

NEGOTIATED AGREEMENT

BETWEEN

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1916

AND

CENTERS FOR DISEASE CONTROL AND PREVENTION
PITTSBURGH

TABLE OF CONTENTS

PREAMBLE

GENERAL PROVISIONS

- Article 1 - Controlling Provisions
- Article 2 - Negotiation Ground Rules
- Article 3 - Duration of Agreement
- Article 4 - Governing Laws and Regulations

GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

- Article 5 - Bargaining During the Duration of the Agreement
- Article 6 - Partnership
- Article 7 - Labor-Management Relations Committee
- Article 8 - Employee Rights
- Article 9 - Management Rights
- Article 10 - Union Rights
- Article 11 - Official Time for Union Representatives
- Article 12 - Union Access To and Use of Employer Services
- Article 13 - Dues Withholding
- Article 14 - New Employee Orientation

PROGRAMS, POLICIES, AND PROCEDURES

- Article 15 - Merit Promotions
- Article 16 - Details, Reassignments, and Temporary Promotions
- Article 17 - Reorganizations
- Article 18 - Reduction in Force
- Article 19 - Contracting Out
- Article 20 - Performance Management Appraisal System
- Article 21 - Incentive Awards
- Article 22 - Training and Employee Development
- Article 23 - Employee Assistance Program (EAP)
- Article 24 - Safety Health, and Wellness
- Article 25 - Temporary, Part-Time, and Probationary Employment
- Article 26 - Equal Employment Opportunity
- Article 27 - Drug Testing
- Article 28 - Employee Association
- Article 29 - Space Allocation
- Article 30 - Official Travel

LEAVE, TIME, AND WORK SCHEDULES

- Article 31 - Annual, Sick, and Other Leave
- Article 32 - Excused Absences/Administrative Leave

- Article 33 - Overtime and Compensatory Time
- Article 34 - Alternative Work Schedule (AWS)
- Article 35 - Telework

PROBLEM RESOLUTION PROCEDURES

- Article 36 - Grievance Procedure
- Article 37 - Arbitration
- Article 38 - Alternative Dispute Resolution Process
- Article 39 - Unfair Labor Practices
- Article 40 - Discipline and Adverse Actions

PREAMBLE

This Collective Bargaining Agreement is between the Centers for Disease Control and Prevention (CDC) (hereinafter referred to as the Agency or Employer) and the American Federation of Government Employees (AFGE), Local 1916 (hereinafter referred to as the Union), pursuant to the Federal Labor – Management Relations Statute, 5 U.S.C. 71 and collectively known as the parties.

[Source - <http://uscode.house.gov/download/pls/05C71.txt>]

The parties recognize that labor unions and collective bargaining are in the public interest and that the Agency’s mission and the welfare of all employees benefit from a productive relationship. This Agreement describes certain policies, practices and procedures which have been agreed upon which serve to promote the Agency’s mission, to require the highest level of job performance by all employees, and to guarantee fair and equitable treatment of employees.

Further, this Agreement provides the mechanism for continued collaboration in the formulation and implementation of modern and progressive work practices. Both parties recognize that all benefit from innovative approaches – built on mutual respect and interest – to meet new challenges or solve problems affecting the work and the work place.

The parties pledge that this Agreement will be administered to the best of their abilities and to follow not only the specific requirements outlined in this Agreement, but to fully commit to a partnership built on shared goals and mutual respect.

The parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal government as follows:

“...the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their employers involving conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.” (5 U.S.C. 71)

GENERAL PROVISIONS

Article 1

CONTROLLING PROVISIONS

The Employer recognizes that the Union is the exclusive representative of all employees in the unit as defined below. The Union recognizes the responsibility of representing the interest of all employees in the bargaining unit with respect to personnel policies, practices and working conditions without discrimination and without regard to Union membership

- A. The bargaining unit includes all professional and non-professional employees employed at Bruceton (Pittsburgh) and Lake Lynn Laboratory, Fairchance, Pennsylvania.
- B. Excluded from this Agreement are supervisors, management officials, confidential employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.
- C. The Employer shall designate on the SF-50, "Notification of Personnel Action" any position excluded from the bargaining unit, and will supply a list of positions excluded from the unit upon request. Challenges of any position excluded from the bargaining unit shall be reviewed with the Employer prior to formal request for clarification.
- D. The terms of this collective bargaining agreement supersedes any past practice in these areas.

Article 2

NEGOTIATION GROUND RULES

Section 1. Purpose

This section's purpose is to establish ground rules and operating procedures considered by the parties as necessary and desirable to reduce potential areas of conflict and dispute during contract negotiations. The parties agree that the following ground rules will be incorporated into and apply throughout the life of the basic and other agreements and to any renewal regulations following the life of this agreement. The parties recognize that each has a responsibility to consider the other's issues and to make an honest attempt to find acceptable solutions

Section 2. Procedures Governing Negotiations

The negotiators, as designated by the parties, will be governed by the following rules during the conduct of negotiations:

- A. Negotiating Teams. Each team will consist of no more than three (3) members sitting at the table at any session. A designee for each party will be appointed to serve as a Chief Negotiator. Alternate team members will be permitted to observe the process. If either party finds it necessary to change negotiators or alternates, the Chief Negotiator for either party shall notify the other party at least one (1) day in advance of any negotiating session. In addition, either party may designate observers for each negotiating session.
- B. On-the-Clock Bargaining. In accordance with Title V - Federal Service Labor Management Relations, Subchapter IV, Section 7131, official time will be allotted to the Union's negotiating team and alternates in the negotiations and a reasonable amount of time for the preparation and evaluation of proposals. The Union agrees to use this time to prepare for negotiations so that bargaining sessions can be conducted in the most productive manner possible. The Employer agrees to provide clerical support for the duration of the negotiations on a basic agreement. This support will be used to provide typing and duplicating services. The Union agrees to use these support services judiciously and with the intent of allowing bargaining sessions to be conducted effectively.

[**Source** - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7131]
- C. Location of Negotiating Sessions. Negotiations will be held in a mutually agreeable site as arranged for by the Employer.
- D. Issues. The party initiating negotiations on the basic agreement will submit written issues to the other party within 45 days of notification of intent to open negotiations. The two parties will meet no later than 30 days from submission of

- the responding party's submissions to begin actual negotiations. All time frames and issues in these ground rules may be modified by mutual consent. Negotiations will be limited to issues that have been submitted by both parties as of the date negotiations begin. Interest-based bargaining techniques will be used during bargaining.
- E. Schedule of Negotiating Sessions. Negotiations will be conducted on mutually agreed upon dates and times. Schedule changes may be made by mutual consent of both the Union and the Employer Chief Negotiators.
- F. Procedural Order of the Negotiating Sessions. Each session will proceed as follows:
1. Address unfinished business from preceding session;
 2. Discuss items on the agenda as agreed upon by the parties at the preceding session; and
 3. Establish an agenda for the next session.
- G. Rules of Order. The Chief Negotiator for each party may speak at his/her own discretion. The other negotiators may speak when recognized by their respective Chief Negotiator.
- H. Minutes. No official minutes of the proceedings of the negotiating sessions shall be made. However, each party shall be allowed to prepare unofficial minutes for its own use.
- I. Authority Each party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator who is prepared and authorized to discuss and negotiate on matters subject to negotiations and to sign-off on agreements for their respective party.
- J. Communications. The parties will prepare a joint communiqué to employees concerning the progress of negotiations. This would include the agreed upon article titles but no substantive language.
- K. Interim Agreement. During negotiations, the Chief Negotiator for each party will signify agreement on each section by initialing the agreed upon selection. The Chief Negotiator for each party will retain his/her copies and initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed upon section by mutual consent.
- L. Caucuses. A closed meeting of either team is permitted. It is agreed that either team requesting a caucus will be provided a suitable site by the Employer. There is no limit on the number of caucuses that may be held, but each party will make every effort to restrict the number and length of caucuses.

M. Final Agreement. The agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. The agreement will not be effective until signed by both Chief Negotiators, ratified by bargaining unit members, and approved by the appropriate officials of the Agency, as necessary. Any provisions disapproved by the Agency head review may be referred to the Federal Labor Relations Authority (FLRA) by the Union and any such provision held to be negotiable by the FLRA will be incorporated into the agreement. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision.

N. Negotiability Issues. Determining whether a proposal is negotiable or not shall be resolved in accordance with 5 U.S.C. 7117(c).

[**Source** - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7117]

O. Proposals. All articles will initially be negotiated using interest-based techniques. If the parties fail to come to agreement using this process, then the process will revert to the traditional method. Both parties will submit written proposals within ten (10) working days of the decision to revert to traditional bargaining.

P. Impasses. When it has been determined by either party that a dispute cannot be resolved, the items shall be laid aside. After all negotiable items on which tentative agreement has been reached have been initialed, the parties shall once more diligently attempt to resolve any existing disputed item(s). These two methods would be used before reaching an impasse.

1. If after such effort both parties conclude that a dispute still exists on any issue(s), a request for mediator service will be extended to the Federal Mediation and Conciliation Service or to some other mutually acceptable third party. The request will be made within ten (10) working days after the determination, extendable by mutual agreement. The cost of the services of the mediator, if any, shall be shared equally by the parties.
2. When the services obtained above fail to resolve the impasse, either party may request the services of the Federal Service Impasses Panel in accordance with 5 U.S.C. 7119. The mediation procedure described above shall not preclude the parties from agreeing on any issues or from entering into complete agreement without the assistance of the mediator. [**Source** - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7119]

Article 3

DURATION OF AGREEMENT

Section 1. Effective Date

The effective date and the anniversary date of this agreement shall be the date of approval by appropriate agency designee. This agreement will remain in full force and effect for five (5) years.

Section 2. Reopening

Either party may give written notice to the other, not more than 105 days or less than 60 days prior to the five (5) year expiration date and each subsequent expiration date of its desire to renegotiate, amend, or modify this agreement. This agreement will remain in full force and effect during the renegotiation of this agreement and until such time as a new agreement is approved.

Section 3. Renewal

If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for one (1) year period. This agreement shall automatically terminate if it is determined under the regulations of the Federal Labor Relations Authority that the Union is no longer entitled to exclusive recognition or after such recognition has been relinquished.

Article 4

GOVERNING LAWS AND REGULATIONS

Section 1. Purpose

This article sets forth the effect of laws and regulations on this agreement.

Section 2. Laws and Government-Wide Rules and Regulations

All laws, whether in existence now or enacted later, always govern the working conditions of the parties. Government-wide rules and regulations in effect upon the effective date of this agreement also govern the working conditions of the parties and for which the parties will be bound.

The parties agree that they are also bound by HHS and CDC regulations, policies, instructions and guidelines in effect upon the effective date of this agreement unless contrary to the terms of this agreement, in which case the terms of the agreement will govern.

Section 3. Rules and Regulations Issued After the Effective Date of Agreement

Any rule or regulation published after the effective date of this agreement, over which the Employer is obligated to bargain, will not be enforced for bargaining unit employees if it conflicts with the specific terms of this agreement. However, the parties may mutually agree to accept enforcement of the conflicting rule or regulation. If this is the case, a Memorandum of Understanding will be written and signed by both parties.

GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 5

BARGAINING DURING THE DURATION OF THE AGREEMENT

Section 1. Purpose

The purpose of the article is to provide a mechanism to amend or modify the agreement using interest-based techniques at any time during the life of the contract.

Section 2. Advance Notice

The Employer will provide the Union with reasonable advance notice before implementing changes affecting conditions of employment or changes in personnel policies, practices, or conditions of work that will impact on unit employees. The Employer will not unilaterally implement changes in employment conditions under negotiation without first giving the Union adequate notice.

Section 3. Implementation Process

- A. Mid-term bargaining describes issues not currently covered by the agreement that both parties agree to open for negotiation. The party requesting mid-term bargaining will provide a rationale for their request.
- B. Interests will be exchanged prior to actual negotiations. Neither party will raise additional issues during bargaining sessions.
- C. Questions of negotiability will be processed in accordance with existing labor laws.
- D. Following negotiations under this article, the parties will formally document the agreement. The agreement becomes effective upon signature by the appropriate agency official.

Article 6

PARTNERSHIP

Section 1. Purpose

Partnership involves the design, implementation, and maintenance of a cooperative working relationship between the parties through pre-decisional involvement in order to achieve common goals. The Union and the Employer leadership must be committed to the principles upon which Partnership is based in order for this effort to be successful.

Section 2. Procedures

All partnerships will use consensus decision making and will consist of equal numbers of Union and Management members. Top Management, including the Collective Bargaining Official, and Union leaders should fully participate in the activities of Partnership, preferably as members of the Partnership Council.

The parties agree that they are bound by existing and future laws, statues, government-wide regulations, Executive Orders, Memoranda of Agreement, and agency-wide regulations that are not in conflict with the terms of this agreement.

Section 3. Principles

- A. The parties shall be committed to work at all appropriate levels to establish and improve effective Partnerships which are designed to ensure a quality work environment for employees, more efficient administration of agency programs, and improved service to customers.
- B. The principles which guide this effort include:
 - 1. Pre-decisional involvement
 - 2. Shared responsibility
 - 3. Identification of problems
 - 4. Sharing of information
 - 5. Finding solutions
 - 6. Reaching joint agreements and making joint recommendations
 - 7. Use of alternate dispute resolution, interest-based, problem solving techniques, and facilitation
 - 8. Integration of interests
 - 9. Integrated work groups, work teams or committees to address issue of mutual interest wherein the Union selects its representative for such committees and work groups
 - 10. Cooperation
 - 11. Mutual respect
 - 12. Open communication
 - 13. Trust

14. Minimizing or eliminating collective bargaining disputes
15. Publicizing partnership successes at all levels

Section 4. Scope

The scope of partnership will include issues raised by either party regarding:

- A. Matters involving personnel policies, practices, and working conditions.
- B. By mutual consent, the parties may fulfill the collective bargaining obligation through Partnership.

Section 5. Duty Status

While participating in Partnership activities, all bargaining unit members will be considered on normal duty status. In the event these activities are conducted beyond normal duty hours, members will be compensated in accordance with applicable law.

Article 7

LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1. Purpose

The parties agree to establish a joint Labor-Management Relations Committee (LMRC) to promote effective communication, coordination, and implementation of personnel policies, practices, and/or matters affecting general working conditions or other issues of concern to both parties. The committee may facilitate the resolution of issues which arise from different practices and interpretation of policy. The Parties agree to approach these meetings with the intent of productively identifying and resolving issues.

Section 2. Membership

The Committee shall consist of a maximum of four (4) Union members appointed by the Union President and/or Vice President, and four (4) management members appointed by and/or including the Collective Bargaining Official as his/her representative. Additional people may attend meetings as jointly agreed to, when necessary to effectively resolve issues under discussion.

Section 3. Problem Solving

Problems may be submitted to the Committee by either party. A joint problem-solving process will be used whenever possible to reach the most equitable solution by consensus. Subcommittees may be established to investigate problems when needed and they will report back to the full committee with their finding.

Section 4. Official Time

The Union representatives will be on official time for all Labor-Management Committee meetings.

Article 8

EMPLOYEE RIGHTS

Section 1. General

Each employee shall have the right to form, join, or assist any labor organization or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 U.S.C. 7102, such right includes the right to act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 U.S.C. 71. [**Source** - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7102]

Section 2. Fair and Equitable Treatment

All employees shall be treated fairly and equitably and without discrimination in respects of personnel management and union activity. It is therefore agreed that the parties will endeavor to establish working conditions that will be conducive to enhancing and improving employee morale and efficiency.

Section 3. Right to Union Representation

If the employee wishes to discuss a problem or potential grievance with a union representative, the employee shall have the right to contact and meet with the union representative on duty time.

Section 4. First Amendment Rights

Employees shall have the right to present their personal views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 5. Personal Rights

Employees shall have the right to direct and/or fully pursue their private lives, personal welfare, and personal beliefs except as restricted by laws, regulations, or job responsibilities, without interference, coercion, or discrimination by the employer.

Section 6. Whistleblower Protection

Employees shall be protected against reprisal of any nature for the proper disclosure of information not prohibited by law or Executive Order, which the employee reasonably

believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or danger to public or employee health or safety.

Section 7. Unlawful Orders

Employees have the right to refuse orders that would clearly require the employee to violate the law, injure themselves or cause harm to other employees.

Article 9

MANAGEMENT RIGHTS

Section 1. General

Subject to Section 2 of this article, nothing in this agreement shall affect the authority of any management official of any agency (5 U.S.C. 7106).

[Source - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7106]

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and,
- B. In accordance with applicable laws:
 - 1. To hire, assign, direct, layoff, and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - 2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - 3. With respect to filling positions, to make selections for appointments from:
 - a. Among properly ranked and certified candidates for promotion; or,
 - b. Any other appropriate source; and,
 - 4. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Communications with Bargaining Unit Employees

Consistent with 5 U.S.C. 71, management will not communicate directly with employees regarding conditions of employment in a manner that will improperly bypass the Union.

Article 10

UNION RIGHTS

Section 1. General

The Union is the exclusive representative of the employees in the bargaining unit and is responsible for representing the interests of all employees in that unit without discrimination and without regard to labor organization membership.

- A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 U.S.C. 71 and this agreement.
- B. Management shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. 71 and this agreement.
- C. The Union recognizes management's rights under 5 U.S.C. 7106.
[Source - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7106]
- D. Nothing in this agreement shall be construed as abrogating the Union's right to communicate with its membership, the public, public officials, elected officials, or other parties.

Section 2. Union Representation

The Union will be notified and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice or other general condition of employment.

The Union will also be allowed to be present and represent an employee at any examination of an employee in the unit by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee and the employee requests representation.

Section 3. Information Furnished by the Employer

The Employer agrees to furnish the Union with information which they are entitled to under the provisions of 5 U.S.C. 7114(b)(4). The CDC vice-president will submit information requests to the Collective Bargaining Officer. All other requests for information by the Union will be considered in accordance with the Agreement and governing laws and regulations. [Source - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7114]

Section 4. Information Furnished by the Union

The Union will supply the designated Employer representative semi annually with a roster of the names of Union officers and designated stewards. The Union will notify the Employer of any change in the designation of officers and stewards. The roster will indicate the representative's position in the Union, telephone extension and the organizational group(s) of employees in the unit the stewards have been designated to represent. No employee will be recognized as a steward or Union officer unless his or her name appears on a listing which has been furnished.

Article 11

OFFICIAL TIME FOR UNION REPRESENTATIVES

Section 1. Purpose

For the purpose of this article, official time means time granted to Union representatives to perform representational functions while otherwise in a duty status without charge to leave or loss of pay. The parties recognize that reasonable time spent by Union officials in the conduct of Union-Management business contributes to the development of orderly and constructive labor-management relations. The parties recognize that there may be occasions when representational activities of Union representatives may conflict with assigned duties. When such conflicts arise, the parties agree to discuss the conflict and seek a mutually acceptable solution.

Section 2. Union Officials/Representatives

The Employer agrees to recognize that Union officials designated by the president and/or vice president of the local union are appropriate users of official duty hours for Union representational activities, labor management, and partnership functions. Union officials include elected officers, stewards, and appointees to CDC's Labor Management Cooperation Council, local Labor Partnership Council, LMR and other representational committees.

Section 3. Representational Activities

Representational activities include, but are not limited to, the following:

- A. Preparing and presenting grievances and unfair labor practice charges.
- B. Preparing and presenting arbitration cases.
- C. Consultation with Management by designated Union representatives, including exchanges of views relative to formulating, changing or implementing personnel policies and practices and working conditions, and discussing any views, objections or suggestions before final action is taken.
- D. Union representation at joint Union-Management committees.
- E. Meetings with employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement.
- F. Partnership activities.

Section 4. Joint Meetings

Joint meetings of the parties designed to produce written assignments and such other written contracts as may be entered into to supplement or amend existing contractual arrangements between the parties will be conducted at mutually agreeable times.

Section 5. Use of Official Time

The parties recognize the mutual benefit of Union representatives' attendance at training when the purpose of the training is to provide knowledge of the Statute and rules and regulations issued there under. This includes matters relating to pay, personnel policies, working conditions, work schedules, grievance procedure, performance rating, or agency policy, and negotiated agreements pertaining thereto. The Employer will grant a reasonable amount of official time for attendance at such training sessions.

- A. Official duty time shall not be allowed for internal Union business.
- B. Union-Sponsored Training
 - 1. Official time may be granted to employees serving as Union representatives to attend Union-sponsored training sessions, conventions, and workshops in their capacity as representatives. The granting of official time will be determined by the Employer based upon the assessment of work demands, priorities, and whether or not the training is of mutual benefit to the parties of this agreement.
 - 2. A written request for official time will be submitted at least two (2) weeks in advance by the Union president and/or vice president to the Collective Bargaining Official. The request will contain information as to duration, purpose, and nature of the training and how it is expected to be of mutual benefit to the Employer and the Union. The Employer may grant up to 80 hours per year total of official time for training purposes. Exceptions will be reviewed on a case-by-case basis.
 - 3. The Employer is not responsible for any fees or expenses associated with the granting of official time for Union sponsored training. Such obligations as hotel expenses, registration fees, travel, and per diem expenses are the complete responsibility of the employee or the Union.
- C. The use of Employer-approved official time, in accordance with this agreement, will not adversely affect a Union official's performance.
- D. When an individual employee elects to represent themselves in a grievance or administrative procedure, official time will be administered in accordance with Section 7 of this article.

Section 6. Supervisor Notification

Union officials will request, from their supervisor, the use of official time in advance, to conduct representational activities. However, when unforeseen events occur, the Union official will notify their supervisor of this particular use of official time. The Union representative will not be required to compromise the confidentiality of the grievance, potential grievance, or other confidential Union business relating to representational activities. Normally, the use of official time will be approved. However, if the supervisor believes the granting of official time will negatively impact the mission, the supervisor and the Union official will seek a mutually agreeable rescheduling of the time.

Section 7. Record of Official Time

The parties recognize the necessity to accurately record the amount of official time used for representational purposes. Union representatives will submit a record of their official time used at the end of each pay period when requested.

Article 12

UNION ACCESS TO AND USE OF EMPLOYER SERVICES

Section 1. Bulletin Boards

- A. The Employer will provide one bulletin board in each building with five or more bargaining unit employees.
- B. The Union space will be prominently identified and will be located in areas accessible to the bargaining unit employees, ideally adjacent to or in close proximity to existing management and safety boards. All Union boards will be posted for "Union Use Only." All postings will be marked "Union Notices" and only the designated union bulletin boards will be used for such postings. All postings on the board must be authorized by the Union; the Union will maintain the boards in an orderly fashion.

Section 2. Distribution of Union Publications and Communications

- A. Official publications of the AFGE National or the local Union may be distributed on Government property by Union Representatives. Official time shall not be used for these purposes.
- B. The internal mail system may be used for distribution of Union mail.
- C. The Employer's electronic mail system may be used by the Union to distribute general announcements and for routine communication purposes.

Section 3. Copies of Agreement

- A. The Employer will provide, at no cost, copies of this agreement, printed in type that can be easily read, to each and every employee. This distribution will be made as soon as possible after the effective date of the contract. A copy of the agreement will be posted in Agency electronic media.
- B. The Employer will also provide the Union with 35 additional copies for internal Union use.

Section 4. Telephone Communications

The Employer will make its telephones and fax machines available to the Union for representational activities.

Section 5. Use of Stamping Privileges

Consistent with postal regulations, the Union shall have the use of the Employer's stamping system for representational communications.

Section 6. Employee Mail

Employees will be permitted privacy of their mail and it will be treated confidentially, unless requested otherwise in writing by the employee.

Section 7. Office Space

The Employer agrees to provide the Union with office space to be designated by the Employer, subject to the following considerations:

- A. The Union accepts the office space with the understanding that its continued use is dependent on program needs. If the space provided is to be discontinued, the Employer will provide as much advance notice to the Union as possible under the circumstances. In these circumstances, the Employer will attempt to identify alternate space.
- B. The Employer will, on an as needed basis, provide conference rooms, as available, for discussions between employees and Union officials. The Employer will also provide suitable space for regular Union meetings.

Article 13

DUES WITHHOLDING

Section 1. Purpose

Bargaining unit employees may voluntarily authorize allotment of membership dues to the Union through payroll deductions, subject to applicable Federal laws and rules and regulations of the U.S. Office of Personnel Management (OPM) and the Department of Health and Human Services (HHS).

Section 2. Coverage

It is agreed that bargaining unit employees are eligible to voluntarily participate in the dues allotment program under the following conditions:

- A. The employee is included in the Unit and is a member of the Union in good standing as determined by the Union;
- B. The employee's earnings are regularly sufficient to cover the amount of the allotment, and the net salary for any specific payroll period is sufficient to cover dues deductions after other legal and required deductions have been made;
- C. The dues cover only the regular periodic amounts required to maintain the employee as a member of the Local in good standing, exclusive of initiation fees, special assessments, back dues, fines, and similar items;
- D. The allotment is made on the prescribed form and certified by the appropriate Union official. Deductions for an allotment shall be made beginning the first complete payroll period following receipt of the signed allotment form in the appropriate payroll office.

Section 3. Termination of Allotments - Allotments by employees shall be terminated:

A. Automatically

- 1. Upon loss of exclusive recognition by the Union, effective at the beginning of the first pay period after such loss of recognition;
- 2. Upon the separation of an employee for any reason, or movement within the Department served by another payroll office, effective at the end of the pay period during which the separation or movement occurred, provided that, in case of movement within the Department, the employee may reinstate a voluntary dues allotment with the new servicing personnel and payroll office by execution of Standard Form, 1187 "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues;"

3. When an employee is expelled or ceases to be a member of the Union in good standing, effective with the first complete pay period after receipt of written notice by the payroll office from the appropriate Union official;
4. When an employee is promoted or reassigned to a position not in the bargaining unit.

B. Voluntarily

1. An employee may submit a revocation of his/her allotment after one (1) year's membership. The revocation should be made on a Standard Form 1188, "Cancellation of Payroll Deductions for Labor Organization Dues," which will be provided to the employee by the Employer or the Union upon request for this purpose. It is the employee's responsibility to submit his written revocation directly to the Union.

Section 4. Responsibilities

A. Responsibility of the Union

1. Change in Dues. The amount of dues certified on the original allotment form will remain unchanged until the appropriate Union official certifies to the payroll office that the amount of regular dues has changed. Changes in deductions for employees shall be effective as of the first complete pay period after receipt of the certified change by the appropriate payroll office or a later payroll period if requested by the Union;
2. Inform and educate members on the voluntary nature of the dues allotment program including conditions governing revocation of allotments;
3. Purchase and distribute to members, Standard Form 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues;"
4. Furnish written notification to AHRC concerning:
 - a. Names and titles of Union officials authorized to certify Standard Form 1187 under this agreement;
 - b. Changes in the amount of membership dues; and
 - c. The name of any employee who has been expelled or ceases to be a member in good standing in the Union.

B. Responsibility of the Employer

1. Cooperate with Union in processing voluntary allotments of dues in conformance with this agreement.
2. Maintain adequate records on dues withholding and recovering costs to the Government for the service under the terms of this agreement.
3. Notify the Union of employee's revocation of allotments.
4. The AHRC and Payroll Offices shall arrange to withhold membership dues upon receipt of properly executed Standard Form 1187 in accordance with existing pay periods (26 biweekly periods) and procedures under which employees are regularly compensated;
5. The cost of withholding dues will be the responsibility of the Employer without charge to the Local or members.
6. The Employer shall remit by check the dues withheld after each pay period for which deductions are made, payable to Treasurer, AFGE Local 1916, P.O. Box 231, South Park, PA 15129.
7. The remittance check shall be accompanied by a listing of the following information, to the extent applicable:
 - a. Identification of the Agency reporting office;
 - b. Name of each employee for whom dues deductions is made during the current pay period;
 - c. For each employee or group of employees, an identification of the Union and the amount of dues withheld;
 - d. The gross amount deducted, the amount of fees withheld for the deductions, and the net amount remitted to the Union.

Article 14

NEW EMPLOYEE ORIENTATION

During orientation, the Employer will advise, verbally and in writing, new bargaining unit employees of the recognition granted the Union and of their unrestrained right to join or not to join the Union. In addition, a copy of the bargaining unit agreement will be provided to the employee.

If the Union desires to make a presentation to the new employees, the Union will be afforded the opportunity to do so. The Union official making the presentation will be allowed official time for this activity.

The Union will be advised in writing of the new unit employee's name, position title, grade, and place of duty.

PROGRAMS, POLICIES, AND PROCEDURES

Article 15

MERIT PROMOTIONS

Section 1. Purpose

The parties recognize that it is in the best interest of the Employer and employees to seek a balanced approach to recruiting, hiring, and promoting from internal and external sources. Positions will be filled with the best qualified candidates in accordance with all applicable laws, rules, and regulations. All actions under this article will be made in an equitable and consistent manner without discrimination. The parties encourage employees to become familiar with the CDC Merit Promotion Plan (MPP). [**Source - <http://aops-mas-iis.cdc.gov/Policy/Doc/policy22.htm>**]

Section 2. Procedures/Guidelines

- A. Prior to vacancy announcement postings, the Employer will notify the Union president or designee of positions to be filled.
- B. In general, internal vacancies will be posted for a minimum of seven (7) working days. There may be instances when it will be necessary to post vacancies for a minimum of five (5) working days. The Union President or designee will be notified in advance when postings will be less than seven (7) working days.
- C. Knowledge, Skills, and Abilities (KSA's) should accurately describe the requirements for the job.
- D. The Employer will inform the Union president or designee when a panel will be used to rate candidates for a merit promotion position. If no panel is convened, the number of qualified applicants on the certificate of selection will be conveyed to the Union President or designee and will be maintained in a confidential manner. For bargaining unit positions, the Union may elect to have a representative present to observe the rating panel operation. Bargaining unit employees should serve as subject matter experts in developing position descriptions; KSA's, etc., but may not serve on merit promotion panels.
- E. When effecting non-competitive actions to meet staffing requirements, the Employer will notify the Union President or designee in advance and this notification should include reasons for these actions.

Article 16

DETAILS, REASSIGNMENTS AND TEMPORARY PROMOTIONS

Section 1. Purpose

The purpose of details and reassignments are to meet mission-related goals in a timely manner. The parties will strive to ensure procedures for changes in work assignments are fair and equitable and that employees are properly compensated and/or recognized for duties performed. Details and reassignments should not be used to circumvent merit principles by unfairly enhancing qualifications or future promotion potential. Furthermore, details and reassignments will not be used as punishment, harassment or reprisal.

Section 2. Law

Details, reassignments, and temporary promotions will be made in accordance with 5 CFR 300.301. Unless stipulated otherwise in this agreement, such actions will also be in accordance with HHS Instruction 300-3 and the CDC Merit Promotion Plan.

[**Source** - http://edocket.access.gpo.gov/cfr_2002/janqtr/5cfr300.301.htm]

[**Source** - <http://aops-mas-iis.cdc.gov/Policy/Doc/policy22.htm>]

Section 3. Definitions

- A. Detail--a temporary assignment of an employee, for a specified time period, to a different position without change in status or pay.
- B. Full performance level--the highest level of work projected either within a career ladder or in association with a position's established promotion potential.
- C. Position--a set of duties requiring the full-or part-time employment of one person, usually described in a position description.
- D. Promotion potential--possibility for future career promotions without the need for further competition.
- E. Reassignment--a permanent change in an employee's position, location, and/or supervisor, or a permanent change in the duty station to which the employee is assigned.
- F. Temporary promotion--an increase in pay or grade for a specified period of time after which an employee returns to their previous pay or grade.

Section 4. Implementation

- A. An employee's Official Personnel File will be documented with the appropriate paperwork to ensure credit for performance of the detail, reassignment, or temporary promotion.
- B. Details that enhance qualifications or offer promotion potential may be rotated among qualified employees.
- C. Details, reassignments, or temporary promotions will be administered in accordance with Section 2 of this article. The Employer will notify the Union prior to the effective date of the action.
- D. Details, reassignments, or temporary promotions of an employee, for more than 120 days, to a position with a higher full performance level than the employee currently holds will be filled using a competitive process.
- E. Details, reassignments, or temporary promotions for 120 days or less may be competitively bid.
- F. If details, reassignments, or temporary promotions are competitively bid and no one applies, the Employer may assign employees deemed best able to complete the assignment.
- G. If a detail is away from the duty station, an employee may be allowed to travel on duty time. If it is deemed necessary for the employee not to travel on duty time, then entitlements are granted in accordance with Federal travel regulations.

Section 5. Reassignment Criteria

- A. The following circumstances will raise the possibility of a reassignment of the employee, rather than a detail:
 - 1. The employee has expressed an interest in realigning their professional interests with the needs of the organization, and these lie in projects within another branch.
 - 2. The employee is the Lead Project Officer on a project that resides in another branch, and the project is expected to continue for a year or more.
 - 3. The employee is assigned nearly full-time to a project in another branch, and is expected to continue at the level for two or more years.
 - 4. The employee is assigned to a project in another branch for more than approximately three-quarters of their time, and the length of their involvement on the project is expected to exceed one year. There should also be an

expectation that they will be needed on other projects in this branch in subsequent years.

5. The employee requests consideration of a permanent reassignment rather than a detail.
6. When any of these circumstances occur, the management official/Collective Bargaining Official will notify the Union that a reassignment is being considered. Then the employee, a Union representative, the involved section and branch chiefs will meet to discuss the particulars of the situation, including the extent and duration of the assignment. Afterwards, the branch chief will recommend a decision to the appropriate management official.

Article 17

REORGANIZATIONS

Section 1. General

A reorganization is a planned redistribution, addition, or elimination of significant duties in an organization or unit. Management undertakes a reorganization to enable the agency to better meet its program goals and mission and/or to respond to changes in technology, functions, work force, or budget. The Employer acknowledges that the input of employees and the Union in the development and implementation of the reorganization is beneficial and will seek opportunities to facilitate pre-decisional input. When a reorganization is planned by the Employer, the Union will be notified. As appropriate, briefing sessions will be held with the Union. The Employer acknowledges its obligation to bargain with the Union to the full extent required by law prior to the implementation of a reorganization.

Section 2. Employer Commitments

To every extent possible, the Employer will endeavor to insure that: Employees will be assigned work supportive of grades; training will be provided to affected employees; and tools and time will be allocated to perform any new duties.

Article 18

REDUCTION IN FORCE

Once a decision to conduct a reduction-in-force (RIF) is made, the Employer agrees to give the Union official advance notification and an opportunity to bargain appropriate arrangements. At a point when the Employer knows that it is likely that a RIF will occur in the unit, the Union will be informed of the competitive levels initially affected, the number of employees involved, the proposed effective date, and the reasons for the reduction-in-force action.

[**Source** - http://www.access.gpo.gov/nara/cfr/waisidx_01/5cfr351_01.html]

Article 19

CONTRACTING OUT

Section 1. General

The Employer retains the right to make determinations with respect to contracting out as provided in 5 U.S.C. 7106. Management agrees to comply with all provisions of OMB Circular A-76 (and with any supplements or superseding circulars or directives) and with this negotiated agreement. http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7106

Section 2. Prior Notification to Union

When the Agency anticipates re-contracting of any work or contracting out of work presently being performed by bargaining unit employees, the Union will be notified when the Agency approves that a study be conducted. The notice will include all relevant and pertinent data and information that is not prohibited from disclosure.

Section 3. Relevant Information Supplied to Union

The Union will be supplied with all information developed by the Employer as part of the contracting out process, and that supplied by prospective contractors, which is not prohibited from disclosure. The Union will be provided the time and date of bid pre-proposal conference and allowed to participate as an observer in the conference.

Section 4. Re-bidding of Contracted Positions and New Contracting Out

When re-bidding of currently contracted positions or new contracting is to be undertaken, the Union will be provided the opportunity to participate in the preparation of Management's proposal.

Section 5. Impact of Contracting Out or Re-bidding of Current Contract

- A. Management's decision to contract work will, in no way, affect the Union's right to negotiate over appropriate arrangements of the contracting decision.
- B. Management shall attempt to minimize adverse impact on Federal employees.
- C. Retraining will be provided to Federal employees in accordance with OPM regulations.
- D. Displaced Federal employees will be given priority consideration, in accordance with Agency and Federal regulations, for any current job openings.
- E. An initial briefing and periodic briefing will be given to the Union and affected Federal employees during the contracting out process.

- F. It is agreed that no bargaining unit employee will be under the supervision of a person who is not an employee of the Federal government.

- G. The Union may identify instances where they believe an improper overlap exists between contractor employee tasks and Agency employee tasks. When such instances are identified by the Union, Management will examine the tasks to determine appropriateness under current procurement regulations.

Article 20

PERFORMANCE MANAGEMENT APPRAISAL SYSTEM

Section 1. Purpose

The provisions of this Article apply to employees in the Bargaining Unit covered by performance appraisal systems established in accordance with OPM regulations and Chapter 43 of Title 5 of the U.S. Code. The Employer and the Union recognize that performance management is an ongoing process.

The purpose of the Performance Management Appraisal Program (PMAP) agreed to in this Article is to provide a fair and equitable framework for honest feedback and open, two-way communications between employees and their supervisors. The program focuses on contributions within the scope of the employee's position description in achievement of the overall mission and the goals of the work unit.

[**Source** - <http://aops-mas-iis.cdc.gov/Policy/Doc/policy349.htm>]

This PMAP will establish an effective, more efficient performance appraisal process that will enable managers and supervisors to:

- Communicate and clarify organizational goals and objectives to employees;
- Link performance requirements to DHHS and agency strategic planning initiatives;
- Identify individual and/or team accountability for accomplishing organizational goals;
- Address developmental needs for employees;
- Monitor progress and provide formal feedback to employees;
- Use appropriate measures of performance as the basis for recognizing and rewarding individual accomplishments;
- Use the results of performance appraisal as a basis for appropriate personnel actions; and
- Assess and improve individual and organizational performance.

Section 2. Definitions

Appraisal means the process under which performance is reviewed and evaluated.

Appraisal period means the established period of time for which an employee's performance will be reviewed and a rating of record prepared. The appraisal period covers the Calendar Year (January 1 through December 31). The minimum appraisal period is 90 days. An employee must perform work under a performance plan in place for a minimum of 90 calendar days to receive a rating.

Critical element means work assignments or responsibilities of such importance that

unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. All elements in the performance plan are critical.

Performance means an employee's accomplishment of assigned work as specified in the critical elements of the employee's position.

Performance appraisal system means the framework of Department-wide policies and parameters established for planning, monitoring, developing, evaluating, and rewarding individual performance, and for using the resulting performance information in making personnel decisions.

Performance award means a performance-based, lump sum cash payment to an individual employee based on the employee's rating of record. A performance award does not increase base pay.

Performance awards budget means the amount of money allocated by the Department/CDC for distribution as performance awards to covered employees.

Performance plan means all of the written performance elements that an employee is expected to accomplish during the appraisal period. These objectives are linked to specific program and management outcomes and are linked to the Department's and agency strategic plans. These objectives are derived from the agency's performance plan and are cascaded, as appropriate, to all employees. A performance plan must include all critical elements and their performance standards.

Performance rating means the written appraisal of performance compared to the performance standards for each critical element on which there has been an opportunity to perform for the minimum period (i.e., 90 calendar days). A performance rating includes the assignment of a summary rating level.

Performance standard means a statement of the performance threshold, requirement, or expectations for an element that must be met to be appraised at a particular level of performance. A performance standard may focus on, for example, factors such as quality, quantity, timeliness, and manner of performance.

Progress review means communicating with the employee about his/her performance to date, compared to the performance standards for each element. Progress reviews are important for providing consistent performance feedback to employees and can be conducted at any time during the appraisal period. One formal progress review is required and is generally conducted midway through the appraisal period. Ratings are not assigned for progress reviews. Written narratives are not required unless performance is determined to be less than Fully Successful.

Quality Step Increase means a permanent increase in basic pay, equivalent to one step within the grade.

Rating Official means the official who is responsible for informing the employee of the critical elements of his/her position, establishing performance requirements, providing feedback, appraising performance, and assigning the summary rating. The Rating Official is ordinarily the employee's immediate supervisor.

Rating of record means the performance rating prepared at the end of an appraisal period for performance over the entire appraisal period. In most cases, a summary rating (see definition below) will become the rating of record.

Reviewing official means an official with review and approval authority at a level higher than the rating official. Reviewing officials are ordinarily the second level supervisor.

Strategic planning initiatives are Department and agency goals, agency strategic plans, annual performance plans, organizational work plans, Presidential initiatives, and other future-focused related initiatives.

Summary rating means combining the written appraisal of each critical element (on which there has been an opportunity to perform for the minimum period, i.e., 90 calendar days) to assign a summary rating level. The rating official derives the summary rating from appraising the employee's performance during the appraisal period on each element.

Time-Off Award means an award granted to an employee, which allows the employee to take time off from work, with pay and without charge to annual leave.

Section 3. Communication

Communication between supervisors and employees should occur throughout a performance period. Discussions may be initiated by the supervisor or employee. Discussions should be a candid, forthright dialogue between the supervisor and employee(s) aimed at improving the work product. The discussions will provide the opportunity to assess accomplishments and progress and identify and review any problems in the employee's or work unit's product. Where indicated, the supervisor should provide additional guidance aimed at developing the employee(s) and improving the work product(s) or outcome(s). Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her performance.

Section 4. Performance Plan Development

Each employee will participate in one-on-one discussion with his or her supervisor who will explain, clarify, and communicate the employee's job responsibilities. The supervisor will assure that the employee has an up-to-date performance plan. The supervisor will discuss with the employee the employee's duties and responsibilities in relation to the organizational unit's goals and mission. Within 30 days of entrance on duty, the supervisor will describe the fully successful standard for performance to any bargaining unit employee. Each employee should actively participate in developing his/her performance plan for the appraisal period.

The performance plans for similar jobs will be uniform to the maximum extent feasible. Variations in performance plans will be based on real differences in the job. If the employee and supervisor are unable to reach agreement on the performance plan at the beginning of the review cycle (or at any time it is amended), the employee may ask for specific review and resolution by the next level supervisor. Supervisors and employees shall review and consider modifying performance plans when there is a substantive change in the work situation such as:

- a change in the supervisor of record;
- an employee is detailed to another task;
- a change in the organization's goals or objectives;
- a change in assignments;
- a change in the work processes of the organizational unit; or
- an employee returns from an extended absence of 90 calendar days or more.

Section 5. Content of Performance Expectations

(1) A performance rating will be an employee's performance compared to the performance standards for each element in which there has been an opportunity to perform for the minimum period (i.e., 90 calendar days). The employee will be rated only on these elements. Upon completion of the appraisal of each element, an overall rating will be designated using one of the four rating levels.

(2) The Employee Performance Plan

The performance plan has two categories of critical elements: (1) Administrative Requirements; and (2) Individual Performance Outcomes, which include specific individual management and program outcomes that will contribute to the success of the agency's strategic plans. The Administrative Requirements (Part III of the Performance Plan) will constitute one critical element. Each outcome/result in the Performance Outcomes section (Part IV of the Performance Plan) will be a critical element. It is expected that there will be between three (3) and five (5) outcomes/results listed for each employee in the Performance Outcomes section.

a. Administrative Requirements

The Administrative Requirements critical element describes successful performance in responsibilities that are common to most supervisory and non-supervisory employees. The HHS/CDC guidelines for this element include areas such as performance management, ethics and integrity, EEO/Diversity, customer service, and recovering improper payments. (NOTE: Supervisors should determine which of these areas applies to each position under his/her supervision. Not every position will include responsibility for every one of these areas.)

b. Individual Performance Outcomes

This critical element category identifies those key individual performance outcomes and specific end-results that contribute to the success of DHHS and the agency. These results oriented outcomes should be consistent with strategic planning initiatives, such as the “One HHS” Program and Management Objectives, and agency program goals and objectives. Managers should limit the number of outcomes to the most important aspects of the employee’s position, usually three to five.

Performance plans must include one or more outcomes that include or track back to the “One HHS” Program and Management Objectives. This cascade approach should ensure that performance plans for all employees support the organizational goals of the agency. The “cascade” element should be identified in the following way under the appropriate outcome in the performance plan: “This element also relates to and supports objectives in the “One HHS” Program and Management Objectives, specifically [cite the specific objective].”

(3) Specific performance standards may be developed for each element in the performance plan. Otherwise the following performance standards define each level of performance:

a. Exceptional (E)

The employee performed as a model of excellence by surpassing expectations. Indicators of performance at this level include outcomes that exceed Fully Successful level standards, for critical elements described in the annual performance plan, and as measured by appropriate assessment tools. Examples include:

- Innovations, improvements, and contributions to management, administrative, technical, or other functional areas that impact outside the work unit and facilitate organizational recognition;
- Increases in office and/or individual productivity;
- Improved customer, stakeholder, and/or employee satisfaction, resulting in positive evaluations, accolades, and recognition; methodology is modeled outside the organization;
- Flexibility and adaptability in responding to changing priorities, unanticipated resource shortages, or other obstacles;
- Initiation of significant collaborations, alliances, and coalitions;
- Leadership on workgroups or teams, such as those that design or influence improvements in program policies, processes, or other key activities;
- Anticipates the need for, and identifies, professional developmental activities that prepare staff and/or oneself to meet future workforce challenges; and/or
- Consistent demonstration of the highest level of ethics, integrity, and accountability in achieving specific DHHS, agency, and/or program goals; making recommendations that foster clarification, and/or influence, improvements in ethics activities.

b. Fully Successful (FS)

The employee met all critical elements, as described in the annual performance plan, and as measured by appropriate assessment tools. Examples include:

- Planned, well-organized, and complete work assignments that reflect requirements;
- Decisions and actions that demonstrate organizational awareness including knowledge of mission, function, policies, technological systems, and culture;
- Independent follow-up of actions and improvements that impact the immediate work unit;
- Strong relationships with employees and/or clients: their priorities are understood; their interests are balanced with organizational demands and requirements; and necessary actions are effectively communicated to them. Employee/customer satisfaction is conveyed;
- When serving on teams and workgroups, contributions are substantive and completed according to standards;
- Resolution of operational challenges and problems without assistance from higher level staff;
- Acquires new skills and knowledge through traditional and other means, to meet assignment requirements; and/or
- Demonstration of ethics, integrity and accountability that achieve DHHS and agency goals.

c. Minimally Successful (MS)

The employee had difficulties in meeting expectations. This is the minimum level of acceptable performance for retention on the job. Improvement is desirable. Examples include:

- Occasionally fails to meet assigned deadlines;
- Work assignments occasionally require major revisions or often require minor revisions;
- Application of technical knowledge to completion of work assignments is not reliable;
- Occasionally fails to adhere to required procedures, instructions, and/or formats in completing work assignments;
- Occasionally fails to adapt to changes in priorities, procedures, or program direction; and/or
- The employee's impact on program performance, productivity, morale, organizational effectiveness and/or customer satisfaction needs improvement.

d. Unacceptable (U)

The employee failed to meet expectations. Immediate improvement is essential for job retention. Examples include:

- Consistently fails to meet assigned deadlines;

- Work assignments often require major revisions;
- Consistently fails to apply adequate technical knowledge to completion of work assignments;
- Frequently fails to adhere to required procedures, instructions, and/or formats in completing work assignments; and/or
- Frequently fails to adapt to changes in priorities, procedures or program direction.

Section 6 – Progress Review

It is the intent of the PMAP that the employee and supervisor work together constructively to enhance employee performance and further accomplishment of mission related goals.

There should be continuous feedback between the employee and his/her supervisor. At a minimum, one formal progress review shall be held between the supervisor and the employee, at approximately mid-point in the rating cycle. Ratings are not assigned for progress reviews. A written narrative is not required, unless performance is less than Fully Successful. Along with providing an interim assessment of performance, this provides an opportunity for supervisors to discuss and document evolving priorities or other organizational changes impacting employee work assignments. The performance plan may be updated to reflect these changes in the work situation. Any changes must be initialed and dated by the employee and the rating official.

Employees will be allowed at least five (5) working days advance notice in order to provide input on their progress review to the Rating Official. This input becomes a part of the official performance appraisal. Any additional documentation may be retained by the employee as he/she may deem appropriate. The rating official and the employee will sign and retain a copy of the progress review.

A written midyear progress review will be provided for each employee whose performance is less than Fully Successful in any element. It will include specific deficiencies and steps to bring performance to Fully Successful including references to unsuccessful efforts made during the performance period if appropriate.

If a bargaining unit employee is performing at less than Fully Successful at midyear, the Union shall be notified within 15 working days from the date of the midyear review.

Section 7. Summary Ratings

Summary rating means combining the written appraisal of each critical element to assign a summary rating level. A summary rating is given at the end of the appraisal period. In addition, summary ratings shall be provided:

- if an employee permanently changes positions during the appraisal year.
- if an employee is detailed or temporarily promoted to another position within DHHS.

- if an employee goes on a detail or Interagency Placement Agreement (IPA) assignment outside DHHS requests a summary rating.
- if there is a change in supervisors (the outgoing supervisor will provide summary rating).

The minimum appraisal period is 90 days. No summary rating will be prepared for an employee with fewer than 90 days under a performance plan.

The rating of record means the performance rating prepared at the end of the appraisal period for performance over the entire appraisal period. In most cases, a summary rating will become the rating of record. If more than one summary rating has been given during the appraisal year, the Rating and Reviewing Officials have discretion in determining the rating of record (final) based on such factors as length of time performance plans were in effect, complexity of assignments, etc.

A formal end of year rating must be developed and will involve one-on-one meeting to review performance, recommend and document any changes to the performance plan, and identify ways to enhance performance during the next appraisal period.

Employees will be allowed at least five (5) working days advance notice in order to provide input on their rating to the Rating Official. The Rating Official shall provide a written narrative for any ratings other than Fully Successful.

The end-of-year rating document consists of the following components:

- A performance rating indicating the overall level of performance achieved by the employee for the calendar year.
- Any written input the employee may have provided.
- A narrative justification for each element rated other than Fully Successful.

The supervisor may elect to provide, or the employee may request to receive the final rating at least two (2) days prior to the rating official/employee meeting.

If the employee disagrees with the final rating of record, he/she may supply additional documentation of achievements and ask for a re-evaluation by their immediate supervisor (Rating Official). The immediate supervisor may, with the approval of the reviewing official, change the rating.

If the employee and the immediate supervisor (Rating Official) are unable to reach an agreement as to the final rating, the employee has five (5) working days to ask the reviewing official for a re-evaluation prior to filing a grievance or any other appeal option (Section 10). The Rating Official has five (5) working days in which to respond.

A rating will be assigned to each critical element (Administrative Requirements and the individual critical elements under the Individual Performance Outcomes). This rating will be based upon the extent to which the employee's performance met one of the rating

level definitions (Exceptional, Fully Successful, Minimally Successful, and Unacceptable).

If a bargaining unit employee is performing at less than Fully Successful at end-of-year, the Union shall be notified within 15 working days of the final employee-supervisor review meeting in which the employee is given their rating.

The rating level definitions will be assigned a numerical score as follows:

- Exceptional: 5 points
- Fully Successful: 3 points
- Minimally Successful: 2 points
- Unacceptable: 1 point

After rating and assigning a score to each critical element, the rating official will total the points and divide by the number of critical elements, to arrive at an average score (up to one decimal place). This score will be converted to a summary rating based on the following point values:

- Exceptional: 4.4 to 5 points
- Fully Successful: 3 to 4.3 points
- Minimally Successful: 2 to 2.9 points
- Unacceptable: 1 to 1.9 points

Exceptions to the mathematical formula:

- If an employee receives Minimally Successful on one or more critical elements, he/she cannot receive a summary rating of higher than Fully Successful, regardless of the average point score.
- A summary rating of Unacceptable must be assigned to any employee who is rated Unacceptable on any critical element.
- An employee who did not have the opportunity to perform a job element in his/her performance plan (e.g., resource constraints, etc.) will not be rated on it; the weight for that element will be distributed equally among the remaining elements.

Section 8. Performance Improvement

Actions Based on Unacceptable Performance

If performance on any element is determined to be Unacceptable at any time during the rating period, the supervisor will provide assistance to help the employee improve performance to an acceptable (Minimally Successful) level. The supervisor (Rating Official) must, at a minimum, give written notice to the employee of his or her failure to demonstrate acceptable performance and give the employee an opportunity to

demonstrate acceptable performance under a Performance Improvement Plan (PIP). Management will notify the Union of any employee who is placed on a PIP. Reference to this Unacceptable determination must also be indicated/referenced on the PMAP. Separate, written notification must include the following:

- The specific element(s) on which the employee's performance is determined to be Unacceptable, including specific examples of how the employee's performance fails to meet this level of performance;
- The performance requirement(s) that must be met;
- The specific assistance that will be provided to help the employee improve performance;
- The specific period of time the employee will be given to demonstrate acceptable performance; and
- Notification that actions may be initiated to reassign, reduce in grade, or remove the employee if performance does not improve to the Minimally Successful level.
- Supervisors will consult with the servicing Human Resources Center or Office for assistance in dealing with unacceptable performance.

The supervisor can take action of reassignment, reduction to the next lower appropriate grade, or removal; however, the employee is entitled to a thirty (30) day advance written notice of the proposed action which identifies the specific instances of Unacceptable performance and specifies the effective date, the action to be taken, and the employee's right to appeal the decision.

The written notice will:

- specify directly or by reference, the instances of Unacceptable performance on which the decision is based;
- have concurrence with the superior of the proposing supervisor; and
- specify the effective date, the action to be taken, and the employee's right to appeal the decision.

An employee who is reassigned or demoted to a position at a lower grade will be issued a performance appraisal 90 calendar days after assignment to the new position and issuance of a new PMAP.

If an Unacceptable rating is assigned at the end of the appraisal period and no PIP was in place, this rating becomes the rating of record and the next appraisal period will begin with the employee placed on a PIP.

Actions Based on Minimally Successful Performance

The Minimally Successful level describes performance that is adequate for retention in the position. Supervisors are strongly encouraged to closely monitor an employee who is rated Minimally Successful and to offer any assistance needed to bring the employee's performance to the Fully Successful level. Employees who receive a Minimally Successful rating are not eligible to receive a within-grade increase.

Section 9. Performance Awards

Actions Based on Exceptional or Fully Successful Performance

Performance awards are an integral part of the performance appraisal process. As such, they are tied to the rating of record, and submitted and considered for approval only at the conclusion of the rating period. Employees whose summary rating is Exceptional (E) will receive a performance award payment of between 2.5% and 5% of base salary (as of the last day of the rating period- December 31), subject to funds availability within the agency. Employees may choose to convert a portion of the cash award amount of the performance award into time-off equivalent – not to exceed 40 hours. If there is any excess of the award due, if the 40 hours time-off award is selected, it must be paid in cash. Employees receiving an Exceptional rating are also eligible for a Quality Step Increase (QSI). However, employees will not receive both a QSI and a cash award for the same performance.

Employees whose performance is Fully Successful may be eligible for a performance award, at the discretion of the agency, of up to 2% of base salary (as of the last day of the rating period-December 31), subject to funds availability. However, all employees rated Exceptional must be paid "in full" first. Employees may choose to convert a portion of the cash award amount of the performance award into time-off equivalent - not to exceed 40 hours. If there is any excess of the award due, if the 40 hours time-off award is selected, it must be paid in cash.

Employees who receive Fully Successful ratings are not eligible for a Quality Step Increase, since performance must be rated at the highest rating available (i.e., Exceptional) and exhibit performance at a sustained level which is significantly above the Fully Successful level. Employees who receive Minimally Successful or Unacceptable ratings are not eligible for performance rating-based cash awards or Quality Step Increases.

NOTE: Agency may also exercise existing authorities to provide employee recognition for short-term accomplishments using other award types, including, but not limited to, Special Act/Special Service Awards, and Time-Off Awards, as appropriate.

Section 10. Appeal Option

Employees are encouraged to discuss disagreements with the Supervisor/Rating Official and the Reviewing Official in an attempt to resolve the issue informally. If the employee disagrees with the Rating of Record, the employee may, after the appeal efforts within this Article have been met, file a Grievance in accordance with Article 36 of this Agreement or the employee may pursue EEO complaint procedures, if he/she believes the rating is based on prohibited discrimination.

Article 21

INCENTIVE AWARDS

Section 1. Purpose

- A. The incentive awards program exists to enable the Employer to recognize employees for meritorious performance, excellence, and creativity through the use of monetary and non-monetary awards. Improved morale, motivated employees, and enhanced performance are some of the benefits of a successful incentive awards program. This process will be administered in a fair and equitable manner for all employees. The incentive awards program covers awards such as performance, suggestion, invention, patent, special act or service, quality step increase, honor, group, and time-off.
- B. The parties recognize that the Agency budget must be considered in the granting of monetary awards.
- C. The number and frequency of awards an individual employee may receive is limited only by statute. Award amounts for suggestions, inventions, special acts or services, and patents are based on established HHS guidelines which describe the tangible or intangible benefits to the Agency.

Section 2. Law

The incentive awards program will be administered in accordance with 5 CFR 451, 45 CFR, Part 6 and Part 7. Unless stipulated otherwise in this agreement, such actions will also be in accordance with HHS Instructions 451-1 and 430-5 and HRM Manual Chapter 451-1.

[**Sources** - http://www.access.gpo.gov/nara/cfr/waisidx_06/5cfr451_06.html
http://www.hhs.gov/ohr/manual/96_23.pdf http://www.hhs.gov/ohr/manual/95_9.pdf]

Section 3. Definitions

- A. Honor Award--non-monetary competitive awards granted in recognition of outstanding accomplishments or career service;
- B. Quality Step Increase--increase in employee's basic rate of pay from one step of the grade of their position to the next higher step of that grade based on sustained superior performance;
- C. Special Achievement Award--monetary award based on contributions such as work on a special project, performance exceeding job requirements on a particular assignment or task, a scientific achievement, or an act of heroism;

1. Time-off Award - a type of Special Achievement Award in which the employee is granted an excused absence without loss of pay and is not charged to the leave balance. This leave cannot be exchanged for monies.
 2. On the Spot Award - a type of Special Achievement Award which is based on a one time contribution within or outside the employee's job responsibilities that is beneficial to CDC.
- D. Sustained Superior Performance--the demonstration of sustained performance at a high-quality level significantly above that expected at the fully successful level.

Section 4. Implementation

- A. The Employer will encourage supervisors to give monetary awards whenever possible. Supervisors will be encouraged to consider the merits of granting a cash award versus a time-off award. Awards will be processed in a timely and expeditious manner to the extent possible by the Employer.
- B. Non-monetary awards may be initiated by either the Employer or employees.
- C. On a quarterly basis, the Employer will provide the Union with a list of all monetary awards. The following information, sorted by branch, activity or function, will be provided: number, types, and amounts of awards. Disclosure of this information will be made in accordance with the Privacy Act.
- D. Labor and management may periodically review the awards process and make recommendations for improvement.

Article 22

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. Purpose

The parties agree that the training and development of employees is of critical importance in carrying out the mission of the Agency. The Employer will provide training and career development opportunities to employees of the bargaining unit consistent with Agency goals and in keeping with the principles of equal employment opportunities. The Employer is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.

The parties agree that there may be reorganizations, technological changes, RIFs, or other major actions that could have an impact on job security. Under these circumstances, the Employer will make every effort to provide training that would allow employees to move into existing or projected vacancies, consistent with budget and staffing restrictions.

Section 2. Law

Training and career development opportunities will be made available in accordance with 5 CFR 410. Unless stipulated otherwise in this agreement, such actions will be in accordance with HHS Instruction 410-1, CDC Career Mobility Program, or CDC Career Opportunity Training Agreement Program (COTA), and Individual Learning Accounts. [Source - <http://aops-mas-iis.cdc.gov/Policy/Doc/policy329.htm>]

Section 3. Types of Training

- A. Mission-related training is training that supports agency goals by improving organizational performance at any appropriate level in the agency, as determined by the appropriate agency official. This includes training that:
 - 1. Supports the agency's strategic plan and performance objectives;
 - 2. Improves an employee's current job performance;
 - 3. Allows for expansion or enhancement of an employee's current job;
 - 4. Enables an employee to perform needed or potentially needed duties outside the current job at the same level or responsibility; or
 - 5. Meets organizational needs in response to human resource plans and re-engineering, downsizing, restructuring, and/or program changes.

- B. Long-term training is designed to support agency goals and involves the competitive process to select employees to attend a formal educational program at an institution of higher learning.

- C. Short-term training is designed to improve or enhance current performance, provide new skills, or refresh existing skills.

- D. Mandatory training is required by law and regulation or has been determined by the appropriate agency official to be necessary to meet an agency need.
- E. Career development training is composed of competitive programs that provide lower-graded employees an opportunity for advancement into new career fields.
- F. Career enhancement training is any type of training that enhances an individual employee's skills and that meets the Agency's goals.

Section 4. Funding

- A. The Employer will ensure that funding will be available for approved training. Cost efficiency must be considered in approving training requests.
- B. A balance between quality and cost will be considered in selecting training providers.
- C. All expenses for mandatory training will be paid by the Employer.

Section 5. Implementation

- A. The Employer will provide optimum training consideration for all employees.
- B. Training requests will be approved at the lowest level allowed by CDC delegations of authority.

Section 6. Responsibilities

- A. Employer responsibilities:
 - 1. Honor requests from employees for information on specific training opportunities;
 - 2. Be proactive in making information available about training opportunities;
 - 3. Make a good faith effort to schedule training during core hours;
 - 4. Respond to training requests in a timely manner;
 - 5. Notify the Union when mandatory training will extend outside core hours;
 - 6. Make a good faith effort to jointly develop Individual Development Plan (IDP) to allow the employee the use of their Individual Learning Account funds.
- B. Employee responsibilities:
 - 1. Ensure training requests are complete, accurate and timely;
 - 2. Complete any training they are approved to attend barring any unforeseen compelling reason not to attend;
 - 3. Provide sufficient lead time when it is necessary to cancel training in order to allow the Employer to substitute, reschedule, or cancel without charge;
 - 4. Must obtain official notification of approval prior to attending training; and
 - 5. Complete an IDP if desired.

Article 23

EMPLOYEE ASSISTANCE PROGRAM

Section 1. General

The parties support the objective of assisting employees with personal problems which may or may not affect their job performance. This assistance includes finding treatment for employees, following up during their recovery, and helping them return to full productivity. Given this common objective, the parties agree to work together to promote the employee assistance program (EAP), which is designed to assist employees and their families affected by problems including, but not limited to, alcohol, drug abuse, emotional illness, financial problems, and other personal problems. [Source - <http://intranet.cdc.gov/ohs/eap/>]

The parties agree that the scope of voluntary employee counseling services is restricted to: Matters relating to problem identification; referral for treatment or rehabilitation to an appropriate community service or professional resources; and follow up to aid an employee in achieving an effective readjustment to his/her job during and after treatment. Such counseling should be short term.

If the Employer requires EAP counseling for resolution of employee misconduct or job performance issues, such referrals will be consistent with the terms of Article 40 - Disciplinary and Adverse Actions) and counseling session will be done on the clock with no charge to leave.

Section 2. Employee Reminder

Management shall periodically make employees, supervisors, and managers aware of the employee assistance program.

Article 24

SAFETY, HEALTH, AND WELLNESS

Section 1. General

- A. The Employer shall provide a safe and healthy work environment and comply with all applicable regulations. The employee has the responsibility to adhere to safe and healthful work practices.
- B. The parties agree to cooperate in a continuing effort to reasonably avoid and reduce the possibility of and eliminate accidents, injuries, and health hazards in all areas under the Employer's control.
- C. In the case of an emergency, management will assess the emergency and determine the proper course of action to take (i.e. water or power outage) to minimize the impact to employees. When possible, management will notify the Union of the action to be taken.

Section 2. Committees

- A. A Safety and Health Committee will be established. A charter will be developed with Union and management input. The charter will be periodically reviewed and updated as needed.
- B. The Employer will give the Union the opportunity to have a Union representative on the Committee.

Section 3. Reporting and Abatement of Unsafe and Unhealthy Working Conditions

- A. The parties recognize that it is the right and responsibility of each employee to report unsafe or unhealthy conditions. Employees observing these conditions should first notify their immediate supervisor and may then report the issue to the Union. The Employer shall make reasonable efforts to abate unsafe or unhealthy working conditions.
- B. Neither party shall subject any employee to restraint, interference, coercion, discrimination, or reprisal for filing a report alleging unsafe or unhealthy working condition or other participation in the Agency's occupational safety and health program activities.

Section 4. Training

The Employer will provide employees with the appropriate and required orientation and training to perform their jobs safely.

Section 5. Inspections

The Union will be notified of agency site-wide safety inspections.

Section 6. Protective Clothing

The parties recognize that working conditions may affect employees' health and safety. Management will attempt to limit the employees' exposure to unsafe conditions. Proper protective clothing will be supplied as determined by a job safety analysis.

Section 7. Use of Insecticides or Other Like Chemicals

Application of insecticides will be scheduled for the weekends when practical. Material data sheets will be made available to all employees if requested. A copy will be posted in advance in the building to be treated.

Section 8. Notification of Dangerous or Unsanitary Conditions

When the Employer determines that a serious condition exists that may affect employee health and safety and that cannot be remedied immediately, the Union will be promptly notified.

Section 9. Emergency Preparedness

- A. The Union will be provided a copy of the current emergency preparedness plan and will be advised when updates are prepared.
- B. The Employer will take steps, on at least an annual basis, to ensure that employees are familiar with the proper procedures for leaving their work areas during emergency situations. When such emergencies occur, the Employer will take all steps necessary to expeditiously and safely evacuate all employees.

Section 10. Wellness Programs

The parties acknowledge that programs and services designed to improve the quality of life for employees leads to increased productivity and enhanced employee morale and job satisfaction. The parties are committed to providing a work environment that supports and promotes healthy lifestyles which may include physical fitness, nutrition, stress management, smoking cessation, and similar programs.

Section 11. Ergonomics

The Employer will make every reasonable effort to provide employees, as appropriate with ergonomic workstations i.e. furniture and equipment that are adapted to human characteristics and capabilities in order to improve the employee's well-being and optimize productivity.

Article 25

TEMPORARY, PART-TIME, PROBATIONARY EMPLOYEES, AND FELLOWS

Section 1. Temporary/Term Employees

- A. A temporary or term appointment is indicated on the SF-50, Notification of Personnel Action that an employee receives after being hired. The SF-50 typically includes a Not-to-Exceed (NTE) date.
- B. Persons hired under time-limit appointments do not acquire competitive status from the appointment, and they may not be converted to either career conditional or career status without appropriate examination and competition.
- C. The employment of a temporary employee ends automatically on the anticipated expiration date of his/her appointment, unless the employee was separated prior to that date, or the employee receives written notice that the appointment has been extended.
- D. A temporary employee's appointment may be terminated before the anticipated expiration date of his/her appointment due to reasons including, but not limited to lack of funds, lack of work, or for cause. When possible, these temporary employees will be given two (2) weeks advance notice prior to the termination of their appointment. Any termination will be reflected in a written notice, stating the reasons for the action and if applicable appeal rights, and notifying the employee of his/her option to resign.

Section 2. Part-Time Employees

- A. If a full-time employee wishes to convert to part-time, he/she shall make a request to his/her supervisor in writing. The employer will give good faith consideration to the employee's request based on the employee's circumstances and qualifications and current and anticipated work requirements.
- B. Employees who accept or convert to part-time positions may request full-time when circumstances change. The employer will give good fair consideration to the employee's request based on the employee's circumstances and qualifications and current and anticipated work requirements.
- C. An employee who has made a written request and who is denied conversion from full-time to part-time, or part-time to full-time, will be notified in writing.

Section 3. Probationary Employees

- A. The Employer agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.

- B. During the probationary period, employees will be entitled to ongoing counseling about their performance and standing through completion of their probationary period.
- C. When the employer determines that a probationary employee is to be separated based on work performance or conduct due to failure to demonstrate fitness or qualifications for continued employment, the employer will give reasonable notice of such action to the Union.
- D. Probationary employees are part of the bargaining unit and have the right to Union representation.
- E. Probationary employees will be advised of their progress prior to the end of the 10th month, but management retains the right to terminate at any time during the probationary period.

Section 4 – Fellows

- A. CDC uses various hiring mechanisms including, but not limited to, Research Service Fellows (Title 42 Appointments) and Health Communications Fellows. CDC policies cover the criteria for the employment of such fellows. Fellows do not acquire competitive status from the appointment, and they may not be converted to either career conditional or career status without appropriate examination and competition.

[**Source** - <http://intranet.cdc.gov/hr/employment/title42.html>]

- B. Fellows who are FTE employees are part of the bargaining unit and have the right to Union representation.
- C. Fellows who are FTE employees are covered by the Performance Management Appraisal Program.

Article 26

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. General

The parties agree to cooperate in providing equal opportunity for all persons; to prohibit discrimination because of age, sex, race, religion, color, national origin, or disability; and to promote the full realization of equal employment opportunity through a positive and continuing effort.

Section 2. Exchange of Information

The parties agree to advise each other of outstanding equal opportunity issues and to seek solutions. This does not refer to individual complaints.

Section 3. Diversity Council

The purpose of the council is to support and promote Diversity Initiatives as well as EEO standards. The diversity goals include improving recruitment, mentoring and retention of a diverse population of employees, supervisors and managers. These goals may be realized through promotion of better understanding and acceptance of diverse values and enhancement of personal commitment and accountability for diversity.

The Counsel will advise and recommend to the Employer actions to improve issues related to working conditions, practices, and policies to support fairness of opportunity in all aspects of employment.

The committee will work to increase awareness and effectiveness of both the Diversity and EEO programs and their supporting activities.

The Union will be provided the opportunity to have a representative on the counsel.

Section 4. EEO Complaint Resolution

The Union shall be notified of all proposed remedial or corrective actions that impact conditions of employment for bargaining unit employees.

Article 27

DRUG TESTING

Section 1. Purpose

Executive Order 12564 establishes the goal of a drug free federal workplace. The Order makes it a condition of employment for all Federal employees to refrain from using illegal drugs on or off duty.

The Employer agrees that the establishment and administration of its drug testing program will be done in compliance with all applicable laws, regulations, and this Agreement.

Section 2. Implementation

- A. In accordance with law and regulation, employees will be subject to drug testing when:
 - 1. They have been designated in testing designated positions (TDP's).
 - 2. They are participating in a counseling or rehabilitation program, or as part of a follow-up testing program.

- B. Employees in TDP's shall be notified of the following in writing:
 - 1. They are subject to random testing.
 - 2. The testing will begin no sooner than thirty (30) days from date of that notice.
 - 3. Testing is compulsory.
 - 4. The consequences of refusing to cooperate in the program.

Employees will be required to sign the notice acknowledging receipt. If employees believe they were wrongly designated as a TDP, they can file a request for review to the HHS Drug Policy Review Board within fifteen (15) days of notification.

- C. The following procedures, subject to law and regulations, will be used for testing:
 - 1. When randomly selected, employees and their supervisors are notified and the employee must report to the testing site within 24 hours.
 - 2. Management will direct selected employees to report to a designated location to be tested.
 - 3. Tests will be given in a sanitary and private area.
 - 4. All samples will be subject to chain of custody procedures established by the testing lab.
 - 5. Employees are entitled to confidentiality in matters affecting drug testing, and information will be released only to officials or employees with a need to know.

6. Management will make transportation available for the employee to report to the testing station.
 7. Employees will be required to show their HHS employee photo identification badge to the collector.
- D. If the report is positive, the Medical Review Officer (MRO) should conduct employee medical interviews, review employee medical history, or review any other relevant biomedical factors. If the MRO determines there is justification for the positive result, the employee will be referred to the EAP counselor for guidance, counseling, assessment and referral for rehabilitation. The employee will be allowed up to six sessions during normal duty hours for the assessment and referral process. Rehabilitation and counseling will occur on the employees' own time. An employee who has returned to work after successful rehabilitation will be subject to follow-up testing.
- E. Disciplinary action shall be initiated against employees found to use illegal drugs; however, employees who voluntarily admit illegal drug use prior to testing shall not be disciplined unless the employee fails to refrain from further drug use. An action to remove an employee from Federal service shall be initiated for failing or refusing to obtain counseling or rehabilitation after having been found to use illegal drugs or having been found not to have refrained from illegal drug use after a first finding of illegal drug use.
- F. Normally, employees will be returned to duty after successful completion of rehabilitation. The Employer will consider placing the employee in the same or similar position occupied before the problem occurred unless sound reasons exist for making other assignments.
- G. Collectors and laboratories used by CDC in the drug testing program shall meet standards set forth in HHS guidelines.

Article 28

EMPLOYEE ASSOCIATION

Section 1. Purpose

The purpose of this article is to allow for the creation of an employee association [<http://aops-mas-iis.cdc.gov/policy/Doc/policy15.pdf>] and to promote and foster enterprises of any and every kind that may be for the welfare, benefit, assistance, recreation, and convenience of employees.

Section 2. Implementation

When employees have indicated the desire to establish an employee association, they will present a proposal to the Employer. There will be a management official assigned as the liaison to the employee association. The Employer and the Union will solicit volunteers to develop a charter and bylaws for the association. All employees are eligible and membership is voluntary.

The Employer will provide employee associations with reasonable amounts of space as may be required for business operations. The Employer may authorize the use of official time by officers and the members of the governing bodies of employee associations for conducting association business in accordance with the following standards:

- A. Use of official time for conducting association business must not interfere with the proper performance of the employee's regular duties.
- B. Use of official time will be confined to matters that cannot reasonably be taken care of outside official hours.
- C. Official time will not be used to participate in recreational activities of the association.
- D. Official time will not be used to conduct day-to-day business operations of the association.

Article 29

SPACE ALLOCATION

Section 1. Purpose

- A. The purpose of this article is to describe the methodology to be used when office moves or space reallocation is required due to the following reasons:
 - 1. A reorganization occurs which changes the make up of an organizational unit and current space allocation is inadequate;
 - 2. Existing space no longer is functional because of facility issues; or
 - 3. New/additional space becomes available.

Section 2. Selection Criteria and Process

- A. The following criteria will be used to determine employee placement:
 - 1. Mission/work requirements;
 - 2. Grade level of full-time permanent employees in descending order; and
 - 3. Seniority, in grade, while working in the recognized Unit.
- B. Exceptions to space allocation may be granted as a reasonable accommodation for: qualified persons with disabilities; temporary quarters pending proper office construction and configuration; and short-tem project assignment with definite end date.

Article 30

OFFICIAL TRAVEL

Section 1. General

- A. The parties agree that the nature of the work performed may require that employees travel to various locations away from the official duty station in order to perform their work.
- B. The Employer agrees that when official travel is necessary, employees will be reimbursed in accordance with Federal travel regulations, and will receive compensation for hours worked while in a travel status in accordance with applicable laws and regulations, including Title 5 U.S.C., and the Fair Labor Standards Act. Official travel will be scheduled and arranged to occur during normal duty hours to the maximum extent possible.
- C. Travel should occur during regular duty hours. Employees retain the right to travel on their own time if they so choose.
- D. The Employer will allow employees to take annual leave in connection with domestic travel in accordance with the policy in effect at the date of the approval of this agreement.
- E. Management will not require an employee to incur any unreasonable travel in order to achieve a reduction in per diem costs.

Section 2. Rental Car

An employee traveling on official business may request the use of a rental vehicle. Management will consider the request against current travel regulations, and evaluate the feasibility of alternative means of transportation. When allowed by regulation and determined to be in the best interest of the Government, the use of a rental vehicle will be authorized.

Section 3. Temporary Duty Assignments

Management will consider and grant, when possible, requests by employees to return to their duty station during long-term temporary assignments.

Section 4. Telephone Calls

Employees traveling over night on government business in the United States may make one (1) telephone call, of reasonable duration, to conduct personal business each day of travel. The use of government-issued calling card is encouraged for all calls.

Section 5. Government Vehicles

- A. The Employer recognizes the responsibility to provide employees transportation when conducting authorized travel. Employees will not be required to use their own vehicles for official travel. When an employee requests to use their own vehicle and such request is approved, they will be compensated for such use in accordance with applicable regulations.

- B. The Employer will not require employees to drive in unsafe vehicles. When an employee is assigned a Government vehicle that is not functioning or equipped properly, the employee shall report the situation to the supervisor. If a Government vehicle breaks down while on travel and the employee puts in more time than the normal work day, he/she will be compensated in accordance with applicable law. All Government vehicles will be inspected annually.

LEAVE, TIME, AND WORK SCHEDULES

Article 31

ANNUAL, SICK, AND OTHER LEAVE

Section 1. Introduction

Every effort will be made to allow employees to properly utilize all types of leave during the calendar year. All types of leave requests will receive fair and equitable consideration. Leave requests should be made in a timely manner to allow the employer to ensure work coverage. Leave approvals and denials must also be timely.

Section 2. General Requirements

- A. Requests for more than 8 continuous hours of leave needs to be submitted in writing, using the OPM-71, "Application for Leave," or other written means such as email. In the case of extenuating circumstances, the request may be verbal. Requests for leave of 8 continuous hours or less may be verbal. Every effort will be made between parties to resolve conflicting leave requests.
- B. Approval decisions will be made at the lowest allowable delegated level. Approvals for leave of more than 8 continuous hours will be documented in writing. Approvals for leave of 8 continuous hours or less may be verbal.
- C. Denial of leave requests or revocation of pre-approved leave will be communicated to the employee in the same form as the leave was requested. The rationale for the denial/revocation should also be communicated to the employee in that form. Barring official leave restrictions, denials for leave must be based on employee safety and/or work requirements.
- D. Employees are accountable for accurate timekeeping using the automated system.
- E. A voluntary leave transfer program is available to help employees who are experiencing a medical or family emergency and who have exhausted all of their available leave. The voluntary leave transfer program will be administered in accordance with agency regulations. Applications to the agency for the program will receive fair and equitable consideration.
- F. With supervisory approval, non-occupationally related visits to on-site medical facility will not be charged to leave.
- G. If leave is required for an occupational injury or illness, it will be administered under the appropriate worker's compensation laws.

Section 3. Annual Leave

- A. Annual leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes. Employees may request use of annual leave at any time, in any duration or pattern. Since employees' reasons for requesting annual leave use are often personal in nature, the reasons are not normally required in the annual leave request. Should the employee choose to provide the reason for the absence, the Employer agrees to keep the information confidential.
- B. Except for emergencies, an employee's use of annual leave must be authorized in advance and before the actual absence commences.
- C. The Employer may request that employees schedule use/lose annual leave no later than three pay periods prior to the end of the leave year. When properly scheduled annual leave is lost at the end of the leave year because of urgent necessity of public business or documented medical reasons, the Employer will recommend the restoration of leave.
- D. Under certain circumstances, annual leave may be advanced only in an amount that does not exceed the leave the employee can be expected to accrue by the end of the leave year.

Section 4. Sick Leave

- A. Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences as defined by law. Authorization for sick leave use, because of its nature, is not usually obtained in advance, except for cases where employees know they will be unable to work because of medical, dental, or optical examinations or treatment, surgery, a period of convalescence, a lengthy illness, etc.
- B. An employee may provide a personal statement of illness to support a sick leave absence. The Employer may request medical certification if an employee's illness extends more than three days or for a lesser period when determined necessary.
- C. Under certain circumstances, sick leave, not to exceed thirty (30) days, may be advanced to employees in cases where an employee experiences a serious disability or ailment.

Section 5. Other Leave

- A. For other types of leave not previously covered above, leave will be granted in accordance with applicable law. These types of leave may include, but are not limited to, family-friendly, family-medical, religious, court-related, military, etc.
- B. The granting of leave without pay shall be in accordance with applicable regulations and be in the public interest. Except for military duty or Family

Medical Leave, employees on leave without pay will return to their current position. Restoration rights are administered in accordance with applicable rules and regulations for employees who are on leave for military duty or on Family Medical Leave.

Section 6. Official Leave Restrictions

- A. The Employer shall discuss a suspected leave abuse problem with the employee. During the discussion, the employee will be given the opportunity to explain his/her leave usage. The Employer may elect to afford the employee an opportunity to correct the behavior after the discussion.
- B. When an official leave restriction must be imposed, it will be in the form of a written memorandum to the employee and will not be imposed without valid reasons. Frequency or amount of leave used will not be the sole factor for determining leave abuse.
- C. The official leave restriction memorandum will indicate a period of time in which the employer will review the leave abuse problem with employee and if warranted, remove the leave restriction memorandum.

Article 32

EXCUSED ABSENCES/ADMINISTRATIVE LEAVE

Section 1. General Information

Excused absence (sometimes called administrative leave) is an absence from duty administratively authorized without loss of pay to the employee and without charge to employee's leave.

Section 2. Closing of Workplace

Occasionally, severe inclement weather or other conditions posing health hazards may result in the administrative closing of the workplace and the excused absence of non-emergency employees for a day or part of a day.

- A. If a decision is made prior to the beginning of the workday to close all or part of the day, the employees will be notified through the public media, i.e. radio and television, the weather hot line, or by management.
- B. If the decision to close the workplace occurs during the workday, the notice of specific release will be communicated through supervisory channels and email.

Article 33

OVERTIME AND COMPENSATORY TIME

Section 1. General Information

- A. The parties recognize that overtime is used to ensure that our mission is achieved and to promote economy and efficiency in accomplishing the workload. Overtime may be necessary to complete temporary peak workloads; to react to emergency situations requiring special action to preserve health, welfare and safety of personnel; or to protect Government property. Hours of work officially ordered and approved in excess of employee's regularly scheduled work schedule will be administered in accordance with applicable laws, rules and regulations.
- B. When compensatory time off is the selected form of compensation for exempt employees, management will use discretion in making these decisions in accordance with applicable laws and regulations, to ensure that these decisions are made fairly, equitably and conservatively.

Section 2. Implementation

Overtime tasks will normally be assigned, fairly and equitably, to those employees who perform this work during regular time. When these employees are unavailable or when unique qualifications are required, management will select other qualified employees to perform the task.

- A. When an employee is called back to the work place, they will receive a minimum of two (2) hours compensation. The Employer will encourage monetary compensation for all employees, unless the employee elects otherwise.
- B. When possible, employees should be provided advance notice, to the extent possible, of the requirement to perform callback.
- C. In emergency situations, the supervisor will call back the best qualified, available employee. Rosters for non-emergency callback situations will be established in a manner that best fits the individual needs of the group. The criteria for the rosters will be negotiated with the Union.
- D. Employees with properly documented less than fully successful performance will not be called back for overtime.

Article 34

ALTERNATIVE WORK SCHEDULE (AWS)

Section 1. General

The Alternative Work Schedule (AWS) program is designed to allow employees the flexibility to vary their daily arrival and departure times, and, under some options, to vary the length of their work day or work week

In addition to the normal fixed tour of duty (7:45 a.m. - 4:15 p.m.), two types of AWS include the flexible schedule and the compressed schedule (definitions below). The nature of work performed may preclude the use of an AWS schedule for some segments of the organization. Schedules may be modified, varied, or limited by the supervisor based on safety or work requirements.

Section 2. Definitions

- A. Normal fixed tour of duty--fixed tour established for employees not participating in the AWS program. The tour of duty is Monday through Friday, 7:45 a.m. - 4:15 p.m. unless otherwise agreed to because of work requirements.
- B. Flexible schedule--divides the work day into two distinct kinds of time, core hours and flexible hours or bands. Under most flexible schedule arrangements, all employees must be at work or on approved leave during core hours, but they may establish their arrival and departure times during the flexible bands.
- C. Compressed schedule--a fixed schedule, designated to include core hours, between 6:30 a.m. and 8:00 p.m., Monday through Friday on scheduled work days. Employees with a compressed schedule can complete the 40-hour work week in fewer than 5 days or the 80-hour biweekly pay period in fewer than 10 days. The maximum work day may not exceed 12 hours of basic work requirement.
- D. Basic work requirement--the basic work week is the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.
- E. The basic work week for employees is Monday through Friday (40 hours per week). Exceptions may occur when mission requirements make it necessary to temporarily include Saturdays or Sundays as part of the basic work week for certain employees.

- F. Core hours--the time period during the work day that is within the tour of duty during which an employee is required to be present for work, unless accounted for by leave. Core hours are 9:00 a.m. - 11:00 a.m. and 1:00 p.m. - 3:00 p.m., Monday through Friday.
- G. Flexible time band--those hours of the work day in which the employee may select and/or vary their arrival and departure times. The flexible hours are 6:30 a.m. - 9:00 a.m. (morning flex band), 11:00 a.m. - 1:00 p.m. (the mid-day flex band), and 3:00 p.m. - 8:00 p.m. (afternoon flex band), Monday through Friday.
- H. Lunch break--a minimum of a 30 minute lunch break must be taken during the mid-day flex band, 11:00 a.m. - 1:00 p.m., if the employee is scheduled to work for more than 6 hours. Employees may choose to extend their minimum lunch break within the mid-day flexible time band up to a total of 2 hours, providing they meet the basic work requirements.
- I. Credit hours--those hours within a flexible work schedule that an employee elects to work, with advanced supervisory approval, in excess of his or her basic daily work requirement. An employee may earn up to 4 credit hours daily. Employees on compressed or fixed schedules may not earn credit hours.
- J. Supervisory approval--approval is by immediate supervisor.

Section 3. Requirements

- A. Work schedule designation--each employee must submit a Work Schedule Designation Form (CDC 0.841A) for approval in order to select a work schedule. An employee may select a normal fixed tour, compressed, or flexible schedule. When requesting a change in work schedule, a Work Schedule Designation Form must be submitted, for supervisory approval, a minimum of one (1) week (7 calendar days) prior to the requested start date. The immediate supervisor has the authority to approve/disapprove a work schedule designation request. This will be accomplished within three (3) work days of receipt of the request. If a request must be denied, the employee will be notified in writing as to the reason for denial.
- B. Earning and use of credit hours--credit hours may be earned and used in one quarter hour increments, and may not be advanced. An employee may earn up to 4 credit hours per regular workday, only after completion of a basic work requirement. Employees may earn up to 8 credit hours per day on weekends and holidays.

A full-time employee may accumulate more than 24 hours of credit time; however they may only carry over 24 credit hours per pay period. A part-time employee may only earn and carry over credit hours equal to 25% of their regular scheduled tour.

Credit hours may be earned when work is available or circumstances support continuing work. The earning of credit hours must be voluntary on the part of the employee. If management directs work, overtime rules apply.

- C. Approval/denial of credit hours--the earning and use of credit hours must be approved in advance by the employee's immediate supervisor. Requests for repeated scheduling (earning and use) need only be requested and approved once until changed. Blanket requests can be approved at the discretion of the supervisor. Justification for denial to earn credit hours includes but is not limited to: employees' safety, adverse impact on the mission, demonstrated poor performance, and demonstrated leave abuse. Employees will be given written rationale for all denials by their immediate supervisor.
- D. Temporary duty assignments--an employee in travel status may earn credit hours at a temporary duty location if the employee continues to work on a flexible schedule. The rules governing credit hours for work at the official duty station apply to employee's electing to work credit hours at the temporary duty location (i.e., the same procedures for requesting and approving credit hours in the office will apply for credit hours at the temporary duty location). While in actual travel time compensatory time for travel rules apply.
- E. Other options--an employee is eligible to participate in the AWS program at a telework site with advanced supervisory approval.
- F. Scheduling of events – when possible project meetings, training sessions, and other work related events should be scheduled during core hours. Management will notify the Union if any scheduled event must run outside of core hours.

Article 35

TELEWORK

Section 1. Purpose

The Parties recognize the mutual benefits of a telework program to the Employer and its employees. Balancing work and family responsibilities, as well as meeting environmental, financial, and commuting concerns, are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Employer to accomplish its mission. The telework program will be governed by applicable laws, and Government-wide rules and regulations. [**Source** - <http://aops-mas-iis/policy/Doc/policy6.pdf>]

Any telework program established will be a voluntary program, which permits employees to work at home or at other approved sites away from the office for all or a part of the workweek.

Section 2. Eligibility

Participation in telework is highly encouraged for those positions deemed eligible. Eligibility depends on job content (work to be performed) rather than on job title, grade level, type of appointment, or work schedule. An employee whose job is suitable for working from an alternate site and who meets the criteria in the policy is eligible to apply for telework. Employees who wish to telework must follow the Telework Request/Agreement Form requirements and submit renewals on an annual basis.

Section 3. Implementation

An employee must request telework via completion of the Telework Request Form, Employee Telework Agreement (required if request is for more than two weeks), and Home Safety Checklist.

PROBLEM RESOLUTION PROCEDURES

Article 36

GRIEVANCE PROCEDURES

Section 1. General Information

- A. The parties agree the success of their labor relationship depends largely on a spirit of cooperation and teamwork. Grievances do occur and must be dealt with in order to maintain a harmonious work environment. In as much as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, an employee's performance, or his/her loyalty or desirability to the organization.

- B. The Union will discourage processing of grievances by employees and the Union that are frivolous. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisor level.

The parties agree that every effort will be made to settle grievances at the lowest possible level.

- C. The Agency will notify the Union at the informal stage of the grievance process if management considers a complaint non-grievable. If the Union disagrees, it may proceed with arbitration. During the time of this appeal, the grievance process is held in abeyance at the informal stage.

Section 2. Definition

A grievance is defined as any complaint by an employee(s) or the Union concerning any matter relating to employment; or any complaint by an employee, the Union, or Management concerning the interpretation or application of this Agreement and any supplements or any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment.

Section 3. Exclusions

- A. This Article shall not govern a grievance concerning: Any claimed violation relating to prohibited political activities; retirement, life insurance, or health insurance; a suspension or removal in the interest of national security; any examination, certification, or appointment; or the classification of any position that does not result in the reduction in grade or pay of an employee.

- B. Separations, reductions in grade or pay resulting from a reduction in force or transfer of function are exempt from the negotiated grievance procedure.

Section 4. Choice of Procedures

- A. As provided for in 5 U.S.C. 7121, the following actions may be filed either under the procedures of this negotiated grievance procedure or under the procedures governing appeals to the Merit Systems Protection Board or Equal Employment Opportunity Commission:

[**Source** - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7121]

1. A removal or reduction in grade based on unacceptable performance (5 U.S.C. 4303). [**Source** - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc4303]

2. A removal, suspension for more than 14 days, reduction in grade, reduction in pay, and furlough of 30 days or less (5 U.S.C. 7512).

[**Source** - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc7512]

3. A prohibited personnel practice involving discrimination [5 U.S.C. 2301(b) (1)]. [**Source** - http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=browse_usc&docid=cite:+5usc2301]

- B. An employee shall be deemed to have exercised his/her option to raise a matter either under the applicable appellate procedure or under the negotiated procedure at such time as the employee timely files a formal grievance in accordance with the provisions of this agreement or timely files a notice of appeal under the applicable appellate procedure, whichever event occurs first.

Section 5. Representation

Employees who wish to be represented in processing a grievance under this Article shall be represented by a party designated by the Union. However, any employee or groups of employees in the unit may present their grievance to the Employer directly and have them adjusted without intervention by the Union. Any such adjustment must not be inconsistent with the terms of this Agreement and the Union shall be given the opportunity to have an observer at any adjustment meeting and receive a copy of the adjustment decision.

Section 6. Grievability

The Collective Bargaining Official will notify the Union at the informal stage of the grievance process if management considers a complaint non-grievable. If the Union disagrees, it may proceed with arbitration of the grievability in accordance with Article

37. During the grievability appeal, the grievance process is held in abeyance at the informal stage.

Section 7. Steps and Time Limits

The following are the steps of the normal grievance procedure. All grievances must be submitted in writing and include: identification of aggrieved employee(s), the specific nature of the grievance, and the specific action desired to alleviate the grievance.

Step 1. Within fifteen (15) working days from the date of the incident or from when the employee/Union has knowledge of the incident, a grievance shall be initiated stating that this is the first (informal) stage of the negotiated grievance procedure. The grievance may proceed in one of the following ways:

- (a) An employee representing himself/herself shall present his/her grievance to his/her immediate supervisor making it clear to the supervisor that he/she is representing himself/herself; or
- (b) If the employee elects Union representation, the Union shall present his/her grievance to the immediate supervisor. The employee may elect to be present; or
- (c) In the case of a Union-initiated grievance, the Exclusive Union shall present its grievance to the appropriate supervisor, or the Collective Bargaining Official, as appropriate.
- (d) Upon mutual agreement by both Union and management, a grievance may be submitted directly to the Collective Bargaining Official.

The management official at Step 1 has fifteen (15) working days from receipt of the grievance to respond in writing.

Step 2. If the grievance is not resolved at the previous step, the employee/Union will be responsible to see that the formal grievance is presented to the next level of supervision, within fifteen (15) working days of the receipt of the Step 1 management official's decision. This supervisor shall render his/her decision within fifteen (15) working days of receipt of the formal grievance.

Step 3. If the employee(s)/Union are not satisfied with the decision rendered in Step 2, the grievance will proceed in one of the following ways:

- (a) The employee/Union has up to fifteen (15) working days to elevate the grievance to each succeeding level of supervision. The appropriate management official has up to fifteen (15) working days to respond, or
- (b) If all levels are exhausted, the Union may elect arbitration or grievance mediation in accordance with Article 37, or

(c) By mutual consent, the Parties may agree to bypass interim levels. The parties may go to arbitration or grievance mediation in accordance with Article 37.

All time limits may be extended by mutual consent in writing. Deliberate failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the employee(s) or the Union to advance the grievance to the next step. Deliberate failure of the employee(s) or his/her representative to observe the time limits provided for herein shall constitute a basis for termination of the grievance by the Employer.

Article 37

ARBITRATION

Section 1. Invocation of Arbitration

If the parties fail to settle any grievance, then such grievance shall, upon written request by either party, be referred to arbitration. Such written requests must be submitted to the other party within thirty (30) working days following the receipt of a written decision by the CBO or, in the case of an Agency grievance, upon receipt of a written decision from the Union. Arbitration may be invoked only by the Agency or the Union.

Section 2. Selection of Arbitrators

- A. Upon receipt of a written request for arbitration, the parties will, within ten (10) working days, submit a joint request for a list of at least five (5) arbitrators from the FMCS. The parties will agree on areas of expertise to be required of the arbitrators on the list. Should either party refuse to participate in the joint request, the other party may request the list unilaterally.
- B. Once the list of arbitrators has been received, the parties will meet and select an arbitrator within ten (10) working days. Selection will proceed in one of the following two (2) ways:
 - 1. The parties mutually agree to an arbitrator from the list, or
 - 2. The parties alternatively strike names from the list until one remains.
- C. The flip of a coin determines who strikes from the arbitrator list first. Should either party refrain from participation in the selection process, the other party may unilaterally select an arbitrator from the list on the eleventh working day unless mutual written agreement has been reached to extend the process. The parties should jointly request that the arbitrator schedule a hearing within sixty (60) days or at the earliest available date thereafter. The parties will endeavor to hold hearings on-site whenever possible.

Section 3. Participants

- A. Bargaining unit witnesses and relevant participants will be granted an appropriate and necessary amount of official time to prepare for and testify at the hearing. The Union will request and obtain approval, in writing, for official time to prepare potential witnesses and its case. Management will promptly respond in writing to such requests. Management will notify the Union in writing of its intent to interview bargaining unit witnesses and afford the Union the opportunity to be present at these interviews.

- B. At least seven (7) working days prior to the hearing, the parties will exchange witness lists. At this meeting, parties will also attempt to stipulate as many pertinent documents and facts as possible.

Section 4. Responsibility for Fees

All fees and expenses of the arbitrator shall be shared equally by the parties. Costs of witnesses who are not on-site employees shall be borne by the party requesting the appearance of said witness. By mutual written consent, arbitration may be conducted as an oral proceeding with no verbatim transcript and no filing of briefs. The parties may jointly request and share in the cost of a verbatim transcript. In the event only one of the parties desires a transcript of the proceedings, that party shall be responsible for the full cost of the transcript. If the other party later requests a copy of the transcript, that party shall pay for half of the original costs.

Section 5. Arbitration Award

The decision of the arbitrator is binding. The arbitrator's decision will not alter the applicable collective bargaining agreement. However, if the decision impacts interpretation of language in the agreement, the parties will meet to discuss implications and potential modifications to the agreement. Each party has the right to file exceptions to the decision rendered by the arbitrator to the FLRA under prescribed procedures. Time extensions related to the arbitration process can be granted based on mutual written agreement of the parties.

Section 6. Expedited Arbitration

Some arbitration cases may be suitable for expedited arbitration. An expedited arbitration procedure is included in this article to provide an alternative for prompt and efficient handling of specified grievances. Requests for expedited arbitration should be within the time frame stated in Section 1 above. Requests, approvals, and denials must be in writing and include rationale. All rules for regular arbitration apply to the expedited arbitration procedure except for the following:

- A. Expedited arbitration can only be invoked by mutual agreement on any issue except for the following:
 - 1. Termination
 - 2. Reduction in grade
 - 3. Adverse actions
- B. Under this process, the parties jointly agree to request a hearing within thirty (30) days after agreement in writing to invoke expedited arbitration. An exception to the thirty (30) day requirement may exist for the purpose of scheduling multiple cases for expedited arbitration on the same day when feasible. It is important for both parties to fully comply with Section 3 for this process to be effective.

- C. The parties will agree to an arbitrator selection process applicable to circumstances with the goal of obtaining an arbitrator based on earliest availability.
- D. Parties agree to request from the selected arbitrator a bench decision and a written decision within forty-eight (48) hours.
- E. Arbitrator will ensure no unnecessary length in hearing due to irrelevant or repetitious testimony.
- F. Each party is allowed a total of two (2) hours for their entire case, unless otherwise mutually agreeable. This includes opening statements, examining, cross-examining, and closing statements. The arbitrator may also waive time limits for good and sufficient reasons.
- G. The expedited arbitration hearing shall be informal, with no briefs filed or transcripts made, and with relaxed evidence rules at the discretion of the arbitrator.

Article 38

ALTERNATIVE DISPUTE RESOLUTION

Section 1. General

Alternative Dispute Resolution (ADR) may employ mediation, neutral fact finding, and/or mini trials as methods to solve disputes. Either before or after a grievance is filed, the following ADR process may be followed, by mutual agreement:

- A. A meeting may be arranged by the Union and Agency representatives to attempt to resolve the matter. The Parties involved in the dispute should be present at the meeting;
- B. The meeting will include a mediator and the Parties may mutually agree to other participants such as Union and management representatives or subject matter experts;
- C. The Parties may meet at mutually agreeable times to attempt to resolve the matter;
- D. If the matter is resolved, the settlement agreement will be drafted in a formal written agreement and will be signed by the grievant, the Union and Agency representatives, and the grievance will be withdrawn;
- E. If the matter is not resolved through ADR, the grievance will continue through the grievance process;
- F. The grievant may resume the normal grievance process at any time during ADR, upon written withdrawal from the ADR process; and
- G. Offers to settle and aspects of settlement discussions will not be used as evidence or referred to if the grievance is not resolved by this process.

Decisions made in this process will be non-precedential and apply only to the specific dispute for which invoked. All settlement agreements will be binding on each party, and the dispute cannot be advanced any further in the grievance process. Any costs (which normally would be minimal, e.g., travel costs of third party neutrals) will be borne equally by both parties.

Section 2. Grievance Mediation

When the parties fail to settle any grievance in accordance with the procedures outlined in Article 36, the parties may, by mutual agreement, request grievance mediation from the Federal Mediation and Conciliation Service (FMCS). A request for grievance mediation must be submitted no later than 30 calendar days following the receipt of the final written grievance decision. During the grievance mediation process, the timeline for the formal arbitration procedure will be suspended. The results of grievance mediation are non-binding.

Article 39

UNFAIR LABOR PRACTICES

The parties mutually recognize the rights of all employees to file an Unfair Labor Practice (ULP) as stated in the Federal Service Labor Management Relations Statute.

Before filing an ULP charge with the Federal Labor Relations Authority (FLRA), either party to this Agreement will provide five (5) working days advance notice to allow an opportunity for expedited resolution of the dispute at the informal stage.

Article 40

DISCIPLINE AND ADVERSE ACTIONS

Section 1. Purpose

Maintaining discipline is not normally a problem in working environments where reasonable rules and standards of conduct and performance are clearly communicated and consistently enforced; where supervisors set a good example; where aspects of conduct and performance needing improvement are identified in a way that respects the employee's dignity; where employees are treated fairly and are encouraged to improve; and where good performers are recognized.

Constructive discipline is preventative and generally progressive in nature and seeks to develop, correct, and rehabilitate employees; to encourage their acceptance of appropriate responsibilities; and to prevent, if possible, situations where there is no alternative but to penalize. Progressive discipline should be corrective in nature and not punitive or retaliatory. When there is an indication that the employee is experiencing social or personal problems, this possibility needs to be considered before deciding on disciplinary action. When penalties are appropriate, they are applied as consistently as possible considering the particular circumstances of the cause(s) for disciplinary action. Discipline related to off-duty misconduct should have a clear nexus to the efficiency of the service, except for Federal offenses, which have an established statutory nexus.

Section 2. Law

Disciplinary and adverse actions will be taken in accordance with 5 CFR 735 and 5 CFR 752. Unless stipulated otherwise in this agreement, such actions will also be in accordance with HHS Instructions 751-1, 752-1, 752-2, 735-1, and HHS Circular 752-16.
[Source - http://www.access.gpo.gov/nara/cfr/waisidx_02/5cfr735_02.html]
[Source - http://www.access.gpo.gov/nara/cfr/waisidx_02/5cfr752_02.html]

Section 3. Definitions

- A. Adverse Action--a suspension for more than fourteen (14) calendar days, reduction in grade or pay, furlough of thirty (30) calendar days or less, and removal.
- B. Disciplinary Action--include suspensions for fourteen (14) calendar days or less and official reprimands.
- C. Furlough--the placing of an employee in a temporary status without duties or pay because of lack of work or funds or other non-disciplinary reasons.
- D. Investigation--formal process to find and evaluate the facts of a particular incident or case.

- E. Letter of Reprimand--a written notification to the employee admonishing their behavior.
- F. Letter of Warning--a written notification given to the employee. The warning provides the employee notice of potential disciplinary consequences if certain behavior continues.
- G. Oral Admonishment--an oral warning to an employee to correct inappropriate behavior.
- H. Progressive Discipline--a concept prescribing various steps of discipline and adverse actions which may be administered with increasing severity of the misconduct.
- I. Reduction in grade or pay--the placement of an employee in a lower grade or pay category.
- J. Removal--separation of an employee from federal service.
- K. Suspension--temporary placement of an employee in a status without duties or pay as a result of misconduct.

Section 4. Implementation

- A. In keeping with the concept of progressive discipline, actions imposed should be the minimum, in the judgment of the disciplining official, which can reasonably be expected to correct and improve employee behavior while maintaining discipline and morale among all employees. All circumstances being the same in a disciplinary or adverse action case, the concept of like remedies for like offenses will be applied. This provision shall not prevent the Agency from taking any appropriate action but shall require a reasonable basis when there is deviation from the concept of progressive discipline. All actions taken under this article will be initiated in the most expeditious manner.
- B. When the misconduct may be related to a social or personal problem, the Employee Assistance Program (EAP) may be considered as a possible early intervention tool.

Section 5. Investigations

- A. An employee who is to be questioned in connection with an investigation may request representation by the Union at any time that he or she reasonably believes that disciplinary action may result. If the employee requests representation, no questioning will take place until the Union has been given a reasonable opportunity to be present. When an employee provides a written statement, that employee will retain or be given a copy of their specific statement. In addition, upon employee request, a copy of the statement will be provided to their

designated representative. Supervisors, employees, Union representatives, and others involved in an investigation will not disclose any information gained through such investigations except in the performance of their official duties.

- B. After a notice of proposed action is given to an employee, their Union representative will be provided the opportunity to investigate and interview the parties to the incident. The Union has the right to file a request for information related to the investigation, provided the request demonstrates a particularized need.

Section 6. Informal Disciplinary Actions

- A. Oral Admonishments. Oral admonishments and/or counseling are not formal disciplinary actions and may be used as an early intervention tool to address inappropriate behavior. Records of oral admonishments are not documented in the Official Personnel Folder.
- B. Letters of Warning. Letters of warning are not formal disciplinary actions and are not filed in the Official Personnel Folder. A Letter of Warning may be given to the employee unless the seriousness of the circumstance indicates a more severe disciplinary action is appropriate. The warning provides the employee notice of potential consequences if certain unacceptable behavior continues.
- C. Employees have the right to respond to any allegation or actions taken against them.

Section 7. Formal Disciplinary Actions

- A. Disciplinary actions include letters of reprimand and suspensions of 14 calendar days or less. Such actions must be timely and supported by just cause, and are grievable through the negotiated grievance procedure.
- B. Letters of Reprimand
 - 1. A Letter of Reprimand will state the reasons for its issuance and inform the employee of the right to grieve. A Letter of Reprimand will remain in the employee's Official Personnel Folder for a period of not more than two (2) years unless removed earlier as a result of a grievance, arbitration decision, or at the Employer's discretion considering improved behavior.
 - 2. The employee may present, for management consideration, evidence of improved behavior and request removal of the letter.
- C. Suspension of 14 calendar days or less
 - 1. An employee will be given advance written notice stating the specific reasons for the proposed action. The employee will be given 14 calendar days to present an oral and/or written reply to the proposal. Upon request, the

employee and/or their representative will be given a copy of the material, if any, relied on to support the reasons given in the notice.

2. An employee who has been issued an advance written notice of suspension of 14 calendar days or less may request an extension of time in which to reply to the notice. The official designated to receive the reply will make a timely decision on such a request.
3. Normally, an employee will be given a written decision within 14 calendar days after the expiration of the time allowed for the employee's response. The decision notice will advise the employee of the specific reasons for the decision and of the right to grieve the action under the negotiated grievance procedure.

Section 8. Adverse Actions

- A. Adverse actions are removals, suspensions of more than 14 calendar days, an indefinite suspension, reductions in grade or pay, and furloughs of 30 calendar days or less. These actions shall be taken to promote the efficiency of the service, and will be effected in accordance with applicable laws, rules, and regulations. Adverse actions based solely on unacceptable performance are addressed in Article 23, Performance Management Appraisal System.
- B. An employee will be given at least 30 calendar days advance written notice of adverse action, except in those cases where there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed and except with respect to furloughs pursuant to 5 CFR 752.404(d)(2). The employee will be given at least 14 calendar days to present any oral and/or written reply. Upon an employee's request, a copy of the material relied upon to support the reasons given in the notice will be provided to the employee or their designated representative.
[Source - http://edocket.access.gpo.gov/cfr_2008/janqtr/pdf/5cfr752.404.pdf]
- C. An employee who has been issued an advance written notice of adverse action may request an extension of time in which to reply to the notice. The official designated to receive the reply will make a timely decision on such a request.
- D. Normally, the employee will be issued a written notice of final decision within 14 calendar days after the expiration of the time allowed for the employee's response. The written decision will inform the employee that they have the right to appeal to the Merit Systems Protection Board (MSPB) or to file a grievance under the negotiated grievance procedure, but not both.

Section 9. Union Notification

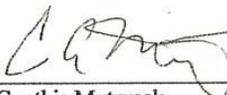
The Employer will notify the Union when a decision has been made to take a disciplinary/adverse action. The notification will include the nature of the offense and the type of action.

IN WITNESS, THEREOF, the parties have entered into this agreement the 17th day of December, 2008.

FOR THE EMPLOYER:


Marlene D. Ackman, NIOSH
Collective Bargaining Official, Pittsburgh

FOR THE UNION:


Cynthia Mytrysak
AFGE Local 1916, Pittsburgh


Michael J. Brnich, Jr.
AFGE Local 1916, Pittsburgh