**ARTICLE 10**

**Facilities and Services**

**Section 1 Union Access to Employer Space**

A. Upon advanced notice that a union officer or steward needs additional space to conduct his or her representational duties, the Employer will provide the Union on an as needed basis with reasonable access to available enclosed space affording privacy.

B.

~~1. The Employer will attempt to provide the Union a reasonable amount of space after duty hours, if available, on a periodic basis to conduct ballot box elections and referenda pursuant to its by-laws. Such availability will be determined by whether or not work functions of the office will be disrupted. Such requests must be made at least seven (7) calendar days in advance of its projected need.~~

~~2. Enclosed union office space will be provided in the hearing office where the Chapter President is employed for the conduct of legitimate union business. That office will be in addition to the office the Chapter President has pursuant to his or her duties as an employee and be of at least the same size as other NTEU employee offices in that hearing office (but not less than one hundred and twenty (120) square feet). However, in the unlikely event that an additional office is not available in a hearing office, the parties will discuss alternate arrangements for providing space to the Chapter President. In such circumstances, the Agency will make every reasonable effort to provide an additional private office.~~

~~The office will be outfitted with a desk, chairs, a door lock, lockable file cabinet, phone with conferencing capability, and, within a reasonable time, the latest computer hard and software otherwise available to unit employees. In-lieu-of an office, Management may locate the Chapter President in a vacant ALJ office until one becomes available and without creating any union entitlement to that kind of office.~~

~~3. Upon request, union officers and stewards will be provided a lockable file cabinet.~~

~~4. Upon request from a union officer or steward, the Agency will provide reasonable access to agency facilities during non-duty hours.~~ **Unless specifically authorized by this Agreement, the only space, furnishings and equipment authorized for use by a designated taxpayer-funded union time user in the performance of representational duties is the space, furnishings, and equipment allocated to the designated taxpayer-funded union time user by virtue of his/her official agency position of record.**

**Section 2**

A. Union representatives may use Employer telephone system~~,~~ **and** computers ~~and photocopiers, at no cost to the Union~~, in connection with labor-management business, provided that the work process of the Employer has priority as to the use of the facilities.

Union representatives may use their own personal computers, printers, and paper (or the Union's) at work in connection with labor-management business provided they are on approved ~~official time~~ **taxpayer-funded union time**; or, for internal union business, provided the Union Representative is on non-duty time, complies with Agency policy on use or personal computers/printers, and such use does not interfere with work activities of the Employer. The Parties agree the Employer will not be held responsible for loss, damage, or theft of such equipment while on government owned or leased property or while employees are engaged in such use of their personal property.

B. Union officials will have reasonable access to existing fax machines, E-mail~~, and, consistent with Postal Regulations, the regular U.S. Mail system of the hearing office~~ for the purpose of communicating with (a) management officials, (b) other union officials, or (c) employees concerning representational matters. ~~An employee will, upon request, be provided with reasonable access to existing fax machines, E-mail, and the regular U.S. Mail system of the Hearing Office to communicate with Union officials concerning representational matters. With prior supervisory approval, union officials and employees may also utilize commercial delivery services for these reasons in those instances where comparable services are not offered by the U.S Mail system or where commercial delivery services are more economical.~~

**Section 3**

A. ~~Upon request, the Employer will provide the Union with existing bulletin board space. Furthermore, it will permit the Union to post its own bulletin board at an appropriate location. It is agreed that material to be posted shall conform to the constraints outlined in paragraph B below.~~

B. The Employer will permit the Union to distribute union literature in work areas during non-work times. Such literature must not be libelous or slanderous to a government official. In addition, the Union may distribute literature in work areas during the working hours of the employees as long as the distribution does not disrupt the flow of work. Where the Union distributes literature in work areas on work time, the person distributing must do so on his/her own time or appropriate leave.

C. The Employer agrees to list the name, hearing office, and telephone number of the Chapter's National Officers, Regional Vice-Presidents, and Stewards in the Employer's telephone directory when such information is provided by the Union.

**Section 4**

~~Each steward, designated representative, and Chapter Officer, as well as the employee(s) exercising their rights pursuant to this Agreement shall be permitted to utilize the long distance system servicing their duty station. No other usage (such as, but not limited to, internal union business, solicitation of members, etc.) is authorized by this section. Use of the long distance phone service shall be limited in duration to periods not exceeding thirty (30) minutes per telephone call. However, calls expected to exceed thirty (30) minutes in duration require advance permission from his or her immediate supervisor.~~

**~~Section 5~~**

~~A. In view of the Parties' agreement to encourage the use of telephones for conducting labor management relations, the following will apply to all Chapter Officers and Stewards to the extent possible with existing technology:~~

~~1. A single line hook-up in their work area;~~

~~2. Telephone features or services which the Union has/had such as individual telephone numbers, call forwarding, hold buttons;~~

~~3. The Employer will not assume responsibility for maintenance of Union-owned supplemental equipment; and~~

~~4. The Employer will meet this obligation in the most cost effective way.~~

~~B. Considering the national character of the bargaining unit and the relative isolation of work sites of employees, the availability of confidential phone service is essential for union officials to carry out their duties as mandated by statute, regulation, rule, and contract.~~