

# GENERAL AGREEMENT

Between

Centers for Disease Control and Prevention

National Institute for Occupational  
Safety and Health

Appalachian Laboratory for Occupational  
Safety and Health

And

American Federation of Government Employees  
Local 3430, AFL-CIO

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## PREAMBLE

This agreement is entered into, by and between the Appalachian Laboratory for Occupational Safety and Health (ALOSH), Morgantown, WV, National Institute for Occupational Safety and Health (NIOSH), Centers for Disease Control and Prevention (CDC), Department of Health and Human Services (hereinafter referred to as the Employer) and the American Federation of Government Employees (AFGE), Local 3430 (hereinafter referred to as the Union).

This Agreement is intended to foster a model workplace where all ALOSH employees are treated fairly and equitably, respect one another, provide a safe and healthy work environment and an opportunity for employees to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

The Employer and the Union (hereinafter referred to as the Parties) agree that 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 ALOSH.

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)

Therefore, both parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship.

## ARTICLE 1

### PARTIES TO THE AGREEMENT AND DEFINITION OF THE UNIT

#### SECTION 1.

This Agreement is made and entered into, by and between the Appalachian Laboratory for Occupational Safety and Health (ALOSH), National Institute for Occupational Safety and Health (NIOSH), Centers for Disease Control and Prevention (CDC), Department of Health and Human Services, Morgantown, West Virginia, hereinafter referred to as the "Employer" and the American Federation of Government Employees (AFGE), Local 3430, AFL-CIO, hereinafter referred to as the "Union" and collectively known as the "Parties". The use of the term "employees" throughout this contract refers to bargaining unit employees.

#### SECTION 2.

The Employer recognizes the Union under the provisions of Civil Service Reform Act (CSRA) of 1978 (Public-Law 95-454), and as outlined in the Certification of Representation, dated October 17, 1973, Case No. 21-3837 (RO), as the Exclusive Representative for employees of ALOSH in the two units as follows:

##### UNIT OF PROFESSIONAL EMPLOYEES:

Included: All professional employees of United States Department of Health and Human Services employed at the Appalachian Laboratory for Occupational Safety and Health, Morgantown, West Virginia.

Excluded: All nonprofessional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, temporaries (NTE 90 days), supervisors, Commissioned Officers of the U.S. Public Health Service, and guards.

##### UNIT OF NONPROFESSIONAL EMPLOYEES:

Included: All nonprofessional employees of United States Department of Health and Human Services (DHHS) employed at the Appalachian Laboratory for Occupational Safety and Health (ALOSH), Morgantown, West Virginia.

Excluded: All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, temporaries (NTE 90 days), supervisors, and guards.

#### SECTION 3.

This Agreement is applicable only to employees and positions in the above described units of recognition.

## ARTICLE 2

### DURATION AND CHANGES

#### SECTION 1.

This Agreement shall remain in force for a period of five years from the date of approval, and shall be automatically renewed for successive one-year periods thereafter unless (1) either party gives the other party notice of its intention to terminate or renegotiate this Agreement no less than sixty (60) and no more than one hundred and five (105) calendar days prior to its expiration date, or (2) at any time it is determined that AFGE, Local 3430 is no longer entitled to exclusive recognition for the Unit covered hereunder. Negotiations shall begin no later than thirty (30) days prior to the expiration date. This agreement can be opened for negotiation at any time by mutual consent of both Parties. If renegotiation of the Agreement is in progress but not complete upon the expiration date of this Agreement, this Agreement will be extended for a period of one hundred eighty (180) days, exclusive of periods during which issues are pending before third parties including mediation.

#### SECTION 2.

The consensus decisions adopted by the CDC Labor Management Cooperation Council (LMCC) and the Morgantown Partnership Council (MPC) will be incorporated into this contract by Memoranda of Understanding (MOU). The Union and Employer shall jointly prepare the MOU.

In the event it is found that sections of this Agreement are outdated or unworkable, this Agreement may be opened for amendment provided that any request for amendment for these reasons is submitted in writing and is accompanied by a summary of the basis for the request; and provided further that both Parties consent to the opening of the Agreement for the purpose requested. A written notice of desire to alter and amend by renegotiation shall not have the effect of terminating this Agreement.

#### SECTION 3.

The Employer will reproduce and make available to the Union sufficient copies of the Agreement so that each employee will receive a copy. Replacement copies of the Agreement will be made available to employees upon request.

## ARTICLE 3

### GOVERNING REGULATIONS

#### SECTION 1.

In the administration of all matters covered by this agreement and extensions of this agreement, employers and employees are governed by existing or future laws and Government-wide regulations, and any existing or subsequently published agency policies and regulations required by law.

This collective bargaining agreement supersedes any past practices specifically addressed in this contract.

## ARTICLE 4

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

#### SECTION 1.

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, and each employee shall be protected in the exercise of such right. Except as otherwise provided by 5 U.S.C. Chapter 71, 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. Chapter 71.

#### SECTION 2.

The Union's status as exclusive representative of all employees in the bargaining units shall not preclude any employee of a unit, regardless of whether they are a Union member, from bringing matters of personal concern to the attention of the appropriate ALOSH management officials or from choosing their own representative in a grievance or appelland action.

#### SECTION 3.

All employees shall be treated fairly and equitably, and without discrimination in all aspects of employment at ALOSH. The Parties will endeavor to establish working conditions that will be conducive to enhancing and improving employee morale, efficiency, and effectiveness.

#### SECTION 4.

Consistent with applicable Federal Laws and Regulations, 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.

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

#### SECTION 6.

Employees shall be protected against reprisal of any nature for the proper disclosure of information not prohibited by law or Executive Order (e.g., whistleblowing) which the employee reasonably believes evidences a violation of law, rule, regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or danger to public or employee health or safety.

#### SECTION 7.

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

#### SECTION 8.

An employee has a right to the assistance of or representation by the Union when summoned to a formal discussion with management concerning grievances, personnel policies and practices, or other matters affecting general working conditions.

#### SECTION 9.

Employees shall have the right to contact and meet with a Union representative(s) on duty time to discuss potential problems or grievances, and shall have the right to privacy in all these matters.

#### SECTION 10.

The Weingarten Right is the right of employees to have a union representative present during an investigatory interview (NLRB vs. Weingarten, Inc., 420 U.S. 251). An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or to ask an employee to defend his/her conduct. If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Management is not required to inform the employee of their Weingarten Rights; it is the employees' responsibility to know their rights and request Union representation.

#### SECTION 11.

Employees who contemplate retirement may inform their supervisor, who may assist with arrangements for retirement counseling by the appropriate personnel office representative, or the employee may deal directly with the Personnel Generalist and make arrangements for retirement counseling.

## ARTICLE 5

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

#### SECTION 1.

The management of ALOSH retains authority concerning Federal employees:

- (1) to determine the mission, budget, organization, number of employees, and internal security practices of ALOSH; and
- (2) in accordance with applicable laws –
  - a. to hire, assign, direct, layoff, and retain Federal employees in ALOSH, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b. to assign work, to make determinations with respect to contracting out, and to determine the Federal personnel by which ALOSH operations shall be conducted;
  - c. with respect to filling positions, to make selections for appointments from -
    - (i) among properly ranked and certified candidates; or
    - (ii) any other appropriate source; and
  - d. to take whatever actions may be necessary to carry out the ALOSH mission during emergencies.

#### SECTION 2.

The right to make rules and regulations shall be acknowledged functions of the employer. In making rules and regulations relating to personnel policies, procedures, and practices and matters affecting general working conditions, the employer shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement and the provisions of Civil Service Reform Act of 1978. Nothing in this section shall preclude any agency and any labor organizations from negotiating --

- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

#### SECTION 3.

Management has the responsibility to provide appropriate employee training to foster quality relationships

among union, management and employees in areas related to interest based problem solving, partnership, and team building.

#### SECTION 4.

Management has the responsibility to inform employees of their right to assistance or representation by the Union when summoned to a formal meeting with management concerning grievances, personnel policies and practices, or other matters affecting general working conditions.

Management will also inform the Union prior to formal meetings concerning grievances, personnel policies and practices, or other matters affecting general working conditions.

## ARTICLE 6

### UNION RIGHTS AND RESPONSIBILITIES

#### SECTION 1.

The Employer agrees to recognize duly elected or appointed officers and stewards of the Union. Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them under the terms of this Agreement or PL 95-454.

#### SECTION 2.

The Union shall maintain and furnish to the Employer a roster of all officers and stewards and shall notify the employer, in a timely manner, of any change thereto.

#### SECTION 3.

The Parties agree that Union officers and stewards will be granted a reasonable amount of official time to address grievances and other appropriate matters directly related to the work situation affecting employees. The Union will ensure the requests for supervisory permission to leave the job, and time taken will be kept reasonable. The Employer and Union will consult when time taken appears to become unreasonable.

#### SECTION 4.

The procedures outlined below will be followed for the use of official time for representational duties under this Article.

- (1) The Union representative will advise his/her supervisor of any need for using official time for labor-management activities and shall give the supervisor general information concerning the need for official time usage.
- (2) The representative will contact the supervisor of an employee before meeting with the employee and will notify the supervisor upon completion of the interview. The Union representative need not advise the employee's supervisor of the nature of the business with an employee.
- (3) If a supervisor believes that compelling work-related circumstances prevail to preclude a representative from leaving or entering the work area, the reason will be fully explained and a time will be established as soon as possible for the Union representative to leave or enter the work area.
- (4) The Union representative will notify his/her supervisor upon returning to the work area so that the supervisor is aware that the representative is again available for normal duties.

## SECTION 5.

The Union representatives have a responsibility to notify their individual supervisors of anticipated partnership activities and any associated travel.

## SECTION 6.

It is agreed that all internal Union business, such as soliciting membership, collecting dues, electing officials, attending Union meetings, and posting or distributing Union literature, will be conducted during non-duty hours of the employees involved.

## SECTION 7.

Official time will be granted for Union representatives to attend labor-management training of mutual benefit to ALOSH and the Union. No single representative may use more than 40 hours in one year for labor-management training unless the ALOSH Collective Bargaining Official agrees that such additional training is of mutual benefit to labor and management.

## SECTION 8.

National Union officials and representatives may visit ALOSH to consult with local Union officials about matters covered by PL 95-454 and this Agreement and to meet with management and employees with prior mutual arrangements with the ALOSH Collective Bargaining Official.

## SECTION 9.

The Employer will provide the Union with one copy of the ALOSH staffing list quarterly to include name, title, series, and location of each employee. The Union will be notified of new employees as they enter on duty.

## SECTION 10.

The Union will represent all bargaining unit employees without discrimination and without regard to labor organization membership, but only with respect to those matters that are part of the collective bargaining relationship.

## SECTION 11.

The Union has the right to represent an employee or group of employees in presenting grievances or other matters covered by this Agreement. An employee or group of employees may present a grievance or other matter without representation by the Union, provided that the Union is a party to all discussions between the employee(s) and the appropriate deciding official. The process and decisions must be consistent with the terms of this Agreement. Upon request, the Union will be provided copies of all written responses and decisions.

## SECTION 12.

Per Article 7 (Dues Deduction) of this Agreement consistent with PL 95-454, as amended, the Union has the right to have union dues deducted through the payroll system.

## ARTICLE 7

### DUES DEDUCTION

#### SECTION 1.

The Parties agree that the provisions of this Article are subject to and will be governed by PL 95-454, as amended; applicable Federal laws, rules, and regulations issued by the OPM and DHHS; and may be modified by any future amendments thereto.

#### SECTION 2.

It is further agreed that to be eligible to make a voluntary allotment for the payment of his/her Union dues, the employee must:

- (1) be a member in good standing of the Union
- (2) be an employee of a bargaining unit covered by this Agreement, and
- (3) have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

#### SECTION 3.

The dues for which allotments may be made are the regular periodic amounts required to maintain the employee as a member in good standing of the Union. Dues will be withheld on a bi-weekly basis conforming to the regular pay period. The Union will notify the appropriate offices, in writing, of any changes in dues. Changes in the dues structure and amount shall be limited to once a year and a multiple level dues structure will be continued for the Unit of Professional Employees and the Unit of Non-Professional Employees.

#### SECTION 4.

Employees will authorize voluntary allotments for payment of dues by initiating Form No. SF-1187. The Union will purchase the SF-1187s and keep the forms available to its members as appropriate. Deductions for allotments will begin to be made for the first complete bi-weekly pay period following completion of processing of the allotment Form No. SF-1187. The employee's Social Security Number will be inserted in the Identification Number block. The Union will record the Dues Withholding Account Number in the block along with the name of the Union.

#### SECTION 5.

An employee may submit a written request, Form No. SF-1188, for revocation each year, no later than the annual anniversary date of the allotment becoming effective and no earlier than thirty (30) calendar days prior to the anniversary of the effective date, but an initial assignment may not be revoked for a period of one year. The request, in duplicate, should be submitted to the appropriate office. Except as outlined above, revocations will be effective on the first full pay period after the request is received by the appropriate office. The employee must provide the Social Security Number in the Identification Number block on the Form No. SF-1188.

## SECTION 6.

Allotments will be terminated:

- (1) when an employee ceases to be a member in good standing of the Union;
- (2) if the Union loses exclusive recognition for the bargaining unit or if this Agreement is terminated; and
- (3) if the employee is separated from DHHS or is reassigned, promoted, or transferred from a bargaining unit to a part of the Department where the Union does not have exclusive recognition.

The effective date of termination will be in accordance with Department instructions.

## SECTION 7.

The Union agrees to:

- (1) inform and educate employee-members of the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked, and.
- (2) inform the appropriate office of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union within fifteen (15) days of the receipt of final determination.

## SECTION 8.

The Union will advise the appropriate office, in writing, of the name and complete address of the person or office authorized to receive remittances and reports. Remittances will be made directly to the person or office designated in writing by the Union.

## ARTICLE 8

### PARTNERSHIP

Partnering is the ongoing and continuous dialogue between the Employer and the Union which leads to a cooperative and productive working relationship. At ALOSH, the Parties reaffirm their commitment to the continued development and operation of a strong partnership in our ongoing quest to provide the highest quality products to our clients and a better working environment for the individuals who provide those products.

The Morgantown Partnership Council (MPC) will be the catalyst for ensuring that the objectives of partnering are maximized. ALOSH Divisions/Offices are encouraged to partner and solicit pre-decisional input from the Union on issues at all levels of ALOSH, including 5 U.S.C. 7106(b) (1) issues.

The Parties agree that all supervisors and employees will strive to achieve a reasonable balance between partnership activities and their normal duties and responsibilities. Partnership activities will be considered duty time for all participants.

## ARTICLE 9

### MORGANTOWN PARTNERSHIP COUNCIL

#### SECTION 1.

The Parties support the concept of partnership as established by Executive Order 12871 (Oct. 1, 1993). This Executive Order establishes labor-management partnerships to involve employees and their Union representatives as full partners with management to identify problems and craft solutions to better serve the agency's customers and mission.

Based on the Executive Order 12871, the Parties agree to maintain the MPC. This partnership council is committed to fostering a cooperative, constructive working relationship among employees, their representatives, managers, and supervisors. All partners will work to establish an atmosphere of mutual respect and trust, and to develop mutually acceptable means to accomplish the NIOSH mission.

The scope of the MPC will include multi-divisional/office issues raised by either party regarding:

- (1) matters involving personnel policies, practices, and general working conditions; and/or
- (2) matters covered by Executive Order 12871.

Upon mutual agreement, the scope of issues addressed by the MPC may be expanded on a case-by-case basis.

Consensus decisions reached by the MPC will be binding.

#### SECTION 2.

Membership of the MPC shall include the President of AFGE Local 3430, the ALOSH Collective Bargaining Official, management representatives from each Division appointed by the Director, NIOSH or designee, and an equal number of Union representatives appointed by AFGE Local 3430.

The Parties agree that the employer, in concurrence with the Union, will identify an Executive Secretary for the MPC.

#### SECTION 3.

All bargaining and non-bargaining unit employees are encouraged to communicate ideas, concerns, issues, etc., to members of the MPC.

#### SECTION 4.

The MPC will be responsible for conducting an annual evaluation of the incentive awards program and a periodic review of the Performance Management Appraisal Program (PMAP); and for providing guidance and oversight to the Equal Employment Opportunity Advisory Council. The MPC will continue to explore opportunities and implement improvements to each of these programs.

The MPC charter is incorporated into this contract as [Appendix 1](#).

## ARTICLE 10

### LABOR-MANAGEMENT RELATIONS COMMITTEE

#### SECTION 1.

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 at ALOSH. The LMRC will also facilitate the resolution of issues which arise from different practices and interpretation of policy. Resolution of problems at the lowest possible organizational level is a priority. Individual grievances will not be addressed by the LMRC.

The LMRC has no collective bargaining authority, but may refer issues and/or recommendations to the Morgantown Partnership Council (MPC).

#### SECTION 2.

The LMRC will be comprised of the Collective Bargaining Official (CBO), one representative from each Division, and up to an equal number of representatives from the Union. The Employer will provide a recorder.

This Committee will meet every other month or as needed. These meetings will be held on official time without charge to leave. Agenda items, decisions, and recommendations will be reached through consensus. Minutes shall be approved by and distributed to the Committee.

#### SECTION 3.

This committee will conduct an annual self-evaluation for effectiveness and efficiency. Meetings may be suspended by consensus of the Committee.

ARTICLE 11  
USE OF FACILITIES

SECTION 1.

The Employer will make available facilities for meetings of AFGE Local 3430 during non-duty hours of the employees involved. Requests for space utilization will be made in accordance with standard ALOSH procedures. Use of space will be granted if it is available, will not disrupt the business of the Employer, and is not precluded by official need. The Union will comply with normal safety, security, and utilization policies and regulations.

SECTION 2.

The Employer will provide reasonable space at ALOSH for maintaining a Union office.

SECTION 3.

A reasonable number of bulletin boards shall be made available to the Union at each ALOSH physical site at places well-traveled for the display of appropriate Union literature.

SECTION 4.

The Union may use the internal mail, electronic mail, photocopy machines, computers, and fax machines necessary to conduct official Union business.

SECTION 5.

The Employer will make available appropriate space to ensure employee privacy when discussing grievances and complaints with the Union.

## ARTICLE 12

### EMPLOYEE ORIENTATION

#### SECTION 1.

Upon entering on duty at the ALOSH, the Employer will provide all bargaining unit employees the current copy of this Agreement, Union membership applications, a current list of Union Officers and additional materials as the Employer deems appropriate.

#### SECTION 2.

A formal orientation program will be conducted quarterly. An overview of the rights and obligations of employees under Civil Service Laws, rules, and regulations will be included as a part of the program. An opportunity will be provided for brief presentations by the Morgantown Partnership Council (MPC), Union, ALOSH Welfare and Recreation Association (AWRA), and the Credit Unions.

## ARTICLE 13

### POSITION CLASSIFICATION

#### SECTION 1.

The Parties agree that ideally, position classifications should be comparable among all employees with the same duties and responsibilities throughout ALOSH. Supervisors will ensure that position descriptions accurately reflect an employee's duties and responsibilities. Concerns pertaining to position classification may be agenda items for the LMRC or the MPC.

#### SECTION 2.

Each new employee will be provided with a copy of his/her position description upon entering on duty. Any employee may request a replacement copy. Supervisors and employees will annually review and discuss position descriptions for accuracy and completeness. When changes are proposed, the employee will have an opportunity to provide input prior to submission to the Atlanta Human Resources Center (AHRC) for reclassification. Each employee will be provided a copy of any final revisions.

#### SECTION 3.

An employee who believes that his/her position description is inaccurate or improperly classified should consult with his/her supervisor. If the situation is not resolved to the employee's satisfaction, the employee is entitled to request a discussion and/or a desk audit with a personnel generalist. If the employee still believes the position to be improperly classified, the employee may file a classification appeal with either CDC and/or the Office of Personnel Management (OPM) in accordance with applicable regulations.

#### SECTION 4.

In pursuing an appeal under applicable regulations, employees may be accompanied, represented, and advised by a representative of their own choosing in the discussions with their supervisor or in the discussion with representatives of the CDC/AHRC.

#### SECTION 5.

An employee who files a position classification appeal and the employee's representative will be given a reasonable amount of official time to present the appeal and are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

ARTICLE 14  
MERIT PROMOTION PLAN

SECTION 1.

The HHS Careers Automated Merit Promotions Procedures ([Appendix 4](#)), the HHS Careers (QuickHire) automated staffing process, and the provisions of this article will be followed when filling bargaining unit positions. This process will include Federal merit system principles, to accept, rate and refer candidates for competitive selection consideration.

SECTION 2.

In the unforeseen event that it may not be practical or possible to fill bargaining unit positions utilizing Appendix 4 of the HHS Careers Automated Merit Promotions Procedures ([located in Appendix 4 of this Agreement](#)), the AHRC contingency plan for filling vacancies will be utilized in conjunction with provisions of this article. The AHRC contingency plan for filling vacancies is: (1) to continue to operate under provisions of Appendix 4 of the HHS Careers Automated Merit Promotions Procedures to the extent possible, and (2) to permit the AHRC generalist to accomplish the rating and ranking of candidates based on the automated receipt of candidate applications and the manual rating of knowledge, skills and abilities (KSAs). Under contingency rating plans, Subject Matter Expert (SME) rating panels will only be convened when the AHRC representative or selecting official determines that there is a specific need due to technical or scientific complexity, etc.

SECTION 3.

AHRC will coordinate with CIOs to ensure employees have access to merit promotion announcements. Problems with access to announcements should be brought to AHRC's attention. All merit promotion vacancy announcements for bargaining unit positions will indicate: "This is a bargaining unit position."

SECTION 4.

Position descriptions for announced vacancies will be made available by AHRC to the Union for all bargaining unit positions. Position descriptions for all announced non-bargaining unit vacancies will be made available by the appropriate Administrative Office. Position descriptions for all currently announced vacancies are available to all employees.

SECTION 5.

The Employer agrees, when the Union has been designated by the employee as his/her exclusive representative, to provide any and all documents from the merit promotion file, including crediting plans, to that representative during the processing of a grievance/formal complaint. Documents will be handled in accordance with confidential status and the terms of the Privacy Act.

## SECTION 6.

### Information Available to Employees on Specific Promotion Actions

Employees will be provided, upon request, the following information about a specific promotion action: (a) whether they met the minimum qualification requirements for a particular position and were on the list of names referred to the selecting official; and (b) who was selected for the position and (c) how to improve their qualifications for future opportunities.

Employees may review all applicable regulations and qualification standards in the personnel office/AHRC.

## SECTION 7.

### Employee Questions and Complaints

Employees should contact their supervisors and/or AHRC representative when any questions or complaints arise regarding either the merit promotion program in general or a particular promotion action for which they applied. These questions are to be answered promptly. If the inquiry cannot be answered promptly, the employee will be advised of the reason for the delay and when an answer may be expected. Generally, most problems or concerns can be resolved through this exchange of information. A formal complaint may be submitted through negotiated grievance procedures. ([See Grievance Procedures, Article 39](#)).

When an employee indicates a complaint alleging discrimination on grounds of race, color, handicap, religion, sex, age, or national origin, that employee must be advised of the right to utilize the complaint procedures established under Departmental Personnel Instruction 713 "Equal Opportunity."

## SECTION 8.

The AHRC will provide bargaining unit employees with a one-day advance notice of any vacancy announcement scheduled to open for bargaining unit positions in NIOSH, Morgantown.

## SECTION 9.

### Priority Consideration

(1) Priority Consideration. An employee who would have been referred to the selecting official as among the best qualified but who was not considered in an original promotion action because of a procedural error or regulatory violation of the promotion plan must be given priority consideration for the next appropriate vacancy filled through this plan. The next appropriate vacancy is the next Morgantown area vacancy of equal grade level, type of position, and promotion potential for which the candidate meets or exceeds the qualification requirements as the position for which the employee was not considered. The employee may request that priority consideration be given for a different type of position. Persons entitled to priority consideration will be referred to the selecting official before any other efforts are made to fill the vacancy under the promotion plan. If there are several employees entitled to priority consideration, they may be ranked and only the best qualified referred. Non-selection of an employee will require written justification by the selecting official which must be reviewed by the AHRC. The employee is entitled to priority consideration for as many times as he/she was denied appropriate consideration initially.

(2) Special Consideration for Re-promotion. An employee in the bargaining unit who was demoted without

personal cause (i.e., without misconduct or inefficiency and not at the employee's request) is entitled to special consideration for re-promotion to the grade formerly held. Consideration of an employee entitled to re-promotion must precede efforts to fill the vacancy by this promotion plan. Although the employee is not guaranteed re-promotion, genuine consideration must be given. Non-selection of an employee receiving special consideration does not require justification at this point in the selection process; however, if the employee subsequently appears as one of the best qualified under competitive promotion procedures for the same position; the selecting official must state valid reasons for non-selection. Entitlement to special consideration for re-promotion continues until the employee has reached the grade from which originally demoted. Employees must apply under the vacancy announcement to receive continued consideration under that announcement.

## ARTICLE 15

### PERFORMANCE MANAGEMENT

#### SECTION 1.

The provisions of this Article apply to employees in the bargaining unit covered by performance appraisal systems established in accordance with OPM regulations and Section 4302 of Title 5 U.S.C. 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.

This Performance Management Appraisal Program 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 OPDIV\* 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. COMMUNICATION

Communication between supervisors and employees should occur throughout a performance period.

- (1) Discussions may be initiated by the supervisor or employee. Discussions may be held one-on-one or between a supervisor and a work unit.
- (2) Discussions should be a candid, forthright dialogue between the supervisor and employee(s) aimed at improving the work product. The discussion 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 3. PERFORMANCE PLAN DEVELOPMENT

Each employee will participate in a face-to-face 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. All employees will have the opportunity to provide input into the development of their performance plan. As part of this input, the employee may identify opportunities to participate in mission related activities outside routine job duties and responsibilities.

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. If resolution cannot be achieved, the employee may request the use of Alternative Dispute Resolution (ADR) through their Union representative. 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 4. 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.

A performance standard is a statement of the expectations or requirements established by management for critical elements at a particular rating level pursuant to the provisions of 5 USC 430.2(B)(1). A performance standard may include, but is not limited to, factors such as quality, quantity, and timeliness. A performance standard will be communicated to employees and will be based on objective criteria and job relatedness. Performance standards will be applied fairly and equitably.

#### (2) The DHHS Employee Performance Plan

The DHHS 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 OPDIV's and Department'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 following areas are covered by this critical element (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.):

i. Performance Management

Performance management includes the process by which an employee is involved in improving organizational effectiveness in the accomplishment of agency mission and goals. For supervisors and team leaders\*, performance management encompasses planning work and setting expectations, continually monitoring performance, developing the capacity to perform, periodically evaluating and/or rating performance, rewarding excellent performance, and addressing poor performance.

ii. Ethics and Integrity

Includes the responsibility for maintaining a high standard of integrity in the discharge of official duties, and adherence to Government-wide and DHHS Standards of Ethical Conduct.

iii. EEO/Diversity

Includes support for EEO and diversity in the workplace, and fostering a cooperative environment where diverse opinions are encouraged and conflicts are resolved at the earliest stage possible.

iv. Employee Development

Includes management and employee efforts to enhance individual or staff performance, as well as obtaining skills, knowledge, and abilities for projected assignments, and/or potential future career advancement.

v. Workforce Activity

Includes planning, organizing, assigning, and/or performing work; allocating resources (if supervisory); adjusting to change; and participating in improvements leading to attainment of organizational goals.

vi. Customer Service

Includes responsiveness to customers consistent with Department and OPDIV expectations and standards.

vii. Recovering Improper Payments

Applies to staff having recovery responsibilities related to grants, procurement, and financial payments

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 OPDIV. These results-oriented outcomes should be consistent with strategic planning initiatives, such as the “One HHS” Program and Management Objectives, and OPDIV 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) 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).

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.

(4) The performance levels and definitions are:

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 HHS, OPDIV, 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 HHS 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.

Supervisors shall closely monitor an employee who is in jeopardy of falling below the Fully Successful performance level. Assistance shall be provided to improve the employee's performance. Such assistance may include, but is not limited to, formal training, on-the-job training, counseling, mentoring, and closer supervision. Supervisors and employees will maintain records of this assistance, which can include but is not limited to emails, comments on work products, records of meetings, etc. Supervisors shall not issue a rating level of Minimally Successful unless a minimum of 30 days assistance has been provided.

Assistance may also be provided to employees with higher ratings who seek help to improve or enhance their performance.

## SECTION 5. REVIEW PROCESS

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.

Each yearly rating period will begin with the understanding that the employee is performing at the Fully Successful level, unless the employee's year end rating was a Minimally Successful or Unacceptable. Each year the employee will have a new opportunity to improve their performance.

There should be continuous feedback between the employee and his/her supervisor.

A formal midyear progress review must be held following the first six months of the year; will involve a face-to-face meeting to review progress, recommend and document any changes to the performance plan, and identify ways to enhance performance during the remainder of the year. Rating Officials will offer employees the opportunity to voluntarily rate themselves against their established performance standards and to include supporting written justification for that rating (employees may choose to provide written documentation of performance without assigning a specific rating to their critical elements). 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 time is in advance of any administrative deadlines for the Rating Official to complete and return progress reviews to administrative offices. Employees will be provided a copy of the Rating Official's completed progress review at least two (2) working days in advance of the Rating Official/employee meeting, which is scheduled for discussion and final review purposes. This affords the employee the advance opportunity to review the Rating Official's evaluation and to prepare, if desired, a response or provide additional supporting information. The employee's self-evaluation (a maximum of 2 pages) becomes a part of the official performance appraisal. Any additional documentation may be retained by the employee as he or she may deem appropriate. Progress review forms are to be signed by the Rating Official, the Reviewing Official, and the employee. A written midyear progress review will be performed for each employee with written ratings and narratives for any ratings other than Fully Successful. The midyear review ratings will be given to the employee within 45 days of the end of the June 30th rating period.

The end of year appraisal is the summary rating of record. Rating of record means the summary rating ordinarily required at the end of the appraisal year (Jan. 1 - Dec. 31). Usually, there is only one rating of record in an appraisal year. The minimum appraisal period is 90 days. No appraisal will be prepared for an employee with fewer than 90 days under a performance plan. 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. All summary ratings for the subject employee are to be considered (except in certain situations involving Unacceptable performance).

In addition, summary ratings shall be provided:

- a. if an employee permanently changes positions during the appraisal year and has performed under a performance plan for at least 90 days in the previous position.
- b. if an employee is detailed or temporarily promoted to another position within DHHS and is issued a written approved performance plan covering 90 days or longer.
- c. if an employee, after having served 90 days or longer under a performance plan in DHHS, goes on a detail or Interagency Placement Agreement (IPA) assignment outside DHHS requests a summary rating.
- d. if there is a change in supervisors (the outgoing supervisor will provide summary rating).

A formal end of year rating must be developed and will involve a face-to-face meeting to review performance, recommend and document any changes to the performance plan, and identify ways to enhance performance during the next appraisal period. Rating Officials will offer employees the opportunity to voluntarily rate themselves against their established performance standards and to include supporting written justification for that rating (employees may choose to provide written documentation of performance without assigning a specific rating to their critical elements). Employees will be allowed at least five (5) working days advance notice in order to provide input on their end of year rating to the Rating Official. This time is in advance of any administrative deadlines for the Rating Official to complete and return end of year rating to administrative

offices. The Rating Official shall provide a written narrative for any ratings other than Fully Successful. Employees will be provided a copy of the Rating Official's completed end of year rating at least two (2) working days in advance of the Rating Official/employee meeting. This affords the employee the advance opportunity to review the supervisor's evaluation and to prepare, if desired, a response or provide additional supporting information. The employee's self-evaluation (a maximum of 2 pages) becomes a part of the official performance appraisal. Any additional documentation may be retained by the employee as he or she may deem appropriate. Rating review forms are to be signed by the Rating Official, the Reviewing Official, and the employee.

The employee will be asked to sign and date the appraisal form. Signing does not mean that the employee agrees with its content. In those instances where the employee declines to sign the appraisal form upon receipt of the rating of record, the rating official will indicate such in the appropriate section of the form. The employee will be provided with a copy of the complete final summary rating.

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

- a. A performance rating indicating the overall level of performance achieved by the employee for the calendar year.
- b. A narrative justification for each element rated other than Fully Successful.
- c. Self-evaluation documentation and/or rating if provided by the employee.

## SECTION 6. PERFORMANCE IMPROVEMENT

If performance on any critical 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 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). This 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.

Should all remedial action fail and the employee's performance is determined to be Unacceptable, the supervisor will issue a certification of Unacceptable performance to the employee. 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

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.

An employee whose reduction in grade or removal is proposed for Unacceptable Performance is entitled to:

- a. 30 calendar days advance written notice of the proposed action which identifies the specific basis for the proposed action including specific instances of Unacceptable performance.
- b. a representative. The employee must inform the supervisor, in writing, of the representative's name.
- c. a reasonable time, not to exceed 20 calendar days, to answer orally and in writing. The decision to retain, reduce in grade, or remove an employee shall be made within 30 calendar days after the date of expiration of the notice period.

The employee will be given a written decision which:

- a. specifies directly or by reference the instances of Unacceptable performance on which the decision is based;
- b. unless proposed by the Head of Agency, has been concurred with by the superior of the proposing supervisor;
- c. specifies the effective date, the action to be taken, and the employee's right to appeal the decision.

If the employee's performance is deemed to be Unacceptable at the end of the year, without a PIP in place, the end of year review will be delayed until a 30-90 day improvement period (PIP) is completed.

## SECTION 7. 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 OPDIV. Employees may request to convert the cash award amount of the performance award into time-off equivalent, not to exceed an aggregate calendar year total of 40 hours time off. Any remaining cash balance will be paid out 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 OPDIV, 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 the cash award amount of the performance award into time-off equivalent, not to exceed an aggregate calendar year total of 40 hours time off. Any remaining cash balance will be paid out 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 : OPDIV's 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.

#### 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. Supervisors should consult with the servicing Human Resources Center or Office for assistance in dealing with Minimally Successful performance.

#### Actions Based on Unacceptable Performance

If performance on any critical 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 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). This 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.

#### SECTION 8. APPEAL OPTION

Employees are encouraged to discuss disagreements with the supervisor/rating official and the reviewing official (if required by the OPDIV Head) in an attempt to resolve the issue informally. If the employee disagrees with the rating of record, the rating official must advise the employee of his/her right to respond in writing to the rating. This response will be submitted to the rating official, and at the discretion of the employee, to the reviewing official. These officials will certify review by initial and the employee's response will be attached to the rating form, but it will not change the rating assigned by the rating official. An employee may also file a grievance in accordance with [Article 39](#) of this Agreement. An employee may pursue EEO complaint procedures, if he/she believes the rating is based on prohibited discrimination.

The employee who disagrees with an Unacceptable review may appeal to the Merit Systems Protection Board in accordance with applicable law; or the Union, on behalf of the employee.

## ARTICLE 16

### EMPLOYEE RECOGNITION AND AWARDS

#### SECTION 1.

The Parties commit to the development and maintenance of a strong incentive awards program and processes for employee recognition. It is recognized that the use of both monetary and non-monetary awards has a significant effect on employee morale, motivation, and performance. This effort is intended to provide recognition based on employee achievements that contribute to NIOSH's mission. Awards and recognition are used to reward superior accomplishments and encourage exceptional performance.

Employee empowerment and teamwork are critical components in achieving the NIOSH mission. The ALOSH Employee Recognition and Awards Program will not only recognize individual employee accomplishments, but promote the recognition of accomplishments of employees as members of teams. This Program is designed to promote a positive work environment, emphasizing teamwork, partnership, and cooperation.

The Parties recognize that there is a need to move toward a more positive employee recognition and awards program that encourages and applauds the successful efforts of individuals, teams, and groups. Because we recognize that this system is still evolutionary, the Morgantown Partnership Council will continue to examine opportunities for improving the ALOSH Employee Recognition and Awards Program.

#### SECTION 2.

The ALOSH Employee Recognition and Awards Program will provide for the distribution of awards and recognition in a fair and objective manner. These awards and other recognition will serve to promote a positive work environment, and will be linked to employee contributions that enhance NIOSH performance.

The ALOSH Employee Recognition and Awards Program includes, but is not limited to, the following awards and recognition: On-The-Spot Award (OTS), Time-Off Award (TOA), Special Act or Service Award (SA), Quality Step Increase (QSI), and other ALOSH non-monetary awards/recognition.

Employees with an PMAP certification of "Fully Successful" are eligible to receive awards. Employees who receive a delayed certification of Fully Successful due to being placed on a Performance Improvement Plan (PIP), or who have not received a rating because they recently joined ALOSH, are eligible to receive all awards except the QSI

Unless otherwise prohibited by this article, employees are not limited in the number or types of awards they may receive or the frequency with which they may receive them. However, employees should not receive more than one monetary award (including Time-Off) for the same act or occurrence.

The Parties recognize the importance of rewarding performance in a timely manner. All awards will be processed in a timely and expeditious manner.

## SECTION 3.

### Awards Nomination Process

The Parties recognize that, within a changing culture, employees can and should also play a major role in identifying and nominating other employees that are deserving of recognition.

Assistance and guidance regarding development and submission of a nomination can be obtained in each Division Administrative Office.

Nominations will receive top priority in processing. If at any point in the approval process a decision is made not to support the nomination, the approving official making that decision must ensure that the rationale for the decision is clearly communicated to the nominator.

## SECTION 4.

### Definition of Awards

a. On-the-Spot Award An On-the-Spot award is a Special Act award designed to recognize noteworthy contributions or accomplishments which are of a nonrecurring nature either within or outside of an individual's job responsibilities. Use of On-the-Spot awards is particularly appropriate for rewarding employee efforts that might otherwise go unrecognized. Examples include situations where employees: produce exceptionally high quality work under tight deadlines; perform added or emergency assignments in addition to their regular duties; demonstrate exceptional courtesy or responsiveness in dealing with clients or colleagues; or exercise extraordinary initiative or creativity in addressing a critical need or difficult problem. In other words, these awards are appropriate for employees who "go the extra mile" or who perform "above and beyond the call of duty."

i. Eligibility:

- Individuals
- Civil Servants

ii. Special Criteria:

- Nominations can be made by any employee or supervisor
- Submit within 10 days of the activity which qualifies the nominee(s) for this award
- Must be based on one-time contribution occurring over less than 120 days
- Amount of award can be \$250.00 or \$500.00

b. Time-Off Award A Time-Off award is an incentive award which allows time off from duty, without loss of pay or charge to leave. Time-Off awards are used to encourage and reward superior accomplishments or other personal efforts that contribute the quality, efficiency, or economy of government operations. Time-Off awards can be used alone or in combination with non-monetary awards to recognize the same kind of employee contributions.

i. Eligibility:

- Any Civil Service employee
- Any groups of Civil Service employees

ii. Special Criteria:

- Submit within 10 days of the activity which qualifies the nominee(s) for this award
- Minimum amount: One half of an employee's regular work day.
- Maximum amount: 10 hours.
- Maximum time off during 1 leave year: 80 hours.

Special Act or Service Award

A Special Act or Service award is a lump sum cash payment granted for recurring or non-recurring accomplishments of an employee or group of employees whose contribution demonstrates one or more of the following: foster teamwork; employee initiative; employee versatility; partnering activities; leadership, and/or other act that promotes customer service or supports the NIOSH mission/strategic plan.

- Group Special Act awards will be distributed to group members on a per capita basis; however, the group can, by consensus, agree to allocate the money differently.
- Special Act awards will be processed within 3 pay periods following the date of approval.

A Special Act or Service cash award or On-the-Spot award may NOT be granted in addition to a Time-Off award for the same achievement. However, receipt of a Time-Off award does not preclude recognizing the achievement with a CDC Honor award, or other non-monetary recognition.

d. Quality Step Increase (QSI) A QSI is an increase in an employee's basic rate of pay from one step in his/her position to the next higher step of the grade, in recognition of sustained superior performance which has demonstrated qualities in leadership, partnering activities, employee versatility, teamwork, or other sustained superior performance.

- Generally, QSI's are considered to be the most appropriate type of recognition for employees who are below a step 10 of their grade.
- QSI's may be awarded annually to employees who are determined to be deserving. Because of the nature of the award, nominations for QSI's may only be made by an employee's supervisor.
- Employees who receive a delayed certification of Fully Successful due to being placed on a PIP, or who have not received a rating because they recently joined NIOSH, are not eligible to receive a QSI.

e. HHS and PHS Civil Service Honor Awards These are non-monetary awards which recognize individuals

who have demonstrated leadership, creativity, initiative, etc. in furthering the specific goals of the Secretary of Health and Human Services and the Public Health Service. There are up to 20 (twenty) specific awards, each with differing criteria and eligibility. Further information about these awards and guidance and assistance in submitting them can be obtained in the Administrative Office of each organizational unit.

f. CDC Employee of the Month This non-monetary award, as part of the HHS Secretary's Employee of the Month Award Program, is designed to recognize employees who have made a particularly significant contribution to the achievement of CDC or ATSDR goals. Particular focus is on exceptional performance in work factors such as quality, productivity, timeliness, cost reduction and improved service to the public.

g. Eligibility:

- Groups are not eligible for this award
- Civil Servants and PHS Commissioned Officers are eligible

## ARTICLE 17

### WITHIN GRADE INCREASES

#### SECTION 1.

This article will cover within grade increases for all eligible employees in the bargaining unit.

#### SECTION 2.

##### Basis for Favorable and Negative Determination

(1) Favorable Determinations A favorable (acceptable) level of competence determination is appropriate when employee performance is rated at least Fully Successful and is not on a Performance Improvement Plan (PIP). A determination of Fully Successful is assigned when an employee fully meets the criteria as defined in [Article 15](#).

(2) Negative Determinations A negative (unacceptable) level of competence determination is appropriate when an employee's performance is determined to be Unacceptable or on a PIP as defined in [Article 15](#).

#### SECTION 3.

Authority for Determination The determination of acceptable level of competence shall be made by the immediate supervisor. The determination of unacceptable level of competence shall be made by the immediate supervisor with concurrence from the second line supervisor. An employee may request reconsideration from the third line supervisor.

#### SECTION 4.

Competence Determinations If performance is at an acceptable level of competence, the supervisor will notify the Atlanta Human Resources Center to ensure that the within grade increase is granted when due. The employee will receive a notification of the within grade increase effective date.

If the employee's performance is at an Unacceptable level of competence, the supervisor will notify the employee at least 60 days before the employee completes the within grade waiting period. Failure to give this 60-day advance notice will result in a postponement of the employee's level of competence determination until the 60-day notice period is completed. If the level of competence during the postponement period is acceptable, the within grade increase will be retroactively effected as of its original due date. At the beginning of the 60-day notice period, a written summary of factors associated with the employee's failure to reach acceptable level of competence will be provided to the employee.

Guidance and assistance necessary for the employee to correct performance to reach an acceptable level by the end of the within grade waiting period will be included in the written summary. If, by the end of the waiting period the employee's performance has not reached an acceptable level of competence, the supervisor will discuss this with the employee and provide the employee with written notification that the within grade increase is being withheld. Such notification will include:

(1) Reference to the advance notice and discussion and a statement that the employee's work has not reached

an acceptable level of competence to authorize a within grade increase.

- (2) Specific reasons showing failure to meet the acceptable level requirements of the position during the waiting period.
- (3) Information about the employee's right to request reconsideration of the negative determination, including the name of the official to whom the request should be submitted. The request must be submitted within 15 calendar days from the receipt of the negative determination notification.
- (4) Information about the employee's right to have a representative in presenting the request as outlined in [Article 4, Section 8](#).
- (5) Information about the employee's right to contest, in writing, the basis for the negative determination.
- (6) Information that a favorable determination may be made whenever the employee's work reaches an acceptable level. Also, that a new determination will be made not later than 52 weeks from the end of the waiting period to which the negative determination applied.

If the employee failed to reach an acceptable level of competence by the end of the waiting period, the supervisor will withhold the within grade increase until the employee reaches an acceptable level of competence.

#### SECTION 5.

**Reconsideration** An employee may request reconsideration upon receipt of written notification that the within grade increase is to be withheld. Reconsideration can be requested each time the employee received a negative determination. Each time a negative determination is sustained on reconsideration, the employee may appeal in accordance with the negotiated grievance procedure.

If an employee elects to request a reconsideration of their negative determination they have the right to request such action within 15 calendar days from the date of receipt of the negative determination notification. A longer period may be granted when there are valid reasons why employees cannot meet that time frame. The third line supervisor shall reconsider such requests. The supervisor with responsibility for reconsidering negative determinations will:

- (1) Issue a written notice of the reconsideration decision within 15 calendar days from the date that the reconsideration request is received.
- (2) Explain to employees in the written decision the basis for reversing or sustaining the negative determination, and the right to further review, which is: file a grievance through the negotiated grievance procedure.

#### SECTION 6.

**Reduction in Grade for Unacceptable Performance** When an employee is reduced in grade for Unacceptable performance and they will be eligible for a within grade increase in the lower grade position within 60 days from the date of the demotion, the level of competence determination will be postponed. The employee will immediately have a work plan established for the lower grade position and will have 120 calendar days from the date of that approved plan to demonstrate their performance in the lower grade position. The level of performance during that 120 day period will be used to make the next level of competence determination. If the

level of competence during the postponement period is acceptable, the within grade increase will be retroactively effected as of its original due date. If the level of competence is not acceptable during that period, the employee has the right to request reconsideration of that decision.

## SECTION 7.

Effective Dates of Within Grade Increases A within grade increase will be effected at the beginning of the first pay period following the date that the employee completed his or her waiting period when the level of competence determination is favorable and the employee is otherwise eligible for such an increase.

(1) When a Negative Determination is Reversed When a negative determination is reversed upon reconsideration, the within grade increase will be retroactively effective to its original due date.

(2) Within Grade Increase After a Negative Determination An employee whose within grade increase is denied for Unacceptable performance will be granted a within grade increase at any time the supervisor has determined the employee has reached an acceptable level of competence. If a within grade increase is determined to be appropriate, it will be effective at the beginning of the first pay period following the date of the acceptable level of competence determination.

## ARTICLE 18

### TRAINING AND EMPLOYEE DEVELOPMENT

#### SECTION 1.

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 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. Both Parties subscribe to the development of a comprehensive program which will develop employees for the mutual benefit of all.

#### SECTION 2.

The Parties agree to provide information to all employees through training, printed material, and/or electronic media to make them aware of all options/opportunities available under the CDC Career Enhancement, Career Mobility, Mentoring, Voluntary Employee Referral, Career Opportunity Training Agreement (COTA), and all current or future related programs.

#### SECTION 3.

The Employer will make positive efforts toward utilizing all available training and development opportunities through implementation of a program based upon appropriate position management considerations, sound position design, on-the-job training, educational development, career counseling, and mentoring.

#### SECTION 4.

The Supervisor will meet with each employee (preferably during mid-year progress review or year end evaluations) to discuss and develop training opportunities for the coming year. Discussion should take into consideration the employee's interests, organizational mission, performance enhancements, organizational training needs, mandatory training, budget considerations, and the scheduling of work to include alternative work schedules.

#### SECTION 5.

The Parties agree that long-term training is important for the mutual benefit of NIOSH and its employees and that both Parties will encourage employees to take advantage of appropriate long-term training opportunities. All Civil Services employees of Grade GS-7 or above meeting the long-term graduate training eligibility criteria may apply.

#### SECTION 6.

The Parties agree to work with CDC/AHRC to identify appropriate training courses for ALOSH and increase access to the greatest number of employees possible by removing grade/category restrictions.

SECTION 7.

Following are general guidelines for approving employee training (including college level courses). Approval of training must include consideration of issues such as relationship of training to job and/or mission, availability of funding, impact on critical work, and staff coverage. Management supports training and will consider all requests taking into account the specific needs of the individual, the job and the Division/Office/Institute. Job-related training will be given priority over mission-related training.

Each employee request for training will be considered on a case-by-case basis and there can be exceptions to each of the general guidelines outlined below.

All training requests must be for courses that are job related or, as per the Quality of Work Life Policy, related to the mission of the Institute. It is the responsibility of each employee to read the guidelines and know what is normally acceptable.

The following matrix outlines the type of training, whether an employee is required to make up the time or not, and whether the government or the employee pays for the requested course.

In the table below, items 3-7 are training requests initiated by the employee.

CRITERIA	TIME OFF GIVEN Y/N	GOV'T PAYS Y/N
1. Management Directed	Y	Y
2. COTA, Required Training	Y	Y
3. Job Related, On-Site (or gov't sponsored)	Y	Y
4. Job Related, Off-Site (e.g. WVU)	N	Y
5. Mission Related, On-Site (or gov't sponsored)	Y	Y
6. Mission Related, Off-Site	N	Y*
7. Non-Mission Related, Off-Site	N	N

\*Note: Mission Related, Off-Site will be considered on a case by case basis.

Normally, only one off-site, university or envision-type course will be approved per semester. Exceptions to this will be handled on a case-by-case basis.

Time off given for attendance to a course includes reasonable travel time to and from class whether it is off-site or between ALOSH sites.

## ARTICLE 19

### DETAILS

#### SECTION 1.

The Union recognizes that employee details are sometimes necessary to accomplish the NIOSH mission, to meet temporary needs and to meet emergencies. The employer may detail employees when such action will relieve a temporary shortage of personnel, reduce an exceptional volume of work, facilitate changes in mission or organization, or enable more effective administration by permitting necessary flexibility in assigning the work force.

#### SECTION 2.

A detail exceeding 120 days to a higher grade position or to a position with known promotion potential will be made under competitive promotion procedures and in accordance with applicable regulations. Under no circumstances will this requirement be circumvented by a series of details of an employee for less than 120 days.

#### SECTION 3.

The Employer agrees that when an employee is detailed to duties outside of his/her official assignment which are separate and distinct from those described in his/her official job description and the detail is to exceed five (5) work days but less than thirty (30) calendar days, the employee, upon his/her request, will be furnished in writing the reasons for the detail, the nature of the duties to be performed, and the anticipated length of the detail.

#### SECTION 4.

Details of 30 days or more will be officially recorded in the employee's official personnel file. Experience gained on details may be included on applications for other positions.

## ARTICLE 20

### OVERTIME

#### SECTION 1.

It is acknowledged by both Parties that the nature of the work conducted at ALOSH is such that all members of the bargaining units should be willing to accept assignment of overtime work on short notice in cases of emergency or unusual circumstances. Overtime work may be ordered when official requirements must be met and will be paid in accordance with applicable laws and regulations.

#### SECTION 2.

Subject to existing regulations and procedures, the employer will make every reasonable effort to assign overtime fairly among eligible employees beginning with those in the primary work unit, i.e. branches. Assignment of overtime will be made in the light of the following considerations: special skills of the employees, current assignments of the job, familiarity with the work assignment, particular work requirements, and the wishes of the employees, subject to paramount requirements and the mission of the employer. All employees in pay status shall be eligible for overtime.

#### SECTION 3.

The Employer agrees to make reasonable efforts to give employees at least eight (8) hours advance notice before requesting them to work overtime provided the employer knew of the need in time to meet this requirement.

## ARTICLE 21

### HOLIDAYS

#### SECTION 1.

Employees shall be entitled to all holidays or holiday pay in accordance with applicable Federal laws and Executive Orders.

#### SECTION 2.

The Employer agrees to keep to a minimum, subject to mission requirements, the number of employees required to work on holidays. Where feasible within mission, budgetary, and manpower requirements, holiday assignments will be handled on a voluntary basis.

ARTICLE 22  
ANNUAL LEAVE

SECTION 1.

Annual leave which is requested in advance will be approved subject to the reasonable requirements of the employer. It is the joint responsibility of the employee and the supervisor to assure that annual leave is scheduled so that no employee may be required to forfeit leave.

SECTION 2.

Annual leave will be granted on an equitable basis and the employer will make every reasonable attempt to satisfy the leave requests of employees.

SECTION 3.

Every reasonable effort will be made to accommodate employees who desire leave on religious and other holidays, and to attend funerals. It is recognized that Title IV of the Federal Employees Flexible and Compressed Work Schedules Act of 1978 allows an employee to work compensatory time, subject to supervisory approval, for the purpose of taking time off without charge to leave when personal religious beliefs require that the employee abstain from work during certain periods of the work day or workweek.

SECTION 4.

Barring an urgent need of the employer, employees will be granted earned annual leave on short notice.

SECTION 5.

Advanced annual leave may be granted to the extent that leave will accrue to the employee during the leave year.

SECTION 6.

No employee shall be required to provide the reason for requesting earned annual leave.

## ARTICLE 23

### SICK LEAVE

#### SECTION 1.

Employees shall accrue and use sick leave in accordance with statute and regulation.

#### SECTION 2.

Sick leave is for use when an employee is physically incapacitated to do his/her job, or for related reasons. Such related reasons include, but are not limited to:

- (1) Exposure to a contagious disease that would endanger the health of co-workers;
- (2) Presence of contagious disease in an employee's immediate family which requires his/her personal care;
- (3) Dental, optical or medical examination or treatment;
- (4) Care for a family member as a result of medical, dental, or optical examination or treatment; or
- (5) Make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Or for those terms and conditions in the Family and Medical Leave Act of 1993 which include but are not limited to:

- (1) Care for a newborn;
- (2) Care for a newly placed adopted or foster child;
- (3) Care for spouse, son, daughter or parent with a serious health condition;
- (4) Bereavement;
- (5) Bone marrow and organ transplant;
- (6) Care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth.

Employees and supervisors are encouraged to investigate options under the Voluntary Leave Transfer Program and to utilize them where applicable.

The Family and Medical Leave Act of 1993 allows for recrediting of sick leave. Former government employees who return to the federal service after December 2, 1994, are entitled to have their balance of sick leave at separation recredited for their use.

#### SECTION 3.

Except for emergency situations, all employees who are absent due to illness or injury will notify the supervisor prior to the start of their shift or as soon as possible of their inability to report for duty and the expected length of absence. Employees who know at the onset of sick leave that they will be off for more than one day may so notify their supervisor and will not have to call in on a daily basis.

#### SECTION 4.

Except as hereinafter provided, the employer may require the employee to furnish a medical certificate to

substantiate requests for sick leave that exceeds five consecutive work days. The supervisor may require the employee to furnish a medical certificate for each absence which the employee claims was due to incapacitation for duty, on the following basis in accordance with the following procedures:

- (1) There is a discernible pattern of unscheduled sick leave or there is other reasonable evidence that the employee has abused sick leave privileges within the previous 12-month period.
- (2) The supervisor has counseled the employee with respect to the use of sick leave, a record of such counseling is on file, and the employee has been given written notice that he/she must furnish a medical certificate for each absence which he/she claims was due to illness.

The requirement for medical certification will be discontinued, and written notification will be destroyed, at the discretion of the supervisor or when improvement has been reasonably demonstrated.

## ARTICLE 24

### TELEWORK/FLEXIPLACE

The Flexible Workplace Arrangements Program (FWAP) as approved by the CDC Executive Partnership Council provides the opportunity for Civil Service employees and Commissioned Officers in the U.S. Public Health Service in specific circumstances to work in their homes or another alternate duty station. See [Appendix 2](#) for the CDC/ATSDR Policy on the FWAP. For details regarding this program, contact your supervisor, AHRC representative, Union representative or administrative office.

The Parties agree to encourage employees and supervisors to explore options and opportunities offered by the flexiplace program.

## ARTICLE 25

### JOB SHARING

#### SECTION 1.

The Parties recognize that more flexible work schedules are necessary to attract and maintain a quality work force. Job sharing is a form of part-time employment in which the tours of duty of two or more employees are arranged in such a way as to cover a single full-time position. In most cases these positions would be permanent part-time, but may include temporary or term appointments.

#### SECTION 2.

Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for purposes of appointment, tour of duty, pay, awards, classification, performance evaluations, leave, holidays, benefits, position change, service credit, recordkeeping, reduction in force, adverse actions, grievances, and personnel ceilings.

#### SECTION 3.

Specific work schedules depend on the nature of the job and the needs of the office and the job-sharing team. Almost any reasonable arrangement is possible if it meets the needs of the supervisor and the job sharers. Scheduling should take advantage of the fact that two people rather than one are filling the job; these possibilities include overlapping time, split shifts, or working in different locations at the same time. Work schedules for permanent part-time job sharers must be from 16 to 32 hours per week. The amount of scheduled overlap time depends on the needs of the particular position.

#### SECTION 4.

A job sharing request can come from an employee(s) who wants to reduce work hours or from a supervisor who wants to consider filling a vacancy with job sharers. When an employee's request for part-time employment cannot be accommodated because of the need for full-time coverage, job sharing may well be an option. Any job-sharing arrangement is subject to Management approval based on workload and mission requirements.

## ARTICLE 26

### ALTERNATIVE WORK SCHEDULES

The Alternative Work Schedules (AWS) program, as approved by the CDC/ATSDR Executive Partnership Council, provides the opportunity for Civil Service employees to vary their daily arrival and departure times and, under some options, to vary the length of their workday or workweek. See Appendix 3 for the CDC/ATSDR Policy on Alternative Work Schedules. The Parties agree to adopt this policy as written except that ALOSH core hours are 9:00 a.m. to 11:00 a.m. (morning core band) and 1:00 p.m. to 2:30 p.m. (afternoon core band), Monday through Friday. Flexible hours are those hours of the workday within which the employee has the option to select and/or vary the arrival and departure times. “The CDC flexible hours are 12:30 a.m. to 9:00 a.m. (Morning flex), 11:00 a.m. to 1:00 p.m. (Midday flex), and 3:30 p.m. (Morgantown, 2:30 p.m.) to 11:30 p.m. (Evening flex band), Sunday through Saturday.[4] Employees must obtain supervisory approval before working credit time. Employees must be on an approved Flexiplace Agreement before working credit time at home.” For employees on a flexitime schedule, the midday flex band allows employees to extend their lunch periods up to an additional 1 1/2 hours and add the extra time at the end of the day. For example, an employee can begin work at 6:00 a.m., take an 1 1/2 hour lunch (or personal) break and end work at 3:30 p.m. Employees working a flexitour or compressed schedule do not have this discretion since these are fixed schedules. For details regarding this program contact your supervisor, Union representative, or administrative office.

Supervisors are encouraged to provide maximum flexibility for their employees.

## ARTICLE 27

### OUTSIDE ACTIVITIES

#### SECTION 1.

ALOSH employees receive many requests from outside institutions, organizations, and industry for writing, editing, teaching, speaking, consulting, and other services. Participation in these activities frequently enhance and broaden the employees experience; therefore, when the activities do not interfere with the efficient performance of official duties and there is no conflict of interest, these activities are permitted. However, the requirements of ALOSH assignments vary significantly so that outside work appropriate in one assignment may not be appropriate in another assignment. Outside work must be performed during other than the employees normal working hours (or while on leave). The use of government facilities and equipment for approved outside activities is prohibited.

Employees must obtain approval before engaging in an outside activity which requires the use of professional qualifications readily identified with ALOSH employment. The form HHS-520, Request for Approval of Outside Activity, should be completed and routed through normal supervisory channels to obtain advance approval for outside activities. Justification for disapproval must be provided to the employee in writing.

Examples of outside activities which require advance approval include the following:

- (1) Writing, editing, or publishing that relates to official duties
- (2) Teaching, lecturing, or speechmaking that relates to official duties
- (3) All professional and consultative services, including outside private practice
- (4) Service on boards or committees, or office-holding activities in professional societies
- (5) Other activities which specifically employ the general professional expertise related to the employee's ALOSH responsibilities.

Examples of outside activities which do not require approval include the following:

- (1) Department store sales associate
- (2) Restaurant server or cashier
- (3) Work with civic organizations
- (4) Exercise Instructor
- (5) Athletic coach or umpire

Policies on outside activities may be found in the August 1992 Standards of Ethical Conduct for Employees of the Executive Branch, Subpart H, and the HHS Supplemental Standards of Conduct, Section 5501.106.

<http://intranet.hhs.gov/ogc/hhsethics/topics/regs/5CFR5501n5502UnofCompilation010106.pdf>

## ARTICLE 28

### EMPLOYEE ASSOCIATION

#### SECTION 1.

The purpose of this article is to maintain and support the ALOSH Welfare and Recreation Association (AWRA). The AWRA's function is to promote and foster activities that are for the welfare, benefit, assistance, recreation, and convenience of employees.

#### SECTION 2.

The employee association will be administered in accordance with appropriate Federal and State laws.

#### SECTION 3.

All employees are eligible, including retired personnel whose last place of U.S. Government employment was ALOSH. Membership is voluntary.

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

- (1) Use of duty time for conducting association business must not interfere with the proper performance of the employee's regular duties.
- (2) Use of duty time will be confined to matters that cannot reasonably be taken care of outside official hours.

## ARTICLE 29

### EQUAL EMPLOYMENT OPPORTUNITY

#### SECTION 1.

The Parties agree that the Equal Opportunity Program shall be implemented in accordance with Executive Order 11478 (as amended) and with applicable laws, rules, and regulations. The Employer agrees to consult with the Union concerning local implementation of the Affirmative Action Program relating to employees of the bargaining unit.

#### SECTION 2.

The Parties agree that there shall be no discrimination against any bargaining unit employee on account of race, color, religion, sex, national origin, age, or handicap as defined in applicable Federal laws and regulations. Furthermore, the parties agree that there shall be no discrimination based on political affiliation, sexual orientation, or union membership.

#### SECTION 3.

The Union agrees to cooperate actively with the NIOSH and CDC Equal Employment Opportunity Officers and officials of ALOSH in order to exercise a positive role in assisting the Employer in implementing CDC's Equal Employment Opportunity Program. Alternative Dispute Resolution (ADR) is an optional process to informally resolve problems, conflicts, or disagreements. However, ADR does not take the place of traditional EEO complaint processes or affect employee rights as outlined in this contract.

#### SECTION 4.

Parties agree to support the CDC EEO Counselor Program at ALOSH. Interested employees are encouraged to apply for and participate in the CDC interview and selection process to become an EEO Counselor.

Employees and supervisors should strive to achieve a reasonable balance between participation in this program and their normal duties and responsibilities.

EEO Counselors may not be Union Stewards or Officers and may not be supervisors or Management officials.

#### SECTION 5.

An ALOSH EEO Advisory Council will be established and maintained to promote the full realization of EEO, affirmative action, and workforce diversity. The MPC shall provide guidance and oversight to the EEO Advisory Council.

The EEO Advisory Council shall be comprised of an equal number of members elected from each Division and OAMS, with an equal number of additional members appointed by both the Union and Management. Representatives from the Divisions and OAMS will be elected by employees in their respective groups.

The EEO Advisory Council shall use interest based techniques and consensus decision making.

The EEO Advisory Council shall submit an annual report to the MPC on its activities.

## ARTICLE 30

### OCCUPATIONAL SAFETY AND HEALTH

#### SECTION 1.

The Parties agree to partner in making every effort to provide a safe and healthful work environment for all employees. The employer assumes primary responsibility for maintaining a Safety and Health Program for all employees that will meet the requirements of all applicable laws, rules and regulations. The employee has the responsibility to adhere to safe and healthful work practices and the right and obligation to report unsafe and unhealthy work conditions.

#### SECTION 2.

The Parties agree to establish a Safety and Health Committee comprised of a minimum of eight members which includes at least one representative each from the Union and Management. Committee membership shall reflect the expertise necessary to effectively review and maintain the ALOSH Safety and Health Program. The ALOSH Safety Officer will help define expertise required for committee members. Membership for the Safety and Health Committee will be agreed upon by the CBO and Union President. The committee will meet at least quarterly, and minutes will be distributed to all hands via E-mail. An annual report will be prepared and submitted to the CBO, Union President, and each Division Director.

The function of the Safety and Health Committee will be to recommend ways to strengthen ALOSH's Safety and Health Program, to promote health and safety education of employees, to assist in and monitor facility safety and health inspections at least quarterly, and to provide recommendations for correction of violations. In addition, the Safety and Health Committee will monitor and assist the safety office in assuring the effectiveness and implementation of the ALOSH Safety and Health Program by making recommendations to the Management Operations Officer, CBO and the Union.

#### SECTION 3.

The Parties agree to maintain a Radiation Safety Committee to oversee and guide the uses of ionizing radiation. The Committee is responsible for implementing and monitoring the ALOSH Radiation Safety Program in accordance with Radiation Safety Committee by-laws and Nuclear Regulatory Commission regulations. The Committee has the authority to enforce remedial actions when violations occur. The Parties also agree that this Committee has the authority to take appropriate action against the user who violates radiation safety procedures.

#### SECTION 4.

The Employer agrees to insure that employees are given occupational safety and health training to perform their tasks safely. No employee will be required to perform duties involving hazards without receiving training which identifies the hazard, the proper work methods, safety rules and practices, and the protective measures and equipment to be used. Employees are responsible for reporting unsafe conditions as soon as possible and are assured that they will be subject to no restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition.

Material Safety Data Sheets (MSDS) and a current copy of the OSHA Toxic Substances List will be maintained

in a prominent place in each work area, identifying each known toxic substance stored or used at that location. These MSDS identify each toxic substance and provide information on safe handling/storage procedures and emergency first aid measures. Emergency first aid kits will be provided. Employees working in ALOSH laboratories will be made aware of such data sheets and their locations. It is agreed that it is the responsibility of the supervisor and employee to periodically review and update these listings as needed.

#### SECTION 5.

When the employer has made a determination that the need exists and requires the use of special equipment, the wearing of uniforms, protective clothing, or special wearing apparel to protect the employee or the environment, these specified items will be provided by the employer. All special equipment, uniforms, protective clothing, or special wearing apparel must be used or worn as prescribed by the employer in accordance with applicable laws and regulations. The Union agrees to encourage employees to adhere to the provisions of this section.

#### SECTION 6.

It is the intention of the Parties that no employee shall be required to work under conditions which are unsafe or unhealthy, and that an employee who believes that he or she is being so required shall have the right and responsibility to inform the Safety Office, and/or the immediate supervisor to bring to their attention the unsafe or unhealthy work condition(s). The immediate supervisor and/or Safety Office will investigate the situation and take appropriate action.

#### SECTION 7.

If a situation develops where there is imminent danger from a safety and health hazard in the area of the employee's work assignment, the employee shall promptly leave the area and then immediately contact his/her supervisor for advice and guidance. The supervisor will promptly notify the appropriate program officials. An "imminent danger" is a condition or practice which can reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal abatement procedures.

#### SECTION 8.

Employees will report on-the-job traumatic injuries and occupational disease or illness to their supervisors. [Form CA-1](#) should be submitted to report a traumatic injury and [Form CA-2](#) should be used for an occupational disease or illness. If the employee's injury prevents the submission of this report, the report will be submitted by the supervisor. Form CA-1 must be filed within two days after the injury and must be filed within 30 days in order to obtain continuation of pay for a disabling traumatic injury. Form CA-2 should be filed within 30 days. In any event, claim for compensation benefits (as distinguished from continuation of pay for a disabling traumatic injury) must be filed within three years.

When an employee on duty requires treatment away from the activity because of a job-related injury, the employer will provide transportation for the employee on the day that the on-the-job injury occurs. The applicable provisions of the Federal Employee's Compensation Act, as administered by the Office of Workers' Compensation Programs (OWCP), Department of Labor, will be made available to the employees. The employer will assist the employee in filing all necessary forms.

Overexposure to infectious agents or hazardous substances, when there is no immediate illness, should be

reported by memorandum to the ALOSH Safety Officer.  
SECTION 9.

All complaints concerning health and safety conditions related to contract employees within the facility can be reported to the ALOSH Safety Officer. The employer agrees to notify the Contractors with employees working within this facility of the provisions of this section.

SECTION 10.

The sale of tobacco products shall be prohibited on the Employer-controlled premises and the use of tobacco products shall be prohibited in Government vehicles.

Two outdoor areas will be designated as smoking areas. The designated smoking areas shall be maintained by the Employer in accordance with Executive Order 13058 to ensure non-smokers are not exposed to environmental tobacco smoke. At least one of the designated outdoor smoking facilities shall offer a measure of protection from the weather, including an electric heater during the winter.

Tobacco is an addictive drug that is difficult to quit. The employer shall sponsor free tobacco smoking cessation programs during the working hours. We are in agreement with the current Employer policy of sponsoring free tobacco cessation smoking programs during working hours with free nicotine replacement for employees participating in the Employer-sponsored smoking cessation programs. Employees shall be allowed to attend at least one of the Employer sponsored smoking cessation programs per calendar year.

## ARTICLE 31

### EMPLOYEE HEALTH AND FITNESS

#### SECTION 1.

The Parties are committed to providing a work environment that supports and promotes healthy lifestyles. Both Parties agree to participate in an ALOSH health and fitness team that is empowered to design, implement and evaluate ALOSH health and fitness programs that are responsive to employee and employer interests. The team shall use interest based bargaining techniques and consensus decision making.

#### SECTION 2.

The Employer agrees to continue the Employee Assistance Program (EAP), which is designed to provide services to assist employees to cope with problems and issues in their lives which may impair work performance, e.g. financial problems, family relationship problems, assessment of substance abuse, mental health, etc. Employees undergoing a prescribed program of treatment may be granted sick leave for this purpose on the same basis as any other illness when absence from work is necessary. The Employer further agrees to make employees and supervisors aware of this program and its functions.

#### SECTION 3.

The Employer agrees to maintain a voluntary program of physical examinations for permanent full- and part-time ALOSH personnel after entrance on duty. This includes participation in the CDC Adult Immunization Program.

#### SECTION 4.

The Employer agrees to maintain an employee wellness center in accordance with guidelines established by the MPC's Wellness Committee.

## ARTICLE 32

### TRAVEL

#### SECTION 1.

To the maximum extent practicable, the Employer shall schedule the time to be spent by an employee in travel status away from their official duty station within the regularly scheduled workweek of the employee. Thus, insofar as is practicable, employees shall perform travel during official duty hours. Any compensation relating to pay, overtime and compensatory time shall be made in accordance with applicable rules and regulations. As part of planning travel, the Employer is encouraged to take into consideration the effect of travel on the ability of the employee and/or the work unit to satisfactorily conduct day-to-day operations.

Upon mutual agreement between the employee and the supervisor the use of flexible work schedules and/or an alternative work week may be an option when scheduling travel (i.e., an alternative work schedule might be Tuesday through Saturday or Sunday through Thursday).

#### SECTION 2.

The Employer agrees to reimburse employees for official travel expenses at the rate and under the conditions set forth in applicable laws and regulations which include but are not limited to Subchapter V of Chapter 55 of Title 5 and the Fair Labor Standards Act. In those instances where travel is required and where affected employees have similar duties and responsibilities, the Employer will make every reasonable effort to assign travel fairly, commensurate with the Institute's mission and the training, experience, assignments, and expertise of the affected employees.

#### SECTION 3.

Travel may be required of any employee to accomplish the Agency mission. If frequent travel is a requirement of a job, the supervisor will ensure that this element is included in the employees position description. In the event that the employer foresees frequent travel becoming an essential part of an employee's job, the Employer will discuss these requirements with the employee and will prepare an addendum to the position description outlining these requirements.

#### SECTION 4.

Parties are encouraged to utilize the most cost effective method for accomplishing the proposed travel objectives; this may include alternatives such as shared transportation, centrally located meeting sites, alternative scheduling, envision, conference calls, etc.

#### SECTION 5.

The Parties agree to the following guidelines for scheduling work for field investigations, audits or other field activities. The Parties emphasize that these guidelines do not constitute absolute rules and regulations. The guidelines shall be applied fairly and consistently when planning and performing work.

## GENERAL GUIDELINES

- (1) Work Schedules. When planning work schedules for a field site, the lead investigator/auditor should, prior to the travel, involve staff in the development of a tentative work schedule based on expectations of the work to be assigned. When feasible, the final schedule shall be provided to the employee prior to departure and clearly indicate the days and hours of the workweek and scheduled days off. Every effort should be made to plan work during the regular administrative workweek (M-F).

Upon mutual agreement between the employee and the supervisor the use of flexible work schedules and/or an alternative work week may be an option when scheduling these field investigations, audits or other field activities (i.e., an alternative work schedule might be Tuesday through Saturday or Sunday through Thursday).

At the field site, the lead investigator/auditor is responsible for evaluating the work requirements and modifying the tentative work schedules to assure timely completion of the work. Employees should be notified of schedule changes at the earliest possible time.

All time spent by an employee performing activities for the benefit of the agency and under the control or direction of the agency is 'hours of work.' Such time includes time when an employee is required to be on duty, time in which an employee is suffered or permitted to work, waiting time or idle time which is under the control of the agency or for the benefit of the agency (5 C.F.R. 551.401).

At the field site (Temporary Duty Station) an employee is entitled to eight hours pay, except for travel days (see B below). More than eight hours of work per day, excluding idle time, will be paid overtime.

The Parties recognize that in order to accomplish the mission, it is sometimes necessary to identify additional staff to meet temporary needs to support field investigations. In these instances, efforts shall be made to solicit and select volunteers on a fair and equitable basis.

- (2) Time Spent Traveling. The following information should serve as a guide in developing and reporting work schedules which involve alternate worksites or travel. Title 5 of the United States Code covers both exempt and non-exempt employees. In addition, the Fair Labor Standards Act (FLSA) covers non-exempt employees. Non-exempt employees receive consideration under whichever regulation provides the greatest advantage to the employee. The employees Official Personnel Action Standard Form (SF-52) will indicate whether an employee is exempt or non-exempt.
  - a. FLSA Guidelines (see also 5 C.F.R. 551)  
Time spent traveling (but not other time in travel status) away from the official duty station is 'hours worked' when it cuts across the employee's work day. The time is not only 'hours worked' on regular work days during normal work hours but also during the corresponding hours on non-work days. Thus, if an employee regularly works from 8:30 am to 5:00 pm from Monday through Friday, the time spent traveling during these hours is worktime on Saturday and Sunday as well as on the other days.
  - b. Title 5 (see also 5 U.S.C. 551)  
Time spent by an employee in travel status away from their official duty station is considered as hours of employment for overtime pay purposes only (a) when travel is performed within the days and hours of their regularly scheduled administrative workweek, including regular overtime

work, or (b) when the travel involves the performance of actual work while traveling, is incident to travel that involves the performance of work while traveling, is carried out under arduous conditions, or results from an event which could not be scheduled or controlled administratively. <http://www.opm.gov/oca/compmemo/2005/2005-03-att2.asp>

(3) Differentials

- a. Night Differential. A worker receives a 10% differential for all regular scheduled hours worked between 6PM and 6AM.
- b. Sunday Differential. Full-time employees, whose regularly scheduled or management altered basic workweek requires them to work on a Sunday, are entitled to a 25% pay differential for hours worked. Work schedules that have been altered at the employee's request are not subject to the Sunday Differential.
- c. Overtime. More than eight hours of work per day, excluding idle time, will be paid overtime. Regular hours in excess of 40 hours per week will also be paid overtime. Compensatory time may be substituted for the overtime, subject to agreement between supervisor and employee (5 CFR Chapter 1 610).

Travel does not alter the requirement for all employees to account for the approved work day.

## ARTICLE 33

### CONTRACTING OUT OF BARGAINING UNIT WORK

#### SECTION 1.

The Parties are committed to establishing policies and procedures to identify alternative methods for meeting ALOSH staffing needs prior to contracting out functions or activities.

#### SECTION 2.

If an overload of work occurs, the Employer will first consider overtime, compensatory time, and/or credit hours for qualified employees within the respective Division/Office.

#### SECTION 3.

When contracting out (including individual task orders) is being considered to meet the need for additional labor resources, the Parties agree to partner. The Parties agree to consider alternatives to contracting out taking into consideration programmatic, time, and budgetary constraints. Some of the alternatives are: cross-training, overtime, reassignments, details, cross-divisional collaboration, external volunteering /partnering, utilizing an existing COTA, Career Mobility Program, etc. The Parties are committed to maximizing the utilization of ALOSH employees.

Specifically excluded from the provisions of the Article are all research and development contracts (including related individual task orders) and all professional and consultant service contracts unless bargaining unit employees are to be adversely affected.

#### SECTION 4.

The decision by the Agency to contract out work presently being performed by bargaining unit employees, and procedures used will be in accordance with OMB Circular A-76 or other applicable rules and regulations. If a bargaining unit employee is placed under the administrative supervision of a contractor employee such an assignment will not negate any benefits which accrue to the bargaining unit employee by virtue of applicable laws, rules, and/or regulations.

## ARTICLE 34

### REDUCTION-IN-FORCE

#### SECTION 1.

The Parties jointly recognize the desirability of maintaining employment stability within the civilian work force. The Parties also recognize that an occasion may arise when a reduction in force (RIF) may be necessary.

Reduction-in-force is the release of an employee from his/her competitive level by separation, demotion or a furlough for more than thirty days, or reassignment requiring displacement when lack of work or funds, reorganization, reclassification due to a change of duties, or the need to make a place for a person exercising re-employment or restoration rights.

#### SECTION 2.

At the earliest possible date, the Union will be informed of any decision reached regarding reduction-in-force. This notice, in writing, will include the reasons for the proposed reduction-in-force, the approximate number and types of positions initially affected, when possible, other positions that may be affected and the anticipated date of the action. The Union and the Employer will meet to discuss the RIF procedure.

The Employer will provide complete information needed by employees to fully understand the reduction-in-force and why they are affected. Specifically, the Employer shall: (1) inform all employees as fully and as soon as possible of plans or requirements for reduction in force in accordance with applicable rules and regulations; (2) inform all employees of the extent of the affected competitive area, the regulations governing reduction-in-force, and the kinds of assistance to be provided for affected employees.

The Employer agrees to provide a specific RIF notice to each affected employee up to ninety calendar days in advance, but in no case will such notice be less than thirty calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action, the employee's service computation date, and subgroup. It shall describe the employee's competitive area and the competitive level, and tell him or her why any lower standing employee is retained in his or her competitive level for more than thirty calendar days. Rights of grievance and time limits on such grievance will also be in the notice. An extra copy of this notice will be given to the employee along with any other information required by regulation.

#### SECTION 3.

The Employer will attempt to minimize reduction-in-force actions by using, to the maximum extent feasible, attrition to accomplish necessary reductions. All reductions will comply with applicable laws and regulations.

#### SECTION 4.

In the event of a RIF at ALOSH, employees receiving notice have the right to review retention lists pertaining to all positions related to their case. Upon request, all the retention lists and the staffing lists will be given to the President of the Union or designee. If a separation is to occur, or upon request, the Union will be given information to update their copy of the retention list prior to the effective date of separation. Affected Unit employees will have the right to the assistance of the Union when reviewing such lists or records.

## SECTION 5.

In the event of a RIF, the Employer agrees to freeze the filling of all vacancies in the occupational series of affected employees until the RIF has been completed.

The Employer will seriously consider waiving qualification requirements in assignments during a reduction-in-force when an affected employee has the capability, adaptability and special skills required by the position.

## SECTION 6.

The competitive area for RIF purposes shall be the Morgantown area. Within this area, competitive levels shall consist of all positions that are in the same grade or occupational level and that are so alike in qualification requirements, duties, responsibilities, pay schedules, and working conditions, that an employee in one position may readily be assigned to any of the other positions without changing the terms of the employee's appointment and without unduly interrupting the Agency's work program. It is understood this does not limit management's right to include both bargaining unit and non-bargaining unit employees in a competitive level.

## SECTION 7.

Affected employees shall have a minimum of five work days in which to accept or reject an offer of another position.

## SECTION 8.

It is understood that acceptance of temporary employment will not alter the employee's right to be offered permanent employment. In the event career or career-conditional employees are separated by RIF, the Employer will establish a re-employment priority list in accordance with governing regulations and will give preferences for re-employment to the extent that all governing regulations require. Upon request a copy of the list shall be given to the Union for monitoring purposes.

## SECTION 9.

The Employer, upon request, will provide affected employees and the Union with information regarding employment possibilities in other Government agencies, retirement, severance pay, and other benefits available to them, regardless of geographic location or Agency involved.

## SECTION 10.

At no time will the Employer use the RIF procedure to circumvent the adverse actions procedures. The Union will be allowed a reasonable amount of official time to prepare proposals following RIF notification. The Union will also be allowed a reasonable amount of official time to review retention registers, other records pertaining to RIF, and to represent employees who are affected by RIF. For the duration of the RIF, the Employer will provide the Union with up-to-date information and keep them informed of all actions taken.

## SECTION 11.

In the event of a RIF, it is the intent of the Employer that the work load shall not be disproportionately increased for any group of employees (professionals, technical, or clerical).

## ARTICLE 35

### REORGANIZATION

#### SECTION 1.

Reorganization is any organizational change involving (1) establishment, abolishment, or consolidation of an organizational segment; (2) change in the name of an organizational segment; or (3) addition, abolition or the redistribution of a function or functions between organizational segments.

#### SECTION 2.

The Parties agree that in the event of a potential reorganization and during any reorganization process, there will be pre-decisional input, dialogue, and partnering between management and the Union. The Parties agree to partner with employees as fully and as soon as practicable.

Employees will be informed at least 30 days prior to the implementation of any reorganization.

The Parties agree that every effort will be made to retain employment, grade, and employee promotion potential.

#### SECTION 3.

In the event of a reorganization it is the intent of the Employer that the work load shall not be disproportionately increased for any group of employees (professionals, technical, or clerical).

## ARTICLE 36

### TRANSFER OF FUNCTION

#### SECTION 1.

A transfer of function (TOF) takes place when a function ceases in one competitive area and moves to other competitive areas which do not perform the function at the time of transfer. Competitive areas are the geographical and/or organizational boundaries in which employees compete during a RIF. All CDC and ATSDR positions within a commuting area are in the same competitive area.

#### SECTION 2.

The Parties agree that in the event of a potential TOF and during any TOF process, there will be pre-decisional input, dialogue, and partnering between management and the Union. The Parties agree to partner with employees as fully and as soon as practicable.

Employees will be informed at least 30 days prior to the implementation of any TOF.

Employees to be transferred will be identified in accordance with applicable rules and regulations. Should any employee desire not to transfer with the function, the Employer shall solicit voluntary requests from employees to transfer in their place and give careful consideration to such requests. The Employer will explore options to avoid separating, demoting or transferring employees as a result of the loss of function.

Every reasonable effort will be made to place affected employees in available local vacant positions for which they qualify, by considering seniority, tenure, experience and training prior to the effective date.

Affected employees will be assisted and counseled in seeking placement opportunities with other Federal agencies and elsewhere in Morgantown and other geographic areas.

Employees will be counseled on individual rights relating to such matters as retirement and severance pay.

Affected employees may volunteer to have their name placed on a list for consideration for those vacancies for which the employee is qualified, so that every possible consideration will be given in the selection process. The list shall be given to the Union for review purposes upon request.

#### SECTION 3.

In the event of a TOF it is the intent of the Employer that the work load shall not be disproportionately increased for any group of employees (professionals, technical, or clerical).

## ARTICLE 37

### DISCIPLINARY ACTIONS

#### SECTION 1.

It is agreed that discipline is the responsibility of management. Disciplinary and adverse actions may be only taken for just and sufficient cause. The supervisor or other management officials will document the facts and will determine whether a prima facia case exists. The supervisors are obligated to act after the determination has been made that disciplinary action is appropriate.

#### SECTION 2.

A supervisor may discuss an employee's manner of performance with an employee at any time. When it is determined that disciplinary or adverse action is necessary, the action will be initiated within the provisions of appropriate regulations. Supervisors and employees are encouraged to utilize informal problem solving techniques such as Alternative Dispute Resolution ([reference Article 38 Section 2](#)). An employee may file a grievance ([reference Article 39](#)) or appeal in accordance with appropriate regulations and procedures and may be accompanied, represented, and/or advised by the Union or a representative of his/her choice at any stage of the grievance or adverse action proceeding if using a statutory procedure.

#### SECTION 3.

A meeting between any employee and his/her supervisor and/or other line management officials during which the principal topic of discussion is disciplinary action against the employee will entitle the employee involved to request to be accompanied by his/her Union representative during such meeting. If such a request is made, the supervisor or other line management official will honor the request.

## ARTICLE 38

### PROBLEM SOLVING AND ALTERNATIVE DISPUTE RESOLUTION

#### SECTION 1.

The Parties agree that problem solving through the principles of partnership is a recognized way to improve organizational efficiency and effectiveness and should be used when issues are identified. Employees and managers are encouraged to use innovative problem solving techniques in their daily working environment.

#### SECTION 2.

The purpose of Alternative Dispute Resolution (ADR) is to achieve solutions to best meet the interests of both parties. ADR is a collection of processes to resolve concerns, problems, conflicts, disagreements, or disputes. It includes techniques such as mediation, neutral fact-finding, facilitation, and interest-based problem solving. For the process to be most effective, it should be conducted in a timely manner.

The use of ADR is voluntary and must be mutually agreed to by all participants. A written agreement is required to initiate the ADR process. The use of ADR will not preclude the use of the existing grievance process, take the place of traditional processes, or affect employee rights as outlined in this contract. To protect your rights and understand your requirements, time restraints, and obligations relative to grievable matters refer to [Article 39, Section 6 & 7 \(Grievance Procedures\)](#).

## ARTICLE 39

### GRIEVANCE PROCEDURES

#### SECTION 1.

The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of problems, issues and concerns. Employees and supervisors are strongly encouraged to utilize informal problem solving techniques including alternative dispute resolution before the formal grievance procedure is initiated. Every effort shall be made to maintain the confidentiality of all matters relating to a grievance. Both Parties are strongly encouraged to share all available relevant information in this process.

#### SECTION 2.

Any employee or group of employees in the bargaining unit may choose to represent themselves in any grievance, however the Parties are bound by the terms and conditions of this collective bargaining agreement and the Union must be given the opportunity to be present during all resolution discussions between grievant and Employer.

A grievance is defined, with the exclusions outlined in Section 3, as any complaint:

- (1) by any employee concerning any matter relating to the employment of the employee;
- (2) by the Union concerning any matter relating to the employment of any employee or;
- (3) by any employee, the Union, or the Employer concerning
  - a. the effect or interpretation or a claim of breach, of a collective bargaining agreement;
  - b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

#### SECTION 3.

Many grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level with the steward. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably on employee's good standing, performance, or loyalty or desirability to the Institute. Reasonable time during working hours will be allowed for employee and Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with Employer officials in accordance with procedures outlined in [Article 6, Section 4](#).

Complaints about the following matters are not considered grievances for the purpose of this Agreement and are specifically excluded from this grievance procedure ([Section 7121 C \(1\) \(2\) \(3\) \(4\) \(5\) of the Civil Service Reform Act of 1978](#)):

- (1) Claimed violations of Subchapter III of Chapter 73 of Public Law 95-454 (relating to prohibited political activities);

- (2) Retirement, life insurance, or health insurance;
- (3) Suspension or removal under 5 USC, Section 7532 (concerning national security);
- (4) Any examination, certification, or appointment;
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee;
- (6) A reduction in force applicable under part 351 of OPM regulations.

#### SECTION 4.

The negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 7 of this Article.

#### SECTION 5.

An aggrieved employee affected by a removal or reduction in grade based on Unacceptable performance as outlined in Section 4303 or adverse action as outlined in Section 7512 or a matter of discrimination, may at his/her option raise the matter under the appellate procedures outlined in PL 95-454 (Civil Service Reform Act of 1978) or under these grievance procedures, but not both.

For the purpose of this section and pursuant to Section 7121(e)(1) of PL 95-454, an employee shall be deemed to have exercised his/her option under this section or the appellate procedures at such time as the employee timely files a notice of appeal under the appellate procedures or timely files a grievance in writing in accordance with these grievance procedures, whichever event occurs first.

#### SECTION 6.

Any time limits stipulated in the following procedures may be extended for stated periods of time by the appropriate Parties by mutual agreement in writing. Upon mutual agreement, any steps of this grievance procedure may be varied.

#### SECTION 7.

Within 15 work days of a grievable action, employees have the option, through their Union representative, of requesting a formal Alternative Dispute Resolution (ADR) process or proceeding to the formal grievance procedure. During the ADR process, the timeline for the formal grievance procedure will be suspended. The ADR process will be a good faith effort and conducted expeditiously. If the formal ADR process is not successful, the employee will have 15 additional days to file a formal grievance.

In presenting a grievance, the grievant(s) shall state that the grievance procedure is being invoked. He/she shall identify the facts giving rise to the grievance, the Agreement provisions which it is claimed were violated, and the relief requested. The employee may represent himself/herself or may be represented by a Union official.

The grievance shall first be submitted in writing to the immediate supervisor within 15 work days of the incident leading to the grievance. The supervisor shall give a decision in writing within 15 work days after receipt. The decision will include the name of the management official to receive the grievance at the next step.

The final step in the grievance procedure shall be an appeal to the Collective Bargaining Official. The number of preceding steps in the grievance procedure shall be equal to the number of persons in the employee's direct line of supervision.

Employees and supervisors have 15 work day deadlines at subsequent steps to respond in writing. The decision of the Collective Bargaining Official is final subject to arbitration if invoked as outlined in [Article 41](#).

Employer and grievant will meet face-to-face at each step of the grievance procedure to clarify the facts and attempt to resolve the grievance in a good faith manner.

At any time after initiation of a formal grievance process, either party shall have the right to request and receive all available information and materials related to the matter.

By mutual agreement, ADR may be requested at any step in the grievance process and the timeline will be suspended.

#### SECTION 8.

If the basis of the Union's grievance is an action or decision of an ALOSH official above the level of first-line supervisor, the grievance shall be presented initially at the level of supervision at which the action was taken, or the decision was rendered which gave rise to the grievance. The remaining steps of the grievance procedure shall be followed. The Union's other grievances shall be processed in the same manner as that described in this section for employee's grievance.

#### SECTION 9.

A grievance which involves an official reprimand, an adverse action, a removal, or a reduction-in-grade shall be submitted in writing by the employee to the Collective Bargaining Official within 15 work days of the final notice of action. The Collective Bargaining Official will have 15 work days in which to answer the grievance in writing. The grievance could then be referred to arbitration as outlined in [Article 41](#). A decision to take action under the procedures of Sections 4303 or 7512, PL 95-454, will not be stayed pending the arbitration of the grievance.

## ARTICLE 40

### GRIEVANCE MEDIATION

When the Parties fail to settle any grievance in accordance with the procedures outlined in [Article 39](#), the Collective Bargaining Official (CBO) and Union President may, by mutual agreement, request Grievance Mediation from the Federal Mediation 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 and either party can proceed to arbitration per [Article 41](#).

## ARTICLE 41

### ARBITRATION

#### SECTION 1.

When the Parties fail to settle any grievance processed in accordance with the procedures outlined in [Article 39](#) and/or [Article 40](#), then such grievance shall, upon written request by either party, be referred to arbitration. Such written request must be submitted no later than 30 calendar days following the receipt of the written decision of the Collective Bargaining Official. Arbitration may be invoked only by the Employer or the Union.

#### SECTION 2.

The Parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator within 10 work days from the date of receipt of a valid arbitration request. If agreement cannot be reached, the employer shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five impartial persons qualified to act as arbitrators. Within seven calendar days of receipt of the list, the Parties shall alternately strike one name at a time until one name remains on the list. The remaining name shall be duly selected as the arbitrator. In the event the remaining name is mutually unacceptable to the Parties, a new list may be jointly requested from FMCS and names struck as above.

#### SECTION 3.

The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator.

#### SECTION 4.

If Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

#### SECTION 5.

The arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from this collective bargaining agreement; such right is the sole prerogative of the contracting Parties.

#### SECTION 6.

The arbitrator will be requested to render his/her decision to the Parties as quickly as possible but in no event later than 30 days after the conclusion of the hearing. Any questions concerning the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement.

#### SECTION 7.

By mutual 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, the Party shall be responsible for the full cost of the transcript. If the other Party later requests a copy of the transcript, the Party shall pay for half of the original cost.

#### SECTION 8.

Disputes between the Parties about the arbitrability of any issue will be settled by arbitration in accordance with the provisions of this Article. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the selection of the Arbitrator. The arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing except that either party may request that the arbitrator first decide on arbitrability if it can reasonably be expected that the combined hearing would last more than two days.

#### SECTION 9.

All fees and expenses of the arbitrator shall be shared equally by the Parties. Costs of witnesses who are not NIOSH employees shall be borne by the party requesting the appearance of said witness. Arbitration hearings shall be held during the normal business hours, Monday through Friday, in the Morgantown area. Definite and precise arrangements on the exact date, time and place of the hearing will be made by the Parties prior to the hearing date. A hearing room utilizing government space shall be supplied by the Employer. In the event that the Union finds such facility unacceptable, the Union will bear the expense of alternate quarters.

#### SECTION 10.

It is recognized that either party to this Agreement may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority.

APPENDIX 1

LABOR-MANAGEMENT  
PARTNERSHIP AGREEMENT

FOR

NATIONAL INSTITUTE FOR OCCUPATIONAL  
SAFETY AND HEALTH  
MORGANTOWN

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 3430

PREAMBLE

Recognizing that involvement of management, employees and their Union representatives is essential to accomplishing the mission of NIOSH, management and the Union maintain a Labor-Management Morgantown Partnership Council (MPC).

PURPOSE

The purpose of this Partnership is to foster within NIOSH Morgantown a cooperative, constructive working relationship among employees, their representatives, managers and supervisors. To this end, all partners will work towards establishing an atmosphere of mutual respect and trust, and the development of mutually acceptable means to accomplish the NIOSH mission.

The scope of the MPC will include multi-divisional/office issues raised by either party regarding:

- a. matters involving personnel policies, practices, and working conditions; and/or
- b. matters covered by Executive Order 12871.

Upon mutual agreement, the scope of issues addressed by the MPC may be expanded on a case by case basis. Consensus decisions reached by the MPC will be binding.

OBJECTIVES

1. To foster the participation of employees in the decision-making process.
2. To promote respect, active listening, and the use of consensus in reaching decisions, and share information in an open, candid manner.

3. To ensure that all employees understand the purpose, objectives, and goals of the partnership.
4. To create an environment which prevents problems as well as foster problem-solving.
5. To find solutions that incorporate Good Government Standards established by the National Partnership Council (NPC). These standards are intended to increase quality and productivity; and to promote customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance, while considering the legitimate interests of the parties.

## STRUCTURE

### Morgantown Partnership Council

Membership of the MPC shall include the President of AFGE Local 3430, the ALOSH Collective Bargaining Official, management representatives from each Division appointed by the Director, NIOSH or designee, and an equal number of union representatives appointed by AFGE Local 3430.

Alternates may attend any meeting, but are not voting members unless the primary member is not present.

The parties agree that the employer, in concurrence with the Union, will identify an Executive Secretary for the MPC.

The MPC will meet at least every other month on dates and times to be determined.

## RESPONSIBILITIES

Morgantown Partnership Council (MPC) will:

1. Address policies, practices, and working conditions which relate primarily to NIOSH Morgantown.
2. Identify issues for referral to the LMCC.
3. Disseminate and share information.
4. Provide leadership and coordination to other partnership groups.
5. Be responsible for conducting an annual evaluation of the incentive awards program and continue to explore opportunities and implement improvements.
6. Conduct an annual self-evaluation.

## AUTHORITY AND FUNDING

CDC/ATSDR will provide authority and ensure funding to support the MPC.

## PROCESS FOR AGREEMENT

Decisions will be reached by consensus. Interest-Based Problem Solving techniques may be used to address and resolve issues before the Council. A facilitator may be used as necessary.

## APPENDIX 2

Category: Human Resources

CDC-HR-2003-03 (Formerly CDC Chapter 610-2)

Date of Issue: 05/05/03 REVISED: 10/10/2008 Proponents: Office of Security and Emergency Preparedness, Office of the Chief Operating Officer, CDC; Coordinating Office for Global Health, Office of the Director, CDC.

### CDC TELEWORK POLICY FOR CIVILIAN EMPLOYEES

Sections: 1. PURPOSE  
2. INTRODUCTION  
3. POLICY  
4. PROCEDURES  
5. RESPONSIBILITIES  
6. ABBREVIATIONS, ACRONYMS AND DEFINITIONS  
7. REFERENCES

Exhibits: A. TELEWORK REQUEST FORM, CDC 0.1301  
B. TELEWORK EMPLOYEE AGREEMENT, CDC 0.1222A  
C. LOCATIONS OF GSA TELEWORK CENTERS  
D. SAFETY CHECKLIST FOR HOME-BASED TELEWORKERS, CDC 0.1398  
E. TELEWORK DETERMINATION FOR CIVIL SERVICE POSITIONS, CDC 0.1402

#### 1. PURPOSE

This document replaces the CDC<sup>2</sup> Telecommuting<sup>3</sup> Policy for Civilian Employees and is established in cooperation with the CDC Labor/Management Cooperation Council.

This program allows civilian employees (non-commissioned corps) to perform duties from their home or other approved work sites. Employee participation is voluntary, subject to supervisory approval, except in the case of certain facility closures, as discussed later in this document where situational teleworking may be directed for certain employees.

#### 2. INTRODUCTION

P.L. 106-346, Sec. 359, (10/23/2000) states: "Each executive agency shall establish a policy under which eligible employees of the agency may participate in telecommuting to the maximum extent possible without diminished employee performance. Not later than six months after the date of the enactment of this Act, the Director of the Office of Personnel Management shall provide that the requirements of this section are applied to 25 percent of the Federal workforce, and to an additional 25 percent of such workforce each year thereafter."

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1 This issuance supersedes Human Resources Management Manual CDC Chapter 610-2, Telecommuting Policy for Civilian Employees dated 05/05/2003.

2 References to CDC also apply to the Agency for Toxic Substances and Disease Registry (ATSDR).

3 The terms telecommuting and teleworking, and telecommuter and teleworker are used interchangeably in this policy

An Office of Personnel Management (OPM) Memorandum to Heads of Executive Departments and Agencies (2/9/2001) states: "The purpose of the law is to require that each Federal agency take a fresh look at the barriers that currently inhibit the use of this flexibility and act to remove them and increase actual participation. The law recognizes that not all positions are appropriate for telecommuting, but each agency must identify positions that are appropriate in a manner that focuses on broad objective criteria. Once an agency has established eligibility criteria, subject to any applicable agency policies or bargaining obligations, employees who meet them and want to participate must be allowed that opportunity if they are satisfactory performers."

Telework can:

- Improve the quality of work and increase productivity because employees can concentrate on the project itself with less distraction from the office environment
- Improve morale and reduce stress by giving employees more options to balance work and family demands
- Impact environmental issues, including traffic congestion, air quality, and energy issues
- Improve parking availability

Telework also addresses situational telework in support of continuity of operations and emergency response. OPM, in its Federal Manager's/Decision Maker's Emergency Guide, has stated that federal agencies must have plans in place that allow the business of government to continue during emergency situations. However, OPM recognizes that most designated continuity of operations plan (COOP) facilities do not have all the staff needed to support important missions and cannot accommodate enough key staff to facilitate maximum operations in certain disaster situations. As a result, not all key staff may be designated to report to COOP sites.

Telework provides access to resources that may not be available otherwise. Recent OPM guidance on emergency planning has emphasized the role of telework. Agencies, including CDC, have the flexibility to use teleworkers in emergency situations but OPM emphasizes that this support cannot happen spontaneously. A viable on-going telework program is the foundation that must be in place. With new technology available, CDC can conduct critical transactions and exchange information with appropriate security and authentication mechanisms away from CDC facilities. With the appropriate remote administration of essential support systems e.g., the provision of help-desk support, CDC teleworkers can help ensure the continuity of CDC's essential functions.

To facilitate the use of telework during emergencies, certain steps are necessary. Work must be organized to facilitate electronic communication and eliminate paper-based processes whenever possible, e.g., automating reports and procedures. Employees should experience functioning in a "virtual office," and should be linked via computer and telephone from home or alternative work sites. Managers need to be comfortable supervising people they do not see regularly. Coordinating centers (CCs), coordinating offices (COs) and national centers (NCs)<sup>4</sup> with essential functions must:

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<sup>4</sup> For ease of reference within policy documents, "NC" will refer collectively to CDC's national centers, institute, and the Agency for Toxic Substances and Disease Registry (an independent Health and Human Services agency that is led by the CDC director and for which CDC provides administrative services).

- Develop a cadre of regularly scheduled “core” teleworkers
- Permit teleworkers to experience working offsite and learn to communicate electronically with colleagues and clients by doing it regularly
- Permit supervisors and managers to experience managing employees without face-to-face contact

With telework in place during emergencies, experienced teleworkers will not need to master new computer programs, and managers will have learned to supervise a “virtual workforce” by doing it under normal conditions.

### 3. POLICY

#### A. Use of Telework

Telework agreements can be tailored to three categories:

- Core telework - Work at an alternate worksite that occurs on a routine, regular, and recurring basis away from an employee’s principal place of duty (e.g., at home, at a telework center, at an alternate location) one or more days per week, i.e., normally up to two (2) days per week.
- Extended Telework – Work at an alternate worksite that occurs on a routine, regular and recurring basis away from an employee’s principal place of duty three (3) days or more per week.
- Situational Telework - Approved work that occurs on an occasional, situational, or non-routine basis at an alternate work site. Work may occur less than one day per week; a few hours per week; or one or more days per week on an irregular basis. Situational telework may also be occasional and non-routine, to include periods of facility closures. Since facility closures vary due to reason and extent, the decision as to who continues telework or under a situational approval rests with the Chief Management Officer (CMO) of each CC/CO/NC or with the CDC CMO.

The following options are available and designed to encourage managers to use telework in their planning and preparation for emergencies:

- Formalizing situational telework arrangements
- Setting a specific length of time for the trial period
- Moving to core telework if both parties like the arrangement, in a no-risk, everybody-wins approach
- Building emergency response contingencies into employees’ telework agreements
- Including agency telework coordinators in disaster planning and exercises
- Helping CDC decision makers understand that telework is an important agency tool, not just a “nice to have” flexibility for employees
- Permitting such managers to telework at least one (1) day per week

## B. Eligibility Criteria

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 listed below is eligible to apply for telework. CDC employees who wish to telework must follow the Telework Request/Agreement Form requirements and submit renewals on an annual basis.

- Participants must be civilian federal employees not serving an initial probationary period. Supervisors may determine, however, special situations in which new federal employees may be allowed to participate.
- Participants must be able to work without direct supervisory oversight.
- Participants must have a job performance rating of “Fully Successful,” its equivalent, or better.
- Participants’ job responsibilities must be conducive to a core telework arrangement
- Participants must provide high speed (>200Kbps) internet connectivity required to access the CDC network, unless high speed internet connectivity is not available in the employee’s requested telework area. If the latter applies, documentation from the applicable local utility provider (cable, telephone, etc.), stating that high speed or digital internet service is not offered, must be included with the telework request. Supervisors should then consider job duties in determining if work can be performed successfully without high speed internet connection. All costs associated with internet connectivity are the responsibility of the participant and will not be reimbursed by the agency (see Section 3.F). Note: Any previously approved reimbursement for internet connection will remain valid only until the expiration of the current agreement.
- Telework training must be completed by the employee and the immediate supervisor before engaging in telework and acquiring telework equipment.
- Participants’ telework site must reside in the U.S. except as authorized in the Appendix on International Telework.

This policy applies to CDC employees and is not intended to address telework arrangements for contractors and other non-federal employees, e.g., Oak Ridge Institute for Science and Education (ORISE), Atlanta Research and Education Foundation (AREF), and Regular Fellows. Telework options for a contractor are determined by the contractor’s employer in coordination with the CC/CO/NC to which he/she is assigned.

## C. Reasons for Denial

An employee may participate in the program only if the responsible supervisor or designee determines that the employee’s job duties are suitable for alternative work sites (e.g., telecenters, other satellite offices, home office), and the employee meets other eligibility requirements such as performance rating, etc. Participation may be denied if:

- 1) The employee does not meet eligibility criteria.
- 2) The employee’s job responsibilities are not conducive to a core telework arrangement. For example:
  - There is a major adverse impact on other employees

- There are office coverage problems
  - The position requires on-site activity that cannot be performed remotely
  - The employee's work requires access to hard-copy shared files or materials.
- 3) The employee has less than a Fully Successful or equivalent performance rating or is on a performance improvement plan (PIP).
  - 4) The employee is on a probationary period or training appointment, e.g., Career Opportunities Training Agreement (COTA), which requires proper job training and a demonstration by the employee of a clear ability to perform without consistent or direct manager supervision.
  - 5) There is properly documented misconduct or disciplinary action, and a clear connection can be made between it and the employee's successful performance in a telework situation.

#### D. Requirements and conditions for teleworking

- 1) Teleworking is not a substitute for routine sick leave (i.e., stomach virus, cold, etc.), maternity leave, etc. If an employee bases his/her request for participation on a specific, non-routine medical condition (i.e., recuperating from surgery, car accident, etc.), the employee will be required to provide supporting medical documentation.
- 2) Duty time may only be used for conducting official business. Agency personnel must be able to contact [by phone or on-line] the employee during work hours. Participants are expected to be accessible to co-workers, immediate supervisor and/or clients during established core hours, excluding lunch periods as when working at the official work site.
- 3) Participants on a telework arrangement of more than two weeks who have requested to work their entire tour of duty at the telework worksite must meet the agency requirement of working one of those days each pay period at the official work site. If the request is approved, the day to be worked at the official work site will be determined in consultation with their supervisor. A waiver of this requirement can be approved by the CDC Director/ATSDR Administrator or written designee. This waiver is also required for telework requests based on a medical condition when the employee is physically unable to report at least one day per pay period.
- 4) The telework worksite may be the employee's residence or other approved telework site. A teleworker's official duty location is normally not changed due to participation in this program except in certain situations described below. In accordance with OPM regulations, if an employee telecommutes from a location outside of the locality pay area of their "official duty location," and is not scheduled to report to their "official duty location" at least once per week, the employee's official work site must be revised to reflect the location of where he/or she telecommutes from. Therefore, their locality pay and other related benefits are based upon this location (for more information on changing the "official duty station" see "a" below). If this situation occurs, the employee faces potential revisions to salary (locality pay), travel entitlements, non-foreign cost of living allowances, and relocation expenses.
  - a) If the employee is not scheduled to report at least once per week on a regular and recurring basis to the office work site, the official work site is the location of the employee's telework site. In this situation, a request to change the duty station must be prepared by the CC/CO/NC and submitted to the Atlanta Human Resources Center (AHRC) to process a Notification of Personnel Action (Standard Form-50B or equivalent).

- b) The change in duty station should be effective during the first pay period in which an employee covered by a Telework Agreement is no longer scheduled to report to the office work site once a week on a regular and recurring basis. The rate of basic pay and/or entitlement to locality-based comparability payment, special salary rates, non-foreign cost-of-living allowances, travel allowances, and relocation expenses (if within the commuting area) are based on the official work site.
- The CDC Director/ATSDR Administrator or designee may make a temporary exception to this requirement in appropriate situations, such as:
    - a. When an employee is recovering from an injury or medical condition, or is assisting with a family member's recovery from an injury or medical condition
    - b. Emergency situations that prevent an employee from regularly commuting to the normal work site, such as a severe weather emergency or pandemic health crisis
    - c. When the employee is away from the area on extended official travel
  - An exception is not appropriate in the following situations:
    - a. An employee is hired under a temporary or time-limited appointment and is authorized to telework but is never scheduled to work at, or report at least once a week to the regular work site
    - b. An employee changes his or her place of residence to a distant location where commuting at least once a week on a regular and recurring basis to the regular work site is not possible (i.e., the employee no longer has a residence in the commuting area for the regular work site and thus cannot reasonably be viewed as being part of the local labor market for the regular work site)
- 5) When the participant is scheduled for a tour of duty at the alternate work site and is required to report to the official work site after his/her normal duty hours, he/she will be compensated in accordance with applicable overtime regulations.
- 6) Work performed at the alternate work site will be evaluated by the same performance standard and procedures that apply at the official work site. Managers can measure what the employee produces by examining the product or results of the employee's efforts. It is critical to use project schedules, key milestones, regular status reports, and team reviews.
- 7) The supervisor in consultation with the employee will set the schedule for teleworking. Employees may request a telework arrangement for part of the workday. Time spent commuting will be considered unpaid time.
- 8) The participant should be consulted in advance when meetings/conferences or in-house training/seminars, etc., are being scheduled and require the participant's attendance, so that the participant's availability is taken into consideration, as might normally be the case with employees at the official work site.
- 9) By participating in this program, the employee agrees to use the established office protocol for procurement of supplies needed at the telework site. Unanticipated supply needs that arise should be addressed with the custodial officer for appropriate resolution.
- 10) The employee is solely responsible for maintaining a safe home work space if the home is being used as the alternate work site. Employees must use the Home Safety Checklist (see Exhibit D) to help establish a safe

home work space.

- 11) The employee is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the alternate work site. Any accident or injury occurring at the alternate work site in the course of performing official duties must be brought to the immediate attention of the supervisor. The supervisor and safety office representative must investigate all such accident reports immediately following notification. Should this investigation require an inspection of the alternate work site, the employee will be given a minimum of 24-hour advance notice. The inspection will take place during the employee's tour of duty. If the employee is a member of the bargaining unit, a union representative will be allowed to accompany the inspection team at the employee's request. The AHRC/ Labor Relations Office or the collective bargaining official will make the necessary arrangements for release of the union official.
- 12) The standards of conduct continue to apply at the telework work site.
- 13) Participants must agree to participate in structured workspace sharing techniques when in CDC offices such as "hot-desking" or "hoteling" as required. Normally this requirement will apply only to those who telecommute three or more days per week. Space sharing requirements may, however, vary depending on the size of the work group, and the work schedules of the teleworking employees.

#### E. Time and Attendance

All pertinent time and attendance, leave, and pay regulations must be observed by employees and supervisors when an employee teleworks.

The existing rules on overtime under title 5, U.S.C., and the Fair Labor Standards Act (FLSA) apply to teleworking employees. Overtime, compensatory time, and credit hours may be earned while teleworking only with the advance approval of the supervisor.

All work schedules available to employees at the official work site will also be available to teleworkers. Participants will be allowed to continue to work their current tour of duty while teleworking or request approval to work a different schedule, subject to the provisions of the CDC Alternative Work Schedules policy. Telework is an option for any workday, including Mondays and Fridays. Participants will normally be allowed to resume their previous work schedule when terminating their telework arrangement. Employees may request a change of their tour of duty while teleworking. Requests and determinations will be made in advance and may be done via email. If disapproved, reasons must be cited in the response. Employees must notify his/her timekeeper of the new tour. This may be done via email.

The participant's time and attendance will be recorded as if performing official duties at the official work site.

#### F. Necessary Equipment, Information, and Services

If an employee's request to telework is approved, the organization shall provide for the duration of the approved agreement the participant with the necessary computer equipment such as: encrypted laptop, key fob, all-in-one printer/scanner/fax, external mouse, monitor, and docking station as required in the performance of duties at the telework site. Priority for equipment allocation shall go to all continuity of operations emergency essential employees in the organization.

The employee agrees to use only the government-owned equipment (GOE) provided by the agency while teleworking. The employee will be responsible for the high speed (or broadband >200Kbps) internet connection

required to access the CDC network and all costs associated with the connection. Any previously approved reimbursement for internet connection will remain valid until the expiration of the current agreement.

Teleworkers must exercise due care in transporting and storing all non-public information ensuring it is safeguarded. Controlled unclassified information (formerly called sensitive but unclassified [SBU]), including personally identifiable information (PII) and Privacy Act information shall be transported and stored only in encrypted form. Non-public government information shall NOT be stored on personally-owned equipment, devices, or storage media. Additional Information security guidelines may be viewed at: <http://intranet.cdc.gov/ociso/>.

The government may allocate government-owned computers and telecommunications equipment for use in an employee's home or at other alternate work sites, but the government retains ownership of and control of hardware, software, and data. Such equipment, its repair and maintenance are the sole responsibility of the agency. It is the employee's responsibility to follow instructions from the Information Technology Services Office (ITSO) for routine maintenance, updates and patches required for the government-owned equipment.

Prior to removing government property from CDC facilities, written approval from the supervisor and property custodian is required. This is accomplished using the CDC property system personal custody procedures to document government property removed from and returned to CDC facilities. The employee will return all equipment provided by the agency when he/she separates from the agency or participation in telework ceases.

The employer may provide government-issued calling cards or government-owned cellular telephones to teleworking employees to ensure proper customer service. These resources are for official use and are governed by the CDC policy "Use of CDC Information Technology Resources."

The employee will protect the government issued equipment in accordance with applicable procedures and immediately report any damage to or loss of such equipment or information on the equipment to their appropriate management official or property custodial officer. Employees shall not disable or change any of the security or configuration controls on the government-provided equipment or software without authorization from ITSO or the Office of the Chief Information Security Officer (OCISO).

The employer will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the telework site.

The agency will not be liable for damages to an employee's personal or real property during the performance of official duties or while using government equipment in the employee's residence, except to the extent the government is held liable by the Federal Tort Claims Act or Military Personnel and Civilian Employees Claims Act.

## G. Space Sharing

Each CC/CO/NC will exercise workspace sharing techniques to maximize office space utilization. When participating in telework, normally for three or more days a week telecommuting, the employee agrees to utilize structured workspace sharing techniques such as "hot-desking" or "hoteling." Supervisors of employees who share office space should coordinate their telework schedules to assure only one (1) person at a time is scheduled to use the office/cubicle. For more information about space sharing techniques, please see the General Services Administration (GSA)/Office of Personnel Management (OPM) Telework site via [www.telework.gov](http://www.telework.gov).

## H. Training

Telework training must be accomplished before engaging in telework and acquiring telework equipment. Telework training must be successfully completed by both the employee and the immediate supervisor.

- 1) Training must be completed by CDC staff pursuing telework via Office of Workforce and Career Development (OWCD) instructor-led classroom training or online training and receive a certificate indicating successful completion of the course. This applies to staff that were teleworking under the previous “Flexiplace” program, which is no longer valid. All staff considering telework are required to successfully complete telework training in an effort to ensure consistent operations across the agency.
- 2) Employees must submit a copy of the OWCD certificate or GSA/OPM Certificate to their CC/CO/NC Telework Coordinator to place in their file, and send a copy to the TMO for documentation.
- 3) Both teleworking employees and their immediate supervisors are encouraged to complete annual refresher Telework training on the anniversary date of entering into a Telework Agreement. This can be accomplished via the GSA/OPM online component located at [www.telework.gov](http://www.telework.gov).

## I. Group Dismissals

A teleworker may, or may not, be affected by an emergency requiring the official work site to close. For example, on an inclement weather day the agency should not excuse a teleworker unless his/her work cannot be performed because the official work site is closed.

When both the official work site and the telework work site are affected by a widespread emergency, the agency will grant the teleworker excused absence, as appropriate.

When an emergency affects only the telework work site for a major portion of the workday, the supervisor may require the teleworker to report to the official work site, approve leave or leave without pay, or authorize an excused absence.

In the event of an emergency that affects or closes all, or part of an official work site that would impact the teleworkers ability to work, the supervisor will attempt to notify the teleworker via e-mail or phone.

## 4. PROCEDURES

For the purpose of this policy, the following procedures apply.

### A. Requests and concurrence for telework

Employees request telework via completion of the Telework Request Form, Employee Telework Agreement<sup>5</sup>, and Home Safety Checklist. NCHS employees requesting either core or situational telework must also complete the Data Access Information Form [http://inside.nchs.cdc.gov/omo/E\\_Forms/cdc-64-152.pdf](http://inside.nchs.cdc.gov/omo/E_Forms/cdc-64-152.pdf).

Prior to making a determination on a request to telework, the immediate supervisor should utilize the Telework Determination for Civil Service Positions form and should discuss the arrangement with the employee. For example, the nature of the work, anticipated product(s), applicable confidentiality/security issues, CC/CO/NC space sharing practices, facilities, and equipment at the official work site and telework work site to assure both parties understand their responsibilities. This is documented in the Employee Agreement. It is highly encouraged to schedule this meeting for at least thirty (30) minutes to properly communicate and document expectations of

both the employee and their immediate supervisor. Needs of the organization may necessitate changes to the agreement regarding office space issues, office coverage, etc.

- The official at each approval level will indicate his/her concurrence on the request and forward the request immediately to the next approval level. The participant must be notified of a final decision at least two days prior to the starting date of the arrangement. If a request is denied, the reason(s) for such a determination must be written on the request before returning it to the employee. The official making such determination will immediately notify the requesting employee of the denial. Disputes may arise over the eligibility for and/or approval of participation in the telework program. The employee and supervisor should attempt to resolve the dispute informally prior to pursuing resolution through formal alternative dispute resolution procedures or the filing of a grievance.

## B. Types of arrangements and approvals

The following guide reflects the approval levels in accordance with the existing delegation of authority for telecommuting:

- Arrangement to telework for one (1) pay period or less requires immediate supervisor approval. Timeframe for response to request: 2 work days.

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<sup>5</sup> Requests to telework for more than two weeks require completion of the Employee Telework Agreement

- Arrangement of greater than one (1) pay period, but not to exceed three (3) months, requires immediate supervisor and second level supervisor (or designee) approval. Timeframe for response to request: 5 work days.
- Arrangement of greater than three (3) months, but not to exceed one (1) year and extensions to telework for one (1) year consecutively requires approval of the immediate supervisor, the second level supervisor, and the Division/Office Director (or designee). When approval elevates the telework request above the Division/Office Director, final approval should be obtained within the CC/CO/NC level. Timeframe for response to request: 10 work days.
- Arrangement of an employee to telework on an emergency basis in the event the official work site is closed or during a COOP event may be requested by the immediate supervisor. However, COOP designated employees have priority for IT equipment and work assignments.
- Originals of all approved and denied requests will be forwarded to the TMO by the CC/CO/NC Telework Coordinator. The CC/CO/NC Telework Coordinator will also retain a copy and will provide a copy to the employee.

## C. Terminations/Cancellations /Modifications

The employee may terminate his/her telework agreement with at least a two (2) week notice and with management's concurrence since such concerns as space utilization may impact the decision. Agreements may need to be modified during the agreement period due to work environment changes at the official work site. The telework arrangement may be terminated by management with a minimum of two (2) weeks advance written notification of the teleworking relationship, except in emergency situations, misconduct or other such circumstances. Reasons for termination of an arrangement may be a decline in performance or productivity, or if the arrangement no longer benefits the organization's needs based upon the supervisor's observation and judgment. Mission areas/agencies/staff offices may establish specific termination provisions, as they deem

necessary, for their operations.

The employer may terminate the employee's participation in the telework program for cause such as:

- Failure to continue to meet the eligibility criteria;
- Performance related issues;
- Failure to adhere to the provisions of the agreement;
- Organizational exigencies that impact on the mission of the employer, and require the employee to perform work at the official work site;
- Misconduct in connection with the employees obligations under the telework program.

If an approved telework arrangement is rescheduled, canceled or terminated at the decision of the employer, the employer will provide the employee advance written notice including reasons for such action, with a copy provided to the TMO and the CC/CO/NC Telework Coordinator. To protect the employees' entitlement to coverage under the Federal Employees Compensation Act, documentation of such changes will be maintained by the employee.

## 5. RESPONSIBILITIES

For the purpose of this policy, the following responsibilities apply.

### A. CDC Telework Management Officer

- Serves as the agency representative for the nationwide telework program
- Develops and maintains agency intranet site dedicated to telework with focus on telework promotion and incentive programs
- Develops and implements agency-wide hot-desking and hoteling programs as a space utilization strategy for CDC facilities
- Develops and administers a telework performance reporting system
- Provide training to CC/CO/NC Telework Coordinators on Telework Policy
- Provide written notification to employees of eligibility for telework
- Prepare annual reports to the Director, CDC
- Prepares briefings and policy papers for the CDC Management Council, Executive Leadership Board, Labor Management Cooperation Council, CC/CO/NC's and other outside entities
- In collaboration with AHRC, represents the agency in labor union discussions and collective bargaining negotiations

- Tracks costs associated with equipment, reduction in leased space; prepare annual reports on agency cost savings as a result of telework
- Collaborates with local partners on “green” and environmental initiatives
- Researches issues and questions, and provides technical advice on telework policies, procedures and pertinent regulations
- Reviews employee participation for compliance with legal, regulatory, and any collective bargaining agreement requirements. Arranges, as appropriate, employee use of GSA telework centers
- Ensures that employee-agency agreements and agency-GSA agreements related to telework centers are consistent with pertinent laws, regulations and policies concerning participant eligibility, hours of work, pay and leave
- Provides assistance to supervisors and others as necessary
- Maintains a file of all official telework documents
- Reviews all Telework Requests for Policy compliance
- Consolidates data for reports to HHS, other federal agencies, or the CDC/ATSDR Labor Management Cooperation Council

#### B. CC/CO/NC Telework Coordinators

- Assist employees with procedures, forms and approvals required to request telework
- Review telework requests to ensure all requested information is provided
- Forward all telework requests, both approved and denied, to the TMO
- Coordinates telework activities during an emergency or COOP event
- Maintain copies of approved telework requests for CC/CO/NC
- Provide day-to-day responsibility for the telework program for the CC/CO/NC
- Ensure agreements are submitted in a timely manner
- Review quarterly telework participation reports provided by TMO
- Request renewals packages from current telework employees

#### C. Office of Security and Emergency Preparedness

- Update CDC COOP Plan on a regular basis
- Conduct regular COOP training and exercises for COOP Teams

- Upon direction of CDC Director, implement COOP Plan

#### D. CC/CO, NC or OD staff or staff service office

- Determine which employees would be required to support primary center information technology responsibilities
- Determine employee involvement in CC/CO/NC and CDC essential functions and ensure they have necessary equipment such as keyfobs and equipment for CDC IT on the Go (CITGO) access

#### E. Employee

- Follow policies related to telework
- Agrees to participate in CDC facility space sharing, as required
- As required, be available to work following the implementation of CDC's COOP Plan
- Maintain current personal and emergency contact information in CDC Neighborhood
- Submit annual renewals to continue telework arrangement
- Agree to participate and complete surveys or evaluations related to teleworking. This effort is designed to collect critical data as required to report the progress of, and/or needed changes to the Telework Program

## 6. ABBREVIATIONS, ACRONYMS AND DEFINITIONS

A. For the purpose of this policy, the following abbreviations and acronyms apply.

- 1) AHRC – Atlanta Human Resources Center
- 2) AREF – Atlanta Research and Education Foundation
- 3) CC/CO – coordinating center/coordinating office
- 4) CITGO – CDC IT on the Go
- 5) CMO – Chief Management Officer
- 6) COGH – Coordinating Office of Global Health
- 7) COOP – continuity of operations plan
- 8) COTA – Career Opportunities Training Agreement
- 9) FLSA – Fair Labor Standards Act
- 10) GOE – government owned equipment
- 11) GSA – General Services Administration
- 12) ITSO – Information Technology Services Office
- 13) NC – national center
- 14) OCISO – Office of the Chief Information Security Officer
- 15) OPM – Office of Personnel Management
- 16) ORISE – Oak Ridge Institute for Science and Education
- 17) OWCD – Office of Workforce and Career Development
- 18) PII – personally identifiable information
- 19) PIP – performance improvement plan 14

- 20) PL – Public Law
- 21) SBU – sensitive but unclassified
- 22) TMO – Telework Management Officer
- 23) USC – United States Code

B. For the purpose of this policy, the following definitions apply.

- 1) CITGO – CDC software access for teleworkers and others needing connection to the CDC IT system, located at <http://citgo.cdc.gov>.
- 2) Core Telework - Work at an alternate worksite that occurs on a routine, regular, and recurring basis away from an employee's principal place of duty (e.g., at home, at a telework center, at an alternate location) one or more days per week.
- 3) Extended Telework – Work at an alternate worksite that occurs on a routine, regular and recurring basis away from an employee's principal place of duty of three (3) days or more per week.
- 4) Hot-desking – Also known as free address or touchdown workstations, usually involves employees who work in one or more places and claim a desk in the office on a first-come, first-served basis.
- 5) Hoteling – Hoteling requires employees to make a reservation in advance for the day they will need a desk in the office.
- 6) Keyfob – Device that creates random and regularly updating digitally generated numerical passwords for access to CITGO.
- 7) Situational Telework - Approved work that occurs on an occasional, situational, or non-routine basis at an alternate work site. Work may occur less than one day per week; a few hours per week; or one or more days per week on an irregular basis. Also, occasional and non-routine, to include periods of facility closures. The NC CMO or CDC CMO has authority to determine who must work under facility closures circumstances.
- 8) Space Sharing - An office usage maximization practice whereby employees who share office space should coordinate their telework schedules to assure only one (1) person at a time is scheduled to use the office/cubicle.
- 9) Temporary Telework - Temporary telecommuting agreements are normally approved to meet specific employee or organizational needs, i.e., to accommodate an employee recovering from an injury/illness (if medically able to work), to meet special project demands, etc. Work is approved for a limited period of time that is less than one year in length.

## 7. REFERENCES

- A. Guidelines for Pilot Flexible Workplace Arrangements, PCMI, July 1990
- B. The Federal Flexible Workplace Pilot Project Work-at-Home Component. Final Report, U.S. Office of Personnel Management, January 1993
- C. PHS Circular 600-1, PHS Flexible Workplace Arrangements Program, April 1995
- D. OPM Memorandum 1651, Establishing Telecommuting Policies, February 9, 2001
- E. OPM Memorandum, Establishing Telecommuting Policies, January 29, 2001

- F. DOT and Related Agencies Appropriations Act FY 2001, Pub. L. No. 106-346, 359 Stat 1356 A-33
- G. Office of Government Ethics Amendments Act 1992, Pub. L. 102-506
- H. Interagency Telecommuting Site: <http://www.telework.gov/>
- I. Federal Manager's/Decision Maker's Emergency Guide. U.S. Office of Personnel Management, August 2005.
- J. Federal Preparedness Circular 65, Federal Executive Branch Continuity of Operations (COOP), Federal Emergency Management Agency, June 15, 2004.
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- M. Alternative Work Schedules. CDC, October 2002.
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- R. CDC Continuity of Operations Teams, last updated April 2006.
- S. CDC Human Capital Plan. Last updated April 2006.
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- U. Employee Accountability During a Pandemic Influenza or Other Public Health Emergency Event. CDC, September 2007.

## APPENDIX 3

CATEGORY: Human Resources

CDC-HR-2002-11

DATE OF ISSUE: 10/10/97, updated 10/28/02, updated 9/23/2008<sup>1</sup>

Proponents: Atlanta Human Resources Center, Department of Health and Human Services (DHHS)

MATERIAL SUPERSEDED: None

### ALTERNATIVE WORK SCHEDULES

Sections:	1. PURPOSE AND SCOPE
	2. BACKGROUND
	3. POLICY
	4. RESPONSIBILITIES
	5. REFERENCES
	6. ACRONYMS
	7. DEFINITIONS

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#### 1. PURPOSE AND SCOPE

This policy establishes policies and procedures for the CDC<sup>2</sup> Alternative Work Schedules (AWS) program established in cooperation with the Labor Management Cooperation Council (LMCC).

#### 2. BACKGROUND

The Federal Employees Flexible and Compressed Work Schedules Act of 1978 (P.L.95-390) authorized AWS as an experimental program in 1978. In 1985, legislation providing permanent authorization for agencies to use AWS was enacted (P.L.99-196). The act authorizes Federal agencies to allow employees the flexibility to vary their daily arrival and departure times and, under some options, to vary the length of their workday or workweek.

Supervisors are encouraged to provide maximum flexibility for their employees. However, because of specific job requirements in the coordinating center/coordinating office/national center (CC/CO/NC)<sup>3</sup> of CDC, the same degree of personal choice may not be possible for all employees. Supervisors have the authority and responsibility to require work hour adjustments to meet special work situations and the responsibility to account for the overall performance of the organization.

Employee participation in AWS is subject to management approval. In addition, supervisors may require an employee's presence during specific hours for a certain period or a particular meeting. Management may at any time alter a previously approved schedule to accommodate the requirement for meetings, travel, training, conferences, and other essential work-related activities.

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<sup>1</sup> Updated to reflect changes in policy format.

<sup>2</sup> References to CDC also apply to the Agency for Toxic Substances and Disease Registry (ATSDR)

<sup>3</sup> For ease of reference within policy documents, "center" will refer collectively to CDC's national centers, institute, and the Agency for Toxic Substances and Disease Registry (an independent Health and Human Services agency that is led by the CDC director and for which CDC provides administrative services).

The LMCC supports the concept of AWS which includes the use of all the approved options listed in Section B below. The needs of the employees must be balanced with the ability of CDC to accomplish its mission. Supervisors are expected to work with employees to allow maximum flexibility utilizing AWS, while at the same time ensuring the mission is accomplished. The LMCC encourages managers and supervisors to utilize a team-based approach in establishing AWS.

In circumstances where additional flexibility is required CDC's Alternative Work Schedules Maxiflex Program policy should be consulted (see reference D).

### 3. POLICY

CDC supports and promotes Alternative Work Schedules that enhance the agency's capacity to respond appropriately, effectively, and timely to daily work requirements as well as to continuity of operations in times of emergency and crisis.

CDC management staff and eligible employees will adhere to the established procedures for requesting and approving AWS in a way that accounts for overall performance of the agency and the accomplishment of its mission.

CDC's AWS takes into account the schedules of Federal agencies, State agencies, field offices and assures that there is adequate coverage during official operational hours and in times of emergency situations.

Proper record maintenance, certification and timekeeping procedures and processes must be clearly delineated and adhered to.

Procedures for emergency situations and communication plans must be clearly delineated.

#### A. Program Structure/Elements

1) Flexible Schedules: The basic work requirement for a full-time employee will consist of 8 hours in a day, 40 hours in a week, and 80 hours in a biweekly period. For part-time employees, the employee and the supervisor determine the number of hours to be worked during in a given period.

2) Compressed Schedules: A full-time employee must work 80 hours in a biweekly period but may be scheduled to work fewer than 10 workdays. A part-time employee may be scheduled to work fewer than 80 hours in a biweekly period in fewer than 10 workdays.

3) In (1) and (2) above, the biweekly period must coincide with the civil service pay period.

#### 4) Overtime, Holiday, and Compensatory Time

Overtime must be requested and authorized by supervisors in advance; if an employee is required by management to work hours which are in excess of the basic work requirement, such hours are not credit hours. These hours must be compensated as either compensatory time or overtime in accordance with the premium pay provisions of Title 5 and Title 38 of the United States Code and the overtime provisions of the Fair Labor Standards Act.

#### 5) Lunch Periods

The official lunch period is 30 minutes and should begin no earlier than 11:00 a.m. and conclude no later than 1:00 p.m. Employees cannot skip lunch time in order to leave work before the end of the scheduled tour.

#### 6) Work Schedule Designations

All work schedules must be approved/disapproved by the immediate supervisor and reviewed by the next or higher level supervisor as determined to be appropriate by the CC/CO/NC director or his/her designee. All schedule preferences must be recorded on Form CDC 0.841A, Work Schedule Designation. The completed form must be retained by the immediate supervisor for one year from the date the schedule is terminated or the request is disapproved.

#### 7) Time Accounting

Employees will report their time and attendance in accordance with the requirements of CDC-HR-2002-09, Recording and Reporting of Time and Attendance. Falsification of time records by an employee may result in disciplinary action, including removal from federal service.

#### 8) Training

Employees attending conferences or training courses will be guided by the schedules for conferences or training courses and alter their AWS accordingly. This normally will involve reverting to the 8:00 a.m. to 4:30 p.m. workday. Training courses or conferences will not alter the requirement for all employees to account for their approved work schedule.

### B. Alternative Work Schedule Options

#### 1) Authorized flexible schedules

##### a) Flexitour

This schedule allows an employee to select arrival and departure times within a flexible time band; however, once selected, the hours become the employee's regular work schedule.<sup>4</sup> The basic work requirement is the traditional 8 hours a day, 40 hours a week, and 80 hours in a biweekly pay period.

##### b) Flexitime

This schedule allows employees to vary their daily arrival and departure times within the established flexible band. The basic work requirement is the same as under Flexitour.

##### c) Types of Hours

The following core, flexible and credit hours will be observed in the establishment of flexible work schedules.

1. Core Hours are those hours when all full-time employees on flexible schedules must be on duty during their scheduled workdays or in an appropriate leave status (including credit hour time off). The CDC core hours are 9:00 a.m. to 11:00 a.m. (morning core band) and 1:00 p.m. to 3:30 p.m. (afternoon core band), Monday through Friday.<sup>5</sup>

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<sup>4</sup> Employees may select an 8:00 a.m. to 4:30 p.m. tour of duty as a flexitour schedule to benefit from the credit hours provisions under Section 3, Credit hours.

<sup>5</sup> Except at NCHS, where the morning core band is 9:30 a.m. to 11:30 a.m.; NIOSH-Spokane, where the afternoon core band is 1:00 p.m. to 2:30 p.m.; and at the Pittsburgh field site, where the afternoon core band is 1:00 p.m. to 3:00 p.m.

Meetings are to be scheduled during core hours unless it is not feasible to do so. Also, with prior approval, lunch breaks may be used during core hours. Part-time employees continue to work originally appointed hours unless the employee and supervisor agree on changes.

2. Flexible hours are those hours of the workday within which the employee has the option to select and/or vary the arrival and departure times. The CDC flexible hours are 12:30 a.m. to 9:00 a.m. (Morning flex), 11:00 a.m. to 1:00 p.m. (Midday flex), and 3:30 p.m. to 11:30 p.m. (Evening flex band), Sunday through Saturday.<sup>6</sup> For employees on a flexitime schedule, the midday flex band allow employees to extend their lunch periods up to an additional 1 1/2 hours and add the extra time at the end of the day. For example, an employee can begin work at 6:00 a.m., take an 1 1/2 hour lunch (or personal) break and end work at 3:30 p.m. Employees working a flexitour or compressed schedule do not have this discretion since these are fixed schedules.

3. Credit hours are those hours which are in excess of an employee's basic work requirement and which the employee may be allowed to work so as to vary the length of a succeeding workday or workweek. Credit hours may be worked only by employees covered by an authorized flexible schedule. The earning and use of credit hours must be approved in advance by the employee's supervisor. Employees may work up to 4 credit hours on a particular workday or 8 credit hours during a nonworkday. Employees must be on an approved Flexiplace Agreement before working credit time at home. Full-time employees may accumulate more than 24 hours during a particular pay period but may not carry over more than 24 hours from one pay period to the next. Part-time employees may accumulate more than 25 percent of their biweekly work hours. However, the maximum carryover for part-time employees is not to exceed 25 percent of their biweekly work hours. Credit hours may be earned and used in increments of 1/4 hour.

Employees working under a compressed work schedule cannot earn credit hours. Commissioned officers and Senior Executive Service (SES) members may not earn credit hours.

An employee in travel status may earn credit hours at a temporary duty location if the employee continues to work on a flexible schedule.<sup>7</sup> 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). However, an employee may not earn credit hours for actual travel time because travel in connection with Government work is not voluntary in nature. Under certain conditions, time spent in a travel status may be compensable as overtime hours.<sup>8</sup>

[http://www.opm.gov/oca/worksch/HTML/Cred\\_hrs.htm#travel](http://www.opm.gov/oca/worksch/HTML/Cred_hrs.htm#travel)

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<sup>6</sup> Except at NCHS, where the morning flex hours are 6:00 a.m. to 9:30 a.m. and the midday flex hours are 11:30 a.m. to 1:00 p.m.; NIOSH-Spokane, where the evening flex hours are 2:30 p.m. to 7:00 p.m. NOTE: If any element of this revised policy conflicts with an existing Collective Bargaining Agreement (CBA), bargaining unit employees must adhere to the CBA until it is changed.

<sup>7</sup> Except where the employee reverts to a traditional fixed schedule while attending a conference/training (see Section 3, paragraph A 8).

<sup>8</sup> Employee may be entitled to overtime compensation (i.e., paid or compensatory time) under either 5 USC 5542 or the Fair Labor Standards Act (FLSA) for time spent in a travel status outside of his/her regularly scheduled hours. If an employee is not covered by FLSA ("FLSA exempt"), the travel must meet one of the four conditions

specified in 5 USC 5542(b) (2) (B). For "FLSA nonexempt" employees, the requirements of FLSA must be met (see 5 CFR 551.422).

## 2) Authorized compressed schedules

### a) 4-Day Workweek

This "4/10" schedule allows employees to work 10 hours a day, 40 hours a week, with 1 nonworkday each week of the pay period. Employees preselect fixed arrival and departure times and two fixed nonworkdays. Starting times may be scheduled between 6:00 a.m. and 8:30 a.m.

### b) "5-4/9" Plan

This schedule allows employees to complete the pay period in eight 9-hour days and one 8-hour day with 1 nonworkday each pay period. Employees preselect fixed arrival and departure times and a fixed nonworkday. Starting times may be scheduled between 6:00 a.m. and 9:00 a.m.

## 3) Restrictions

a) Employees must work or account for their basic work hour requirement by sick or annual leave, compensatory time off, leave without pay, credit hours, or excused absence.

b) Employees wishing to terminate their flexible or compressed schedule may do so at the end of the current pay period. The schedule to which the employee will return will be approved by the supervisor.

c) Employee requests to change to a different work schedule will be considered each calendar quarter. Such requests must be submitted at least two full pay periods before the start of the quarter and, if approved, will be effective at the beginning of the first pay period after January 1, April 1, July 1, or October 1 of each year.

d) Debit hours (i.e., taking time off from the basic work requirement in advance of accruing the requisite number of credit hours) are not permissible.

e) While supervisors are expected to make every effort to schedule meetings and other special activities during core times, there may be times when a supervisor will ask an employee to arrange his/her schedule to meet program needs. When possible, the employee will be given advance notice of the special need. If a supervisor determines that the work schedules within an organization are adversely affecting the ability of a group or unit within the organization to accomplish the work efficiently and/or provide service to the public and/or the schedule increases significantly the cost of the operations, the supervisor may adjust employees' choices of arrival and departure times, adjust the use of credit hours, or explore other options, including discussions with the work group, prior to terminating an individual from participating in AWS.

## 4. RESPONSIBILITIES

### A. Atlanta Human Resources Center (AHRC)

AHRC staff maintains up to date information about policies, rules and regulations related to work schedules. AHRC provides information to CDC staff, management and supervisors about changes that impact employees and the agency as a whole. AHRC provides guidance on how to best comply with policies, rules and regulations related to work schedules at CDC.

## B. Supervisor

1) Supervisors approve or disapprove a flexible or compressed work schedule within an organizational component only after a consultation with the immediate work group. A proposed schedule should be disapproved only if it would have an adverse impact on the mission (e.g., a reduction in productivity, a diminution in the level of service to our customers, or a documentable increase in the cost of operations).

2) Supervisors plan and organize assignments to provide work and measurement of accomplishment during the employee's hours. Although AWS provides greater freedom for all employees to choose their working hours, it must be remembered that field offices, state agencies, other federal agencies, etc., may be on different schedules. For this reason, it is imperative that adequate coverage be provided during official operational hours. This will be the responsibility of the supervisor to manage within his/her staff. In addition, there will be no routine overtime or compensatory time granted in order to provide adequate supervision or telephone coverage; needs should be anticipated and schedules made accordingly. Supervisors must assume responsibility for proper record maintenance, certification, and reporting of information to timekeepers. Supervisors should also ensure that each employee knows who to contact in the event of an emergency.

## C. Employee

AWS gives each employee a measure of personal control over the work environment which previously had not been possible. This new freedom is accompanied by an equal degree of responsibility. Each employee is expected to be present during the core period on scheduled workdays and to fulfill the commitment to account for a full 80-hour biweekly period for full-time employees or a prearranged schedule for part-time employees. Each employee is expected to cooperate with coworkers and supervisors to ensure effective use of AWS.

## 5. REFERENCES

- A. 5 U.S.C. Chapter 61, Subchapter II: Flexible and Compressed Work Schedules
- B. 5 C.F.R. Part 610, Subpart D: Flexible and Compressed Work Schedules
- C. CDC-HR-2002-09, Recording and Reporting of Time and Attendance.
- D. CDC-HR-2003-02, Alternative Work Schedules Maxiflex Program.
- E. U.S. Office of Personnel Management (OPM) Handbook on Alternative Work Schedules, (December 1996), on OPM's internet website at <http://www.opm.gov/oca/AWS/INDEX.asp>

## 6. ABBREVIATIONS AND ACRONYMS

For the purpose of this policy, the following abbreviations and acronyms apply:

- A. AWS – Alternative Work Schedule
- B. AHRC – Atlanta Human Resource Center
- C. CC/CO/N – Coordinating Center/Coordinating Office/National Center of CDC
- D. LMCC – Labor Management Cooperation Council

## 7. DEFINITIONS

For the purpose of this policy, the following definitions apply:

A. Alternative Work Schedule encompasses two work-schedule variations--the flexible schedule and the compressed schedule.

B. Compressed schedules are fixed schedules in which employees can complete the 40-hour workweek in fewer than 5 days or the 80-hour biweekly pay period in fewer than 10 days.

C. Core Hours are those hours when all full-time employees on flexible schedules must be on duty during their scheduled workdays or in an appropriate leave status (including credit hour time off).

D. Credit hours may be worked only by employees covered by an authorized flexible schedule.

E. Flexible hours are those hours of the workday within which the employee has the option to select and/or vary the arrival and departure times.

F. Flexible schedule can split the workday into two distinct kinds of time--core hours and flexible hours or bands. Under most flexible schedule arrangements, all employees must be at work during core hours, but they may establish their arrival and departure times during the flexible bands.

### G. Flexitime

This schedule allows employees to vary their daily arrival and departure times within the established flexible band. The basic work requirement is the same as under Flexitour.

### H. Flexitour

This schedule allows an employee to select arrival and departure times within a flexible time band; however, once selected, the hours become the employee's regular work schedule.

I. Maxiflex Program allows employees to vary the number of hours worked each day and the number of days each week as long as the basic work requirement is met.

## APPENDIX 4

### HHS CAREERS AUTOMATED MERIT PROMOTION PROCEDURES

#### I Introduction

HHS Careers is the automated staffing procedure that has been procured by the Department of Health and Human Services to support Merit Promotion and Delegated Examining throughout the agency. The HHS Careers automated staffing procedure is faster and more efficient than manual merit staffing, it is available on-line 24/7, and employees may sign up for e-mail notification regarding future vacancies.

The HHS Careers (QuickHire) automated staffing process operates systematically, in accordance with Federal merit system principles, to accept, rate and refer candidates for competitive selection consideration. As an on-line, automated process, HHS Careers operates in a manner that is distinct from the manual merit staffing procedure. The following five sections outline the QuickHire procedures for announcements, interviewing, and selection processes that are authorized as an exception to the manual procedures reflected in the CDC Merit Promotion Plan (MPP), and supersede all local Collective Bargaining Agreements and Memoranda of Understandings.

#### II Announcement of Vacancies

- A. All vacancies covered by the CDC MPP will be posted on-line at the HHS Careers website. Vacancies open to candidates not currently CDC employees will also be listed on the USAJOBS website.
- B. Vacancies may open on any day during the week.
- C. Vacancies will be open for a minimum of 5 calendar days; except for merit promotion bargaining unit announcements will be open for a minimum of 7 calendar days.
- D. Vacancy announcements use job related questions rather than knowledge, skill and ability (KSA) statements to identify basic qualification requirements and job specific competencies.
- E. Vacancy announcements include any special position requirements, such as: required immunizations, drug testing, extensive travel, high-level security clearance, financial disclosure, etc.

#### III Method of Applying

- A. Candidates are required to apply on-line during the open period. Candidates who are unable to apply on-line due to disability (e.g., inability to use a computer) or extreme hardship (e.g., remote location where internet access is unavailable) may submit hardcopy applications. In such rare instances, individuals should contact the Atlanta Human Resources Center (770/488-1725) or email the HR Customer Service Center at HRCS@CDC.GOV at least 24 hours prior to the vacancy announcement closing date, and request the hardcopy application form. These applications must be signed and returned to the AHRC by the closing date of the vacancy announcement.
- B. Candidates apply for vacancies in HHS Careers by responding to: (1) general “core” questions that address their competitive status and eligibility and (2) position-specific questions that address the competencies required for the vacancy(ies) being filled. In addition, candidates are required to submit an on-line resume as part of their application.
- C. In order to receive consideration, all required supporting materials must be submitted as required by the vacancy announcement.

#### IV Evaluation of Candidates

- A. Candidate eligibility is based on the on-line application and any required supplemental information (as specified in the vacancy announcement).
- B. Candidates are evaluated based on their responses to position-specific questions and the information contained in their on-line resume. Questions may be presented in a range of formats, for example:
  - yes/no,
  - choose all that apply,
  - which response best describes your experience, etc.,In addition, candidates may be asked for narrative input to provide specific competency information, i.e., “Please describe your experience in\_\_\_\_\_.” Narrative responses provide HR specialists, subject matter experts, and selecting officials with specific additional information to further evaluate and substantiate applicant competencies.
- C. Candidates are automatically assigned a tentative rating by the HHS Careers system immediately after midnight Eastern Standard Time (EST) on the closing date of the vacancy announcement. Responses provided by the applicants to core and position-specific questions are used to generate a numerical rating for each applicant. This automatic rating process is based on the identification and weighting of responses to the questions as pre-determined by the hiring official in consultation with an HR Specialist.
- D. After this tentative rating is generated, a “quality review” is conducted by an HR specialist before individuals’ ratings are finalized. The HR specialist validates basic qualification and eligibility determinations and self-ratings based on the information provided (e.g., resume, narrative responses and supplemental information – as identified in the vacancy announcement). The HR specialist may consult with subject matter experts (SMEs) to resolve highly complex, technical, and/or scientific issues. After the HR specialist’s quality review is completed, the ratings are finalized and the “best qualified” candidates are certified to the selecting official.
- E. Selecting officials are provided selection certificates and applicant records -- electronically (via on-line link).
- F. Interviews for all non-bargaining positions may be conducted at the discretion of the selecting official. For bargaining unit positions, the selecting official must interview all CDC and ATSDR employees certified as best qualified.
- G. Note: ICTAP/CTAP candidates who meet all qualification requirements and receive a numerical rating of at least 85 in the HHS Careers rating system will be considered “well qualified” for purposes of the Interagency Career Transition Assistance Program (ICTAP) and the Career Transition Assistance Program (CTAP).

#### V Feedback to Candidates

- A. Applicants receive immediate on-line feedback when they apply indicating that their application was received in HHS Careers.
- B. At the time of application, or subsequently, applicants may request that a copy of their application (including resume and question responses) be provided via e-mail from HHS Careers.
- C. By logging on to the HHS Careers system, applicants can review their on-line application and check to determine their status in relation to a specific vacancy.
- D. Applicants who are selected will receive a specific written notification.
- E. Applicants who establish a HHS Careers account can sign-up for automatic e-mail notification of future HHS vacancies.

#### VIMaintenance of Records

- A. Vacancy announcements, rating criteria (including core and position-specific questions/responses), applicant ratings, and selection decisions are maintained electronically to permit the reconstruction of the competitive procedure.
- B. Selection certificates and selection decision documentation are maintained in “hard copy” as required.

APPENDIX 5

ACRONYMS

ADR	Alternative Dispute Resolution
AFGE	American Federation of Government Employees
AHRC	Atlanta Human Resources Center
ALOSH	Appalachian Laboratory for Occupational Safety and Health
AWRA	ALOSH Welfare and Recreation Association
AWS	Alternative Work Schedules
CBO	Collective Bargaining Official
CC/CO/N	Coordinating Center/ Coordinating Office / National Center of CDC
CDC	Centers for Disease Control and Prevention
CIO	Center/Institute/Organization
COTA	Career Opportunity Training Agreement
CSRA	Civil Service Reform Act
DHHS	Department of Health and Human Services
EAP	Employee Assistance Program
FLRA	Federal Labor Relations Authority
FMCS	Federal Mediation Conciliation Service
GSA	General Services Administration
IPA	Interagency Placement Agreement
LMCC	Labor Management Cooperation Council
LMRC	Labor-Management Relations Committee
MOU	Memoranda of Understanding
MPC	Morgantown Partnership Council
MSDS	Material Safety Data Sheets
NIOSH	National Institute for Occupational Safety and Health
OPM	Office of Personnel Management
OTS	On-The-Spot Award
PCMI	President's Council on Management Improvement
PIP	Performance Improvement Plan
PMAP	Performance Management Appraisal Program
QSI	Quality Step Increase
RIF	Reduction in Force
SA	Special Act or Service Award
TOA	Time-Off Award
TOF	Transfer of Function
USC	United States Code