

**SSA GENERAL COMMITTEE**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO**

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*Representing over 40,000 SSA employees across the nation, Puerto Rico and Pacific Islands*

c/o SSA OHO  
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Springfield, MA 01103  
Richard.Couture@ssa.gov

VIA ELECTRONIC MAIL

February 25, 2026

Eddie Taylor  
Labor Management and Employee Relations  
Social Security Administration  
6401 Security Blvd.  
Baltimore MD 21235  
[Eddie.Taylor@ssa.gov](mailto:Eddie.Taylor@ssa.gov)

RE: Union-Management Grievance over Badge-in, Badge-Out (BIBO) Policy

Dear Mr. Taylor:

This document constitutes a union-management grievance filed electronically pursuant to Article 24, Section 10 of the 2019 SSA-AFGE National Agreement. This grievance is timely.

BACKGROUND

On November 25, 2025, the Agency provided the Union with an “informational notice” stating that the Agency would begin requiring employees to “badge in” and “badge out” (or “BIBO”) of agency space using their HSPD-12 cards (also known as PIV cards), effective December 1, 2025. The stated purpose of the policy was to improve space utilization and operational efficiency pursuant to the Utilizing Significant Emissions with Innovative Technologies (USE-IT) Act. The notice stated that offices with existing entrance card readers would require employees to “badge out” using the entrance reader until such time as an exit reader could be installed, and that offices without card readers would receive “Pelican Suitcase with Reader” equipment until card readers could be installed. The notice stated that BIBO would not replace existing procedures for time and attendance.

On November 25, 2025, the Union submitted a bargaining demand and request for a briefing.

On December 9, 2025, the Agency provided a briefing on BIBO. The Agency clarified that it was implementing BIBO pursuant to Section 2302 (Utilizing Space Efficiently and Improving Technologies Act) of the Thomas R. Carper Water Resources Development Act of 2024, which requires federal agencies to implement technological methods to measure agency space usage. However, the Agency stated, for the first time, that it intended to use BIBO for security purposes, such as to identify to local managers which employees were in local space in the event of emergencies and to tailor MENS alerts to those workers. The Agency stated that the BIBO requirement only applied to the first entrance and final exits of the day, unless employees already work in facilities with card readers for space access (instead of cypher locks). The Agency asserted that line managers would not have access to BIBO data, except for the information that was shared in MENS, and that SSA would only maintain aggregate BIBO data at the national level for the purpose of assessing space utilization. The Union expressed its significant concerns with the use of BIBO data to monitor employees and with the inherent safety risk of field and hearing offices that lack exit readers or Pelican suitcases having to badge out using an entrance reader at the end of the day, among other issues.

On December 17, 2025, the Union submitted an information request under 5 USC 7114(b)(4) seeking a list of SSA installations occupied by AFGE bargaining unit employees and the types of PIV card readers at each site. The Union needed the information to negotiate safety measures, especially for locations without an exit reader. The Union expressed its concern as follows:

*[Using the entrance reader as an exit reader] poses a serious safety impact for bargaining unit employees, because using the entrance card reader will disengage the lock on the door for a few seconds before it reengages automatically, or the employee may need to open the door and let it close for the lock to reengage. The Union is deeply concerned that this will leave exiting employees vulnerable to attack as they have to mind the door (instead of their surroundings) to ensure the lock reengages and that no potential trespassers are able to infiltrate the office space through the unlocked door. This essentially makes employees into security officers, which is a function that is not contained in any employee position description of which I am aware. Additionally, employees inside the office would be exposed to potential threats every time the lock is disengaged by employees ending their shift. This scenario differs from how employees routinely leave their offices, in which they leave in a natural fluid process with the door closing behind them and the lock*

*engaging automatically, allowing employees to keep their awareness in front of them, rather than behind them or otherwise distracted. Thus, the impact of the Agency's decision is greater than de minimis in nature.*

The Union further asserted that while the Agency had the right to determine internal security practices under 5 USC 7106(a)(1), it still had an obligation to bargain over the impact and implementation of those practices per 5 USC 7106(b)(2) and (3). The Union further stated:

*Without waiving any rights to address other issues arising out of the Agency's new policy, the Union could address the Agency's "badge-out" plan as follows. First, OMB and GSA guidance indicate that agencies can utilize timecard analysis to determine occupancy levels and physical presence at agency space. Employees are already required to indicate their telework status through the "Telework Indicator" drop-down menu in WebTA. Management could utilize that information to aggregate occupancy data and to determine which employees are onsite in the event of an emergency, as they do now. This approach would eliminate the need for BIBO altogether, but certainly would eliminate the safety risk posed by badging out using an entrance reader while allowing the Agency to comply with OMB/GSA directives.*

*Second, the Agency could delay implementation until such time as one of the following conditions are met at spaces with no exit readers: (1) the Agency hires a protective security officer (PSO) to cover the entrance/exit without the exit reader, (2) the Agency procures a portable reader for a space without an exit reader, or (3) the Agency installs an exit reader. These options are not exhaustive.*

The Union concluded:

*The Union still awaits additional documentation with respect to other issues raised in the briefing and notice, including but not limited to the Agency's commitment that BIBO data will be aggregated and visible only to HQ employees with a need to know, that BIBO data will not be used to discipline employees, that local managers will only have access to BIBO-collected information in the event of an emergency through the MENS application, and that BIBO will not be used for time and attendance (i.e., sign-in, sign-out) purposes.*

On January 21, 2026, the Agency denied the Union's bargaining demand and information request. In denying the bargaining demand, the Agency asserted that BIBO data is not intended to be used for discipline, but that should management decide to discipline an employee due to non-compliance with BIBO, they would follow Article 23 of the National Agreement. With respect to safety concerns, the Agency dismissed the Union's concerns

regarding badging out using entrance readers as de minimis, though the Agency admitted that the door would be unlocked for 3-4 seconds and that “any minimal security risk can be addressed at management’s discretion.” The Agency alleged that the Union had not established a right to bargain under 5 USC 7106(b)(2). However, the Agency failed to address any bargaining right under 5 USC 7106(b)(3), which the Union had asserted in its bargaining demand.

In denying the information request, the Agency alleged that the Union had no countervailing interest that would require agency disclosure of its space access information, especially since there allegedly was no bargaining obligation under 5 USC 7106(b)(2).

## ISSUES

1. The Agency committed unfair labor practices in violation of 5 USC 7116(a)(1) and (5), as well as Article 1, Section 1 and Article 4, Sections 1.A and 2 of the 2019 SSA-AFGE National Agreement, when it failed to provide proper notice to the Union and it refused to bargain over the impact and implementation of BIBO.

The Agency’s notice was deficient in numerous ways. The notice failed to state that the Agency intended to use BIBO for security purposes, failed to state what those purposes would be, and failed to state the procedures by which the Agency would use BIBO to fulfill those purposes. The notice failed to articulate, with sufficient specificity, how employees would be expected to comply with BIBO, how their data would be gathered and used, how their data would be protected, what other agency systems would access BIBO data, etc. The notice did not explain procedures and arrangements in the event the card readers or Pelican suitcases failed, especially if that delayed employees from signing into WebTA in the morning or leaving the space at the end of the day. Neither the notice nor the briefing provided alternatives in the event of failures, or in situations where employees would have to use entrance card readers to badge out. While the Agency concedes employees will face 3-4 seconds where a door is unlocked while badging out using an entrance reader, and concedes that management has discretion to address the safety risk, it does not explain how management will do so. The notice does not make clear that BIBO only applies to the beginning and ending of a workday for the purposes of the USE-IT Act and the Agency’s alleged security interest, as was explained in the briefing. The Union was only verbally provided with much of the above, and not provided with a comprehensive written document. The Union was not provided with any of the information it requested at the briefing. While the above is not an exhaustive list of impact issues, it is clear these matters

impact conditions of employment in a greater than de minimis manner, both with respect to the procedures the Agency will observe in exercising its rights and with appropriate arrangements to mitigate the adverse impact on employees. In failing to provide proper notice and an opportunity to bargain, the Agency violated the above provisions.

2. The Agency committed an unfair labor practice in violation of 5 USC 7114(b)(4), 5 USC 7116(a)(1) and (5), and Article 1, Section 1 of the 2019 SSA-AFGE National Agreement, when it refused to provide information in response to the Union's information request.

The Agency denied the Union's information request without engaging in an interactive discussion regarding the request, its concerns regarding disclosure, whether the Union needed the full scope of information or if an alternative could meet the Union's immediate needs, etc. Instead, the Agency merely concluded that the Union had no need for the information because the Agency alleged there was no bargaining obligation, and that the Union's request would require disclosure of the Agency's access equipment situation. It is clear that the Union is concerned primarily with the installations that would require employees to use entrance readers to badge out as that would create a safety risk for employees, and that the Union would need that information in order to ensure that proper precautions were taken to mitigate that risk at the bargaining table and to enforce any agreement. In failing to provide any responsive information, or to meet the Union's needs, the Agency violated the above provisions.

3. The Agency violated 29 USC 654(a), Article 1, Section 1, Article 3, Section 2.A, and Article 9, Sections 1.A, 1.B, 1.E, 4.A, 4.C, 12.A, and 12.F of the 2019 SSA-AFGE National Agreement by implementing the requirement to badge out using entrance card readers without proper regard for employee safety at installations without exit readers or Pelican suitcases.

The Union again asserts the Agency has conceded that the requirement to have employees badge out using entrance readers creates a potential safety risk and that management would have discretion to address such risk. There is no evidence that management at any level has acted to abate the workplace safety hazard the agency created at the affected installations. While the Union maintains that management's discretion should be exercised at the bargaining table, the fact remains that management's duty to prevent and abate known hazards still applies and that failing to do so violates the above provisions.

Indeed, the Union amends its December 17, 2025 information request to state that it needs the requested information to know which installations will be affected by the requirement to badge out at entrance readers because they lack exit readers or Pelican suitcases so that the Union can effectively represent them in negotiations, in the instant grievance proceedings, and in local representation to abate this known safety hazard.

The above list of issues and the above discussion are not exhaustive. The Union reserves the right to amend this grievance at any time prior to the issuance of a grievance decision.

### REQUESTED RELIEF

1. The Agency will engage in consultation and negotiations with the Union on mutually agreed-upon dates, ideally within 30 days. In advance of the consultation/bargaining, the Agency will provide the Union with a comprehensive notice explaining its planned BIBO policy, addressing issues raised by the Union, especially any abatement of known safety hazards.
2. The Agency will provide the Union with the information requested on December 17, 2025, as amended above.
3. The Agency will issue an electronic notice to all AFGE bargaining unit employees via email, with wording approved by the Union or ordered by an arbitrator.
4. The Agency will make the Union and any adversely affected employees whole.
5. Any other relief as mutually agreed upon, or as ordered by an arbitrator.

The Union requests a grievance meeting following provision of the requested information above. Please contact me to make the necessary arrangements.

Sincerely,

**/S/**

Richard F. Couture  
Spokesperson  
AFGE SSA General Committee

CERTIFICATE OF SERVICE

I hereby certify that a true original electronic copy of this grievance was served upon the above addressee via electronic mail, on this date.

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Richard F. Couture

February 25, 2026