will provide the Union reasonable use of meeting/conference rooms on a space available basis during working hours. The Union will comply with all security and housekeeping rules. The Union will follow established procedures for reserving meeting space.

Section 2. Office Space and Furniture

- A. The Employer will continue to provide the Union use of a dedicated office space and furniture in the current location until the Agency has to undergo space reduction.
- B. Should the Agency undergo space reduction, the parties understand the Union may be asked to reduce space which is subject to negotiations.
- C. The Employer will provide the Union with one lockable filing cabinet for storage of Union documents.

Section 3. Union Access to Government Equipment and Software

- A. The Union will be granted reasonable use, of the Employer's equipment available to all staff; examples include copiers, scanners, and printers. for union representational activities.
- B. Union representatives may use their government assigned equipment and software; examples include computer (which may be a laptop), telephone, and voicemail, email and Microsoft Teams (or equivalent) for representational activities.
- C. The Employer will provide the Union with a dedicated telephone number and corresponding voicemail for their use.

Section 4. Use of Email

The Union recognizes that the email system is the property of the employer. In addition:

- A. Use by the Union will be restricted to representational purposes pursuant to 5 USC Section 7101 et. seq. The Union may communicate with its entire bargaining unit but may not send mass mailers to the entire Region and/or Agency.
- B. Email attachments may need to be limited based on the Agency information technology systems. For large attachments, the union will use a link to OneDrive or a comparable tool. The Agency will provide reasonable IT support to enable a link. The Union will limit its email communications to those employees who have a relevant interest in the subject matter.

- C. The Union will ensure that no email will violate law or security. The Union agrees not to post/email scurrilous or defamatory material/messages.
- D. The Union is subject to the same standards that apply to all users as established by EPA Policy.

Section 5. Bulletin Boards

- A. The Union may continue to use the bulletin boards provided for their exclusive use on each floor of the 75 Hawthorne Street, Regional Office where bargaining unit employees are located. The Union will have keys to the bulletin board and will coordinate with the employer to secure keys to the bulletin boards to the extent it is missing such keys.
- B. The Union will ensure that no posting will violate law or security or contain defamatory material or material maligning the integrity of any individual, the Employer, or the Federal Government.
- C. The Employer agrees not to post any of its own materials in the Union bulletin boards.

Section 6. Mail Distribution

The Union may use the Employer's interoffice mail system (physical mail) for representational correspondence with bargaining unit employees, representatives, the Agency, and grievants. It is understood the interoffice mail system will not be used for mass mailings of any kinds. The Union may receive U.S. Postal Service mail or private express mail services addressed to the Union at Regional Office located at 75 Hawthorne Street. The Employer will make best efforts not to open mail addressed specifically to the Union.

Section 8. Authorized Representatives

Authorized representatives of the Engineers and Scientists of California who are not employed by EPA, Region 9, and have business to conduct at EPA, Region 9 offices, shall notify the Employer in advance of such business or visit. The ESC visitor will abide by appropriate rules and security requirements. Activities concerning internal Union business (e.g. membership programs/drives) will take place during non-work time.

Section 9. Distribution of Collective Bargaining Agreement

- A. The Employer shall provide the Union with 5 bound copies of the parties' Collective Bargaining Agreement to review during the ratification process.
- B. The Employer will provide the Union with an electronic copy of the Collective Bargaining Agreement.

- C. If requested by a visually challenged employee, the Employer will provide a copy of the Collective Bargaining Agreement in an alternative format, e.g. Braille or an electronic copy of this Collective Bargaining Agreement that is accessible to visually impaired employees and, thus, complies with the Rehabilitation Act, 29 U.S.C. § 701, et seq.

Section 10. Union information on EPA Intranet

The Employer will maintain an easily available intranet page that provides Union officials' contact information and the current Collective Bargaining Agreement and other current agreement(s) between the parties. Union official contact information will include their name, telephone numbers (if any), and e-mail address. When the Union provides the Employer with updated contact information for their representatives, the Employer will update the intranet page containing that information within a reasonable time.

Section 11. Ballot Box Elections

The Employer will provide the Union with a reasonable amount of space, such as a conference room, to conduct ballot box elections.

Section 12. Chapter Newsletter

Subject to the requirements of this article regarding email distribution, the Union may electronically distribute their Chapter's newsletters.

FOR ESC:

FOR EPA: