

# **COLLECTIVE BARGAINING AGREEMENT**

Between

**NATIONAL CENTER FOR HEALTH  
STATISTICS,  
CENTERS FOR DISEASE CONTROL AND  
PREVENTION,  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES**

in

**RESEARCH TRIANGLE PARK, N.C.**

and

**LOCAL 2923,  
AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES,  
AFL-CIO**

The effective date of this Agreement is  
October 4, 2013

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## **PREAMBLE and PURPOSE**

### **Section 1**

#### ***Preamble***

The Parties to this Agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the mission of the Centers for Disease Control and Prevention located at Research Triangle Park, North Carolina and that their mutual interests will be furthered by the maintenance of Union–Management cooperation pursuant to 5 United States Code (USC), Chapter 71. It is recognized that the participation of employees in the formulation and implementation of personnel policies and procedures which so vitally affect them will contribute substantially to the improvement and efficient administration of the public service. Accordingly, and as contemplated under the 5 USC 71, this Agreement and such amendments as may be agreed upon hereunder from time to time will constitute the Labor–Management Agreement between the Parties. The sectional headings in this agreement have been provided for reference only and are not intended to include or exclude any provisions of the agreement.

### **Section 2**

#### ***Purpose***

The Employer and the Union desire to enter into a Labor–Management Agreement that will include among its purposes the following:

1. To promote the well-being of employees and the efficiency of the Employer’s operations;
2. To promote fair and mutually agreeable working conditions within appropriate laws, rules, and regulations;
3. To promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives;
4. To promote the highest degree of morale and responsibility in the unit;
5. To adjust promptly all differences arising between them related to matters covered by this Labor–Management Agreement;
6. To promote systematic cooperation between the Employer and the employees;  
and
7. To provide a safe, green, and healthy work environment.

## ARTICLE I

### PARTIES TO THE AGREEMENT AND DEFINITION OF UNIT

#### **Section 1**

##### ***Parties to the Agreement***

Local 2923 was certified as the exclusive representative of the employees in the unit defined by the Chicago Regional Director, FLRA, on July 11, 2008, Case No. WA-RP-07-0055, as the National Center for Health Statistics, including the employees of the Agency's Information Technology Service Office, Centers for Disease Control and Prevention, Department of Health and Human Services, Research Triangle Park, North Carolina (hereinafter referred to as the Employer) and Local 2923, American Federation of Government Employees, AFL-CIO (hereinafter referred to as the Union).

#### **Section 2**

##### ***Definition of Unit***

The unit to which this Agreement applies, as defined in the Amendment of Certification of Representative,

- Includes: All employees of the National Center for Health Statistics, including employees of the Information Technology Services Office (ITSO), Centers for Disease Control and Prevention, Department of Health and Human Services, Research Triangle Park, North Carolina.
- Excludes: Management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## ARTICLE II

### DURATION OF AGREEMENT

#### **Section 1**

##### ***Duration in Effect***

This Agreement will remain in full force and effect for three (3) years from the date of approval by the Department/Agency.

#### **Section 2**

##### ***Written Notice***

Either Party may give written notice to the other not more than 105 or less than 60 days prior to the expiration date, and each subsequent expiration date, for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect during the renegotiation of the said Agreement and until such time as a new Agreement is approved.

#### **Section 3**

##### ***Renegotiate or Renewal***

If neither Party serves notice to renegotiate this Agreement after the three (3)-year duration, the Agreement shall be automatically renewed for one (1)-year periods, subject to the other provisions of this Article.

When amendments to the Agreement are required by changes in law, regulations, or the decisions of appropriate labor relations authorities, the Parties shall meet within thirty (30) days to begin negotiations to bring the Agreement into conformity with those requirements.

#### **Section 4**

##### ***Mutual Consent to Negotiate***

Either Party may notify the other at any time during the life of the Agreement of its desire to negotiate changes in the terms of the Agreement, except that such negotiations shall be conducted only by mutual consent of the Parties. All such requests shall be in writing and shall specify the items proposed for consideration and the language of the proposed changes. Subject to the requirement of mutual consent, conferences between the Parties shall begin as promptly as practicable and not later than thirty (30) calendar days from the date of receipt of the proposals.

## ARTICLE III

### LABOR–MANAGEMENT COOPERATION

#### **Section 1**

##### ***Future Law and Regulations***

In the administration of all matters covered by the agreement, the Parties and employees are governed by existing and future laws and regulations of appropriate authorities, including policies set forth in 5 USC 71; by published Agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher Agency level. This shall also apply to all supplemental, implementing, subsidiary, or informal agreements between the Parties.

#### **Section 2**

##### ***Changes in Future Laws and Regulations***

It is recognized that during the life of this Agreement, changes in law, regulations of appropriate authority, or decisions of appropriate authority may necessitate changes in personnel policies, practices, or other matters affecting working conditions. If the changes leave the Employer no discretion in the matter, the Union will be informed of the change. When the law or regulations leave administrative discretion to the Employer in the implementation of the required changes, the Union will be given the opportunity to meet and confer over such implementation.

When amendments to the Agreement are required by changes in law, regulations, or the decisions of appropriate labor relations authorities, the Parties shall meet within thirty (30) days to begin negotiations on the impact and implementation to bring the Agreement into conformity with those requirements.

#### **Section 3**

##### ***Union Negotiations***

The Union shall be given an opportunity as far in advance as possible, and not less than thirty (30) days, when feasible, to negotiate prior to establishing or changing personnel policies and practices and matters affecting working conditions during the term of this Agreement. This also includes the opportunity to negotiate the impact and implementation of the long- and short-term anticipated effects of the realignments of work forces or technological changes. The Employer shall provide a copy of all known details of the contemplated action within ten (10) work days, if applicable.

**Section 4**  
***Local Cooperation Council***

The Employer and the Union agree to establish a Local Cooperation Council.

- A. The council will meet, at a minimum, once each quarter at a convenient location agreed upon by the Parties. Agenda items will be determined by the Rotating Chair and distributed to council members five (5) work days in advance of each meeting.
- B. Union and Employer representatives attending these meetings will be kept to a reasonable number consistent with the subjects to be discussed. Management representatives should include the Collective Bargaining Official (CBO) or designee, three (3) Management representatives, and one alternate; and the Union's Local President or designee, three (3) Union representatives, and one alternate. Union representatives who are employees will be allowed to attend without charge to leave. A quorum consists of four (4) representatives for each party, which includes the CBO or designee and the Union's Local President or designee.
- C. The Local Cooperation Council (LCC) will give consideration to such matters as:
  - 1. The interpretation and application of rules, regulations, and policies;
  - 2. The correction of conditions making for institutional grievances and misunderstandings;
  - 3. The encouragement of good human relations in employee-supervisory relationships;
  - 4. The promotion of education and training;
  - 5. The betterment of employee working conditions with RTP-wide impact;
  - 6. The strengthening of employee morale;
  - 7. The implementation of Equal Employment Opportunity;
  - 8. Proposals for demonstration or pilot programs;
  - 9. Dissemination and sharing of information;
  - 10. Issues and concerns raised by bargaining/nonbargaining unit employees and managers;

11. Issues for referral to the CDC Labor Management Cooperation Council (CDC/LMCC).

However, it is agreed that individual grievances will not be taken up during council meetings.

## ARTICLE IV

### MANAGEMENT RIGHTS, Per 5 U.S.C 7106

#### **Section 1**

##### ***Authority of Management***

Management officials of the Agency retain the right, in accordance with applicable laws, and regulations to (a) direct employees of the Agency; (b) hire, promote, transfer, assign, and retain employees in positions within the Agency, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) relieve employees from duties because of lack of work or for other legitimate reasons; (d) maintain the efficiency of the Government operations entrusted to them; (e) determine the methods, means, and personnel by which such operations are to be conducted; and to (f) take whatever actions may be necessary to carry out the mission of the Agency in situations of emergency.

#### **Section 2**

##### ***Employer's Obligation to Negotiate***

The Employer is obligated to negotiate in accordance with the provisions of 5 U.S.C 71, but this obligation does not extend to such areas of discretion and policy as the mission of an Agency, its budget, its organization, the number of employees, and the numbers, types, and grades of Positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; or internal security practices.

#### **Section 3**

##### ***Permissive Bargaining***

The retention of these rights by the Employer does not preclude Management from electing to bargain on:

1. 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 that 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.

Management will follow all applicable laws.

#### **Section 4**

##### ***Employee Satisfaction***

The above rights will not limit an employee's right to express dissatisfaction concerning the manner in which the Employer exercises these rights.

#### **Section 5**

##### ***Informal Discussions***

The Employer retains the right to hold informal discussions with employees without the presence of a Union representative. Informal discussions between employees and their supervisors may include the employee's performance, work assignments and procedures, application of established office policies and practices, leave practices and requests, conduct, and discussions of a personal nature. It is not intended that this language will limit the Union's right to attend formal discussions under 5 U.S.C. 7114(a)(2)(A).

## ARTICLE V

### EMPLOYEE RIGHTS

#### **Section 1**

##### ***Right to Join Union***

Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity, and each employee shall be protected in the exercise of this right. As expressly provided in 5 USC 71, the right to assist the Union extends to participation in the Management of the Union, and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority, except when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the employee.

#### **Section 2**

##### ***Off-duty Conduct***

Employees are not accountable to the Employer in the conduct of their private lives, unless there is a nexus and except as provided by law, regulations, or published policy of the Office of Personnel Management (OPM) and the Agency. In performance of official duties, employees will be guided in their conduct by the proper regulations.

The term nexus refers to the connection that must exist between the conduct or behavior forming the basis for an adverse action and the discernible or foreseeable negative impact the conduct or behavior has on an Agency's operations.

#### **Section 3**

##### ***Contacting Union Representatives***

Employees may contact Union Representatives during working hours to discuss job-related problems. Employees will advise their supervisor of their wish to see a Union Representative, and mutually agree to a departure time and anticipated time of return, before leaving the work area.

If a supervisor determines that a compelling work-related circumstance exists that precludes the employee from leaving the work area, the reason will be fully explained in writing and a future time will be mutually established.

**Section 4**  
***Employee Communication***

Employees shall also have access to Management officials in accordance with this section. The Parties agree to encourage employees to present their work-related problems to the lowest level of supervision that can effectively deal with the problem. For example, but not limited to, employees have the right to communicate with the following:

- a. Agency or Employer Human Resources;
- b. Team Leader, supervisor, or Management official of a higher rank than the employee's immediate supervisor;
- c. Agency or Employer Equal Employment Opportunity (EEO) Office, i.e., Reasonable Accommodation;
- d. Employee Assistance Program (EAP);
- e. Alternative Dispute Resolution (ADR); and/or
- f. Administrative/Business Services Offices.

Employees will advise their supervisor of the need to contact the aforementioned, and they will mutually agree to a departure time and anticipated time of return, before leaving the work area. The employee will not be required to discuss the substance of the issue with the supervisor.

**Section 5**  
***Union Membership***

Nothing in this Agreement requires employees to become or remain members of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**Section 6**  
***Employee's Financial Obligation***

It is recognized that all employees are expected to pay promptly all just financial obligations (i.e., official travel). A just financial obligation is an obligation which the employee acknowledges as not subject to dispute or which has been reduced to a judgment of a court of competent jurisdiction.

In the event of a dispute between an employee and a private individual or a firm with respect to an alleged debt or financial obligation, where the debt is not acknowledged by the employee or reduced to a judgment or garnishment, the Employer will neither act as an arbitrator nor will the Employer take any action against the employee which is directly

related to that debt. It is further recognized that failure to pay just debts reflects improperly on the Agency and the Federal Civil Service.

### **Section 7** ***Payroll Errors***

The Employer will make every reasonable effort to have payroll errors corrected promptly. The Employer will explain to an affected employee the circumstances of any overpayment and will assist the employee in the completion of a Request for Waiver of Claim for Overpayment of Pay when such action is appropriate under applicable regulations.

### **Section 8** **Employee File**

Every civilian HHS employee has an official personnel folder with records that cover his or her entire federal employment history. Human Resources offices are required by OPM to maintain this file. CDC employees now have instant access to their electronic official personnel folder (eOPF), which is currently accessible from employees' desktops at work. The eOPF provides a secure electronic personnel folder available to employees online to meet their information needs quickly and easily. This allows employees to:

- View, print, or save their official personnel records, and to verify personnel information accuracy;
- Receive e-mail notification when documents are added to their eOPF; and
- Have their personnel records transferred, if moved from one federal Agency to another.

The Employer agrees not to place any disciplinary documents into the employee's eOPF without first delivering it to the employee.

If discrepancies are found in an eOPF, employees should contact the Human Resources Help Desk.

In the event any other employee files are maintained by the employer, upon request, a list of these will be made available for inspection by the employee. Employees will be afforded the opportunity to place in these files any statement they wish to make with regard to information contained in these records in accordance with OPM regulations.

### **Section 9** ***Whistleblower Protection***

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

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

**Section 10**

***Rights to Representation (5 U.S.C. 7102(2))***

Employees have the right to negotiate over conditions of employment through their chosen Union representative.

## ARTICLE VI

### UNION REPRESENTATION/OFFICIAL TIME

#### **Section 1**

##### ***Stewards***

The Union will designate an adequate number of stewards, not to exceed five (5) (including the chief steward), so that each employee in the unit has reasonable access to a steward. The Union will promptly supply the Employer with a roster of the names of the designated stewards, and the Employer will post a copy of the roster on the CDC's intranet. The Union will also post a copy of the roster on the Union bulletin board. The Union will promptly notify the Employer of any change in the designated stewards.

#### **Section 2**

##### ***Stewards' Authorization***

Stewards are authorized to perform and discharge the duties and responsibilities that may be properly assigned to them by the Local. Stewards are authorized to consult with the respective Management officials are authorized to conclude agreements on appropriate matters.

#### **Section 3**

##### ***Union Representative Protection***

There shall be no restraint, interference, coercion, or discrimination against a Union Representative because of the performance of his or her duties.

#### **Section 4**

##### ***Union Representation at Formal Discussions***

The Union shall be given the opportunity to be represented at formal discussions between Management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

Formal discussion is a term contained in the Federal Service Labor-Management Relations Statute at 5 USC 7114 (a)(2)(A)(B). It refers to meetings held by representatives of CDC Management with bargaining unit employees concerning grievances, personnel policies or practices, or general conditions of employment. When such meetings are held, it is the responsibility of Management to notify the Union in advance and give it an opportunity to attend and participate.

**Section 5**  
***Official Time Procedures***

The Union representative requests to use “official time” (estimated) to indicate category of union-related business. The request should be submitted on the AFGE Local 2923 Official Time Form, Appendix B, two days in advance unless it is an emergency (e.g., an unforeseen meeting to address an immediate concern). Frequent use of emergency requests will be brought to the attention of the Union President for resolution.

The Union representative’s supervisor reviews and approves or disapproves the request within 24 hours. Failure to respond to the request within 24 hours of receipt will constitute approval. If disapproved, the supervisor must document on the AFGE, Local 2923 (RTP) Official Time Form, Appendix B, the reason for not granting official time and provide a date and time for which it can be approved. The supervisor must return the completed form to the Union representative immediately after signature. Frequent delays in approvals or disapprovals will be brought to the attention of the Collective Bargaining Official (CBO) for resolution.

Anytime the Union representative’s representational duties appear to be extending beyond the original estimated time frame in the request, the Union representative is required to contact the supervisor with the change in the requested time as soon as practical.

Upon return, the Union representative is required to complete the form with the actual amount of official time used. Once the Union representative completes the actual time, he or she should make a copy and give the original form to the supervisor.

The supervisor is required to send the form to the CBO or designee.

**Section 6**  
***Directed Reassignments of Union Representatives***

Management will provide 10 business days advance notice of a directed reassignment of a union representative to a nonbargaining unit position.

Management will discuss concerns with the union, if requested.

**Section 7**  
***Representational Activities***

- A. Covered Representational Activities. The Parties agree that Union representatives shall be authorized to use official time to perform the following representational activities:
- Researching concerns of employees regarding conditions of employment;
  - Preparing for and representing employees in grievances and appeals;

- Attending formal meetings;
  - Representing an employee in an investigatory interview when requested by the employee;
  - Attending grievance meetings as the Union's representative when the employee is not represented by the Union;
  - Holding discussions initiated by the Federal Labor Relations Authority (FLRA) with Union Officers and Stewards and activities carried out in response to requests from the FLRA;
  - Preparing and participating in statutory appeals and Unfair Labor Practice charges and complaints; and
  - Participating in other representational activities authorized by this agreement or by regulations or statutes (laws).
- B. Activities Not Covered. Official time shall not include time spent on internal Union business, including but not limited to:
- Attending Union meetings;
  - Soliciting members;
  - Collecting dues;
  - Posting notices of Union meetings;
  - Campaigning for elective office or carrying out elections;
  - Preparing and distributing internal Union newsletters or other such internal documents; and
  - Soliciting grievances or complaints.

## **Section 8**

### ***Union-sponsored Training***

A total bank of two hundred (200) hours will be granted each fiscal year for Union representatives to attend Union-sponsored training events (i.e., national training conferences and other meetings or seminars held at conventions). Additional time may be granted upon mutual agreement of the CBO and the Union. Union representatives who plan to attend these events will give at least two weeks' notice to their supervisors along

with a copy of the agenda. Representatives must follow the official time procedure listed in this article when requesting official time for Union-sponsored training.

### **Section 9**

#### ***Furnishing Information to the Union***

The Employer agrees to furnish, without charge, information requested by the Union to properly represent employees in accordance with applicable laws and regulations. The Union must establish a particularized need for the information. The Union must articulate, with specificity, why it needs the requested information, including the uses to which the Union will put the information. Further, a connection must be made between those uses and the Union's representational responsibilities. The request should be made to the CBO, and identifiable details would not be included in the information request.

### **Section 10**

#### ***New Employee Orientation Material***

The Employer will inform each unit employee of the Union's exclusive recognition and provide him or her with the link to the collective bargaining agreement located on the CDC intranet, including a hard copy. The Union will be informed, as far in advance as possible, when orientation sessions of new employees are scheduled and may address such sessions.

### **Section 11**

#### ***Current Bargaining Unit Information***

Upon request from the Union, the Employer will furnish the Union with a list of names, position titles, grades, and organizational locations of all employees currently in the unit and/or those who moved in or out of the unit.

### **Section 12**

#### ***Union Convention Delegates/Full-time Union Positions/Caucuses or Conferences***

The Employer recognizes that employees may be elected or appointed as delegates to a Union convention or other such function, which necessitates an absence. The Employer shall authorize annual leave or leave without pay for such employees, subject to the reasonable requirements of the Employer.

Employees accepting full-time positions as Union representatives may be granted leave without pay for one (1) year, and consideration will be given for two (2)-year extensions.

## ARTICLE VII

### UNION ACCESS TO FACILITIES AND SERVICES

#### **Section 1**

##### ***Union Office***

The Employer agrees to make every effort to provide a private office space to the Union.

#### **Section 2**

##### ***Equipment***

The Union shall have access to photocopying and facsimile equipment and electronic mail only as needed for conducting representational duties. Equipment shall not be used to support internal Union business. The Employer agrees to make available a reasonable amount of bulletin board space for the exclusive use of the Union. The bulletin board space should include electronic space (e.g., intranet).

#### **Section 3**

##### ***Posting Materials***

Material for posting or distribution will be restricted to notices of meetings and membership drives, elections, statements of policy and program, and official publications of the organization. The Union agrees that such literature will not contain propaganda against or attacks upon any Agency, individual, or activity of the Federal Government. Materials other than official publications of the National Union will be initialed by a Union representative.

#### **Section 4**

##### ***Distributing Union Material***

Official publications of the Union may be distributed by Union representatives during the nonduty time of the employees who are distributing or receiving the materials. The use of e-mail, SharePoint, and interoffice mail for these purposes is permissible.

**ARTICLE VIII**  
**DUES WITHHOLDING**

**Section 1**  
*Voluntary Allotments*

This Article provides for voluntary allotments by employees of the covered unit for the purpose of paying their dues as members of the Union.

**Section 2**  
*Voluntary Allotment Eligibility*

To be eligible to make a voluntary allotment for the payment of dues, an employee must:

- (a) Be an employee of the unit covered by this Agreement; and
- (b) Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

**Section 3**  
*Nondeduction of Dues*

Dues will not be deducted for any pay period where the employee's net salary, after other legal and required deductions, is not sufficient to cover the amount of the authorized allotment for dues.

**Section 4**  
*Classification of Dues*

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. Initiation fees, special assessments, back dues, fines, and similar items are not considered to be dues.

**Section 5**  
*Allotment Procedures*

Dues will be withheld on a biweekly basis conforming to the regular pay period. Deductions for the allotment will begin with the first full pay period after receipt of proper notification by the Human Resources Office, or on the designated effective date, whichever is later.

SF 1187, "Request for Payroll Deductions for Labor Organization Dues," must be used to authorize

allotments. It is agreed that the Union will furnish the SF 1187. The following procedures must be completed before an allotment for payment of Union dues will be effective:

- a. The Union official specified in this Article will complete Section A of SF 1187.
- b. The employee will complete Section B of SF 1187 and the information blocks above Section A. In the identification block, the employee will insert his or her Social Security number until other acceptable identification number is approved.
- c. Allotments will be terminated if the employee is reassigned, promoted, or transferred from the bargaining unit to a nonbargaining unit position.

The CBO or his or her designee will normally, within one (1) workday, either request and authorize the start of the allotment, or, if the employee is ineligible for such an allotment, return the SF 1187 to the Union Official specified in this Article, informing him or her of the reason for such ineligibility.

## **Section 6** ***Written Requests for Revocation***

An employee may submit a written request for revocation of an allotment at any time. However, the revocation will not become effective until the applicable revocation date, and unless notice of the revocation is received prior to the beginning of the first full pay period that begins on or after the revocation date. After an employee's allotment has been in effect for at least one (1) year, revocation dates are as follows: the first full pay period following September 1 of any calendar year. Revocations must be submitted, in duplicate, to the CBO or designee on SF 1188. The employee must provide his or her Social Security number (until other acceptable identification number is approved) in the identification number block on the SF 1188. The CBO or designee will process proper notice within one (1) workday.

## **Section 7** ***Union Official Classification***

The Union Official authorized and designated to complete Section A of the SF 1187 and to notify the CBO of a change in the amount of dues shall be the Union President or Treasurer.

## **Section 8** ***Payment***

Union Dues will be direct-deposited or sent to an address provided by the Union President. The withholding of dues will be provided without charge for such service.

**Section 9**

***Union Dues Changes***

When the Union dues change, the Union official specified in this Article will report such change, in writing, to the CBO. It is agreed that no more than one change in the amount of dues to be deducted will be made in a twelve (12)-month period.

## ARTICLE IX

### MERIT PROMOTION

#### Section 1

##### *Details*

- A. The term detail as used in this Article means a temporary assignment of an employee to a different classified position (i.e., having a different position description number than the employee's position of record) within the bargaining unit, or to a different set of unclassified duties, for a specified period of time, with the employee returning to her or his position of record at the end of the detail. The employee continues to encumber the bargaining unit position from which she or he was detailed during the term of a nonsupervisory detail. However, whenever the detail is to nonbargaining duties (i.e., supervisory, personnel work, or team lead), the employee is not allowed Union representation.
- B. Details may also be used to provide opportunities for interchange programs or developmental assignments. Selections for details will be made in accordance with merit system principles.
- C. The Employer will document all details appropriately in the employee's official personnel folder, which may be done electronically. Confirmation of the detail will be provided to the employee or, if electronically filed, may be printed by the employee. Employees detailed to another position shall be given a job description or statement of duties if such assignment exceeds thirty (30) calendar days.
- D. Details are intended only for meeting temporary needs of the Center's work program when necessary services cannot be obtained by other desirable or practicable means. The Center will attempt to keep details within the shortest practicable time limits and assure that the details do not compromise the open-competitive principle of the merit system or the principles of job evaluation. Except for brief periods, employees should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Normally, the employee shall be given a temporary promotion instead. If a detail is made to a higher grade position for more than 120 days or to a position with known promotion potential, it must be made under competitive procedures. Should the requirements of the Center necessitate an employee's being detailed to a lower-level position, this will in no way adversely affect the employee's salary, classification, or job standing.

#### Section 2

##### *Temporary Promotions*

The Employer agrees that where it is expected that an employee will be detailed to a higher-graded bargaining unit position for a period in excess of thirty (30) consecutive

days, the employee will be temporarily promoted to that position effective with the beginning of the first full pay period after serving a full pay period of the detail, provided that the employee meets the appropriate qualification standards and other legal and regulatory requirements, such as time in grade. The Employer should not exercise practices that would circumvent employees from receiving temporary promotions (e.g., rotating employees every twenty-nine (29) days).

A detail to a higher grade position for more than 120 days or to a position with known promotion potential, it must be made under competitive procedures. A temporary promotion will not exceed more than five (5) years, unless OPM authorizes the Agency to make and/or extend time-limited promotions for a longer period.

### **Section 3**

#### ***Termination***

The Employer retains the right to terminate a detail or temporary position at any time.

### **Section 4**

#### ***Job Announcements***

The employer should send the job announcement number or the web page link for all job announcements to employees when it is published or announced.

## **ARTICLE X**

### **REDUCTIONS IN FORCE (RIF)**

#### **Section 1**

##### ***Right to Bargain***

It is recognized by both Parties that a reduction in force (RIF) is generally not in the best interest of either Management or the employees. It is further understood that the Employer will exert every effort to avoid a RIF. However, should a RIF become necessary, it is agreed that the impact and implementation of a RIF will be fully negotiated with the Union prior to any action being taken. It is agreed by both Parties that all rules and regulations applicable to a RIF will be fully followed.

#### **Section 2**

##### ***Request for Information***

It is agreed that a full and current set of the RIF regulations will be maintained by the Human Resources Office and that these documents will be made available to the Union upon request.

## ARTICLE XI

### CONTRACTING OUT

#### **Section 1**

##### ***Employer-Union Communication***

- A. The Employer agrees to consult openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit. Specifically, the Employer will notify the Union of any proposed study related to potential contracting out activities performed by bargaining unit employees. The Employer agrees to comply with applicable laws and regulations regarding contracting out.
  
- B. When available, the Employer will provide the Union with appropriate information concerning all cost studies, which may include but is not limited to the following: the invitation for bid or IFB, or request for proposal or RFP; abstract of bids; correspondence from a higher authority directing the cost study; correspondence from the Department of Labor regarding certification of a wage rate; the performance work statement; the “milestone” chart or similar document setting forth the estimated dates for the contracting out process; all changes to the performance work statement; and all bidder questions and activity answers related to the performance work statement.

#### **Section 2**

##### ***Regulation***

Pursuant to OMB Circular A-76, functions will not be contracted out solely to meet personnel ceilings or to avoid salary limitations.

#### **Section 3**

##### ***Employee Displacement***

If unit work is contracted out and unit employees are displaced, the Employer will make every reasonable and credible effort to minimize the impact on employees. Maximum retention of career employees shall be achieved by considering attrition patterns and considering restricting new hires.

#### **Section 4**

##### ***Training Reassigned Employees***

The Employer will make every reasonable effort to retrain affected career employees, if necessary, when they are reassigned as a result of contracting out.

**Section 5**  
***Briefings***

Periodic briefings will be held between the Employer and the Union to provide the Union with appropriate information pursuant to OMB Circular A-76 on decisions affecting unit employees.

**Section 6**  
***Right of First Refusal***

The Employer and the Union recognize the “right of first refusal” required by OMB Circular A-76, which provides that the contractor will grant those Federal employees displaced by direct result of such contract the right of first refusal of employment openings created by the contractor. This applies only to job openings for which such displaced employees are qualified, and does not apply when such employees would otherwise be prohibited from such employment by the Government post-employment conflict of interest standards. Refusing the right of first refusal because of displacement due to contracting out shall not deny a unit employee of any rights he or she might otherwise have under applicable reduction in force procedures in accordance with applicable law and regulation, including the employee’s entitlement to severance pay.

## **ARTICLE XII**

### **PERFORMANCE MANAGEMENT APPRAISAL PROGRAM (PMAP)**

The provisions of this Article apply to employees in the bargaining unit covered by performance appraisal systems established in accordance with Office of Personnel Management regulations, 5 USC 4302, and the Department of Health and Human Services (HHS) Performance Management Appraisal Program (PMAP). The Employer and the Union recognize that performance management is an ongoing process; outstanding and unsatisfactory performance circumstances can and should be dealt with as they occur.

The Employer agrees to give the Union an opportunity to negotiate the impact and implementation of any changes made to the HHS PMAP.

## ARTICLE XIII

### TRAINING AND CAREER DEVELOPMENT

#### **Section 1**

##### ***Maximizing Employee Opportunity***

It will be the policy of the Employer, within available resources and consistent with Employer needs, to utilize to the fullest extent the present skills of employees by all practical means, including the restructuring of jobs where feasible, and to provide the maximum opportunity to employees to enhance their job-related skills through on-the-job training, work-study programs, and other means so that they may perform at the highest potential and advance in accordance with their abilities.

#### **Section 2**

##### ***Training/Education***

The Employer and the Union also recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his or her potential through self-development and training. Employees are encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement.

#### **Section 3**

##### ***Nondiscriminatory Selection***

The Employer agrees that the nomination and selection of employees to participate in training and career development programs and courses shall be nondiscriminatory and made without regard to race, color, religion, sex, national origin, political affiliation, sexual orientation, marital status, disability, age, membership in an employee organization, or other nonmerit factors, keeping in mind the principles of Equal Employment Opportunity.

#### **Section 4**

##### ***Notifying Employees***

When employees apply in writing for training courses, they will be notified as far in advance as possible on a course of their selection nonselection or denial. Reasons for nonselection or denial will be given to employees in writing.

#### **Section 5**

##### ***Announcing Training Opportunities***

- A. The Employer agrees to make available to employees such in-house and off-the-job training opportunities as may be consistent with Employer and employees' goals. The Employer will provide information on programs that increase the

opportunity for employees at all grade levels to participate in short- and long-term educational programs.

- B. The Employer agrees to promote programs of remedial training and counseling of employees. Approved activities will be permitted to take place on-site during normal work hours.

## **Section 6**

### ***Individual Development Plan (IDP)***

The Employer shall encourage career development for the individual employee by providing opportunities to develop a personal plan for career development. This plan may be developed by the employee, supervisor, and those counseling services that the Employer has available. This plan will, if possible, include the employee's short- and long-term career goals, which may include a target position. As one means of providing developmental experiences, employees under this plan can be placed on detail to learn new skills. Details of this nature are to be in conformance with applicable regulations.

Employees and supervisors are responsible for developing and documenting a mutual agreement concerning education, training, and development. This agreement should be in the form of a competency-based individual development plan (IDP). If an employee and supervisor do not reach an agreement on the IDP, this matter should be handled within the appropriate organization's management chain of review. Employees will be given the opportunity for appropriate and timely training included in their IDP.

Each employee's supervisor is responsible for determining the appropriateness of each learning opportunity with respect to the employee's IDP and for ensuring that the learning activity supports the organization's strategic goals. Supervisors are responsible for working with employees in creating an IDP. Employees and supervisors are jointly responsible for the accuracy of the IDP.

Employees are responsible for proactively identifying appropriate training and developmental opportunities and for effectively collaborating with supervisors to create an IDP.

An IDP is required to use ILA money. Training using ILA money must be listed in the IDP. Please refer to the current CDC ILA Policy.

## **Section 7**

### ***Payment of Expenses***

If funded, ILA money should be used consistent with the organization's policy on ILAs, CDC-HR-2005-05. In accordance with the laws, rules, and regulations, the Employer agrees to pay allowable expenses associated with approved training requests, consistent with available resources.

## **Section 8**

### ***Work Schedules for Training***

Employees attending conferences or training courses taken during duty time will be guided by the schedules for conferences or training courses and alter their alternative work schedules or 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.

## ARTICLE XIV

### EMPLOYEE ASSISTANCE PROGRAM (EAP)

#### **Section 1**

##### ***Promoting EAP***

- A. The Employer agrees to promote an Employee Assistance Program (EAP), a program designed for troubled individuals struggling with alcoholism, drug abuse, emotional illness, and other personal problems that may affect job performance.
- B. The Employer will, at least annually, make employees aware of the EAP and available services provided by the Employer.

#### **Section 2**

##### ***Requesting Assistance***

The Union agrees to cooperate fully with the Employer in an attempt to rehabilitate affected employees who accept assistance made available under the provisions of the EAP.

The Union and the Employer recognize that the EAP is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable. If an employee requests assistance under the EAP and participates in the program, the responsible supervisory official should consider this fact in determining appropriate disciplinary and adverse action, if such action becomes necessary.

#### **Section 3**

##### ***Leave***

Employees will be allowed to attend EAPs or activities without charge to leave. The employee informs his or her leave-approving official that the requested time away from the office will be used for EAP consultation. The employee need not provide further details to the official. Employees may request appropriate leave, consistent with applicable provisions of this agreement, for purposes of undergoing a prescribed treatment program resulting from a referral by an EAP Counselor.

#### **Section 4**

##### ***Union Notification***

The Union will be notified of all seminars, workshops, conferences, or training sessions designed to acquaint employees with the EAP and its operation.

**Section 5**  
***Drug Testing***

It is agreed that before the Employer implements any type of drug-testing program, the Union will be notified. If the Union requests to negotiate the program's impact and implementation, drug testing will not begin until negotiations are completed.

## ARTICLE XV

### HEALTH AND SAFETY

#### **Section 1**

##### ***Regulation***

The Employer agrees to provide a safe and healthy workplace for all employees in accordance with applicable laws, regulations, and policies relating to the safety and health of its employees. All employees, supervisors, and Management officials are responsible for prompt reporting of observed unsafe conditions.

#### **Section 2**

##### ***Health and Safety Committee***

The Employer and the Union will cooperate in the continuing effort to eliminate accidents and health hazards, and there shall be established a Health and Safety Committee consisting of four (4) members—two (2) members appointed by the Employer and two (2) members appointed by the Union. The chairperson shall be the designated local Safety Officer. The function of this committee shall be:

- a. To review all safety suggestions, serious lost-time accidents, or health hazards, including reports as to the corrective measures taken to eliminate such accidents in the future;
- b. To promote and maintain health and safety education of the employees in the unit;
- c. To meet monthly on definitely established dates for the purpose of inspecting facilities and recommending measures for the elimination or control of conditions hazardous to the health and safety of the employees;
- d. To inspect all newly installed machinery and jobs or operations to see that no employee is allowed to work on any machine or job until he or she has been adequately instructed as to health hazards and/or the safe and proper method of operation; and
- e. To investigate the circumstances and cause of the accidents.

The Union will be provided a copy of all health and safety reports.

#### **Section 3**

##### ***Safety Inspections***

In the event a Federal or Agency Safety Inspector visits the installation, the safety committee shall accompany them on the tour.

**Section 4**  
***Preventing Violence***

The prevention of violence in the workplace is of mutual interest to both the Agency and the Union. Threatening or intimidating behavior and violence in the workplace are unacceptable forms of conduct and will not be tolerated. Creating a hostile work environment also will not be tolerated.

**Section 5**  
***Imminent Danger***

When an employee has reasonable belief that he or she is subject to working conditions so severe that exposure to such conditions could be detrimental to health or safety, the employee or the Union will make reports to the Employer for a decision by the most expeditious means available. An employee may decline to perform his or her assigned task because of a reasonable belief that the task poses a risk as to health or serious bodily harm. An employee's "reasonable belief," as the term is used in this section, will be determined not by a probe of the employee's subjective motivation of feelings, but by an assessment of the external evidence and circumstances that were present in the situation. The employee will plan to make himself or herself available for work under other conditions until the hazardous situation is abated.

**Section 6**  
***Fire Extinguishers***

The Employer agrees to supply and maintain on a regular basis an adequate number of fire extinguishers in all sections. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunchboxes, or other foreign material are kept away from the fire extinguishers. Fire extinguishers will not be tampered with or obstructed from use.

**Section 7**  
***Automated External Defibrillator***

Contingent upon funding, the employer will offer cardiopulmonary resuscitation or CPR and automated external defibrillator (AED) training to interested employees. The AED is a computerized medical device that can check a person's heart rhythm and recognize a rhythm that requires a shock. It also can advise the rescuer when a shock is needed. The AED uses voice prompts, lights, and text messages to tell the rescuer the steps to take.

**Section 8**  
***Grievances***

The procedures established in the safety and health program shall not preclude the right of any employee to file a grievance at the appropriate step of the grievance procedure.

## **Section 9**

### ***Reporting On-the-job Injuries/Occupational Disease***

- A. 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 if the injury is 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 (2) days after the injury, and it must be filed within thirty (30) days in order to obtain continuation of pay for a disabling traumatic injury. Form CA-2 should be filed within thirty (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 (3) years. The applicable provisions of the Federal Employee's Compensation Act, as administered by the Office of Workers' Compensation Programs, Department of Labor, will be made available to employees. The Employer will assist the employee in filing all necessary forms.
- B. Exposure to workplace injuries, when there is no immediate illness, should be reported by CDC Accident Report, Form CDC 0.304, signed by the supervisor. The employee should be referred by his or her supervisor to the Occupational Health Clinic for evaluation.
- C. The Employer agrees to compile and maintain a record of all work-related accidents or reported possible causes of potential accidents. Upon request, the Employer will provide the Union with reports of work-related accidents.

## **Section 10**

### ***Adverse Work Environment***

If an employee feels that their work environment is having an adverse effect on their health, then the appropriate process should be followed (e.g., reasonable accommodation, ergonomics assessment, or telework).

## **Section 11**

### ***Lifestyle Programs***

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

**Section 12**  
***Ergonomics***

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

## ARTICLE XVI

### EQUAL EMPLOYMENT OPPORTUNITY (EEO)

#### **Section 1**

##### ***EEO Policies and Programs***

- A. The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons.
- B. The Employer agrees to inform its employees and the Union of equal employment opportunity policies and programs and to enlist their cooperation in preparation and effectuation of such policies and programs. Nothing in this section shall be construed to abridge the right of any employee to bring any matter pertaining to equal employment to the attention of the appropriate officials and/or the Union.
- C. The Employer and the Union will promote a discrimination-free workplace.
- D. The Parties agree to prohibit discrimination on the basis of race, color, religion, sex, national origin, political affiliation, sexual orientation, marital status, disability, age, membership in an employee organization, or other nonmerit factors, and to promote full realization of equal employment through a positive and continuing cooperative effort. It is agreed between the Parties that in the policies and practices of the Union, there shall continue to be no discrimination against any employee, and the Union invites all employees to share in the full benefits of Union membership and organization.

#### **Section 2**

##### ***Union-Management Cooperation***

Through the procedures established for Union-Management cooperation, (e.g., LMCC or LCC) the Parties agree to discuss methods and means to strengthen the equal opportunity program within the organization. Decisions from discussions are made jointly through consensus.

#### **Section 3**

##### ***Affirmative Action Principles***

It is agreed that the Employer will apply affirmative action principles as set out in the Civil Rights Act of 1964 (CRA), as amended. If, in the opinion of the Union, a pattern of discrimination may exist in violation of the CRA, the Union may bring the situation to the Employer's attention. The Employer shall take such action as may be necessary, consistent with CRA. Nothing in this Article shall preclude or conflict with the right of an employee to file an individual complaint under the CRA, and such complaint shall be processed in accordance with prescribed procedures.

## ARTICLE XVII

### POSITION CLASSIFICATION

The procedures stated below are based on interpretation of the laws, regulations, guidelines, rules, etc. However, in situations where the procedures stated here are different or are in conflict, then the laws, regulations, guidelines, rules, etc., will supersede the content in this section of the Agreement.

All positions in the bargaining unit will be classified in accordance with, or consistent with, standards published by the OPM.

#### **Section 1**

##### ***Position Descriptions***

Employees will be provided an adequate position description containing the principal duties, responsibilities, and supervisory relationships for the purpose of classification. When changes in the duties, responsibilities, or supervisory relationships so warrant, the position description will be amended or rewritten. Current position descriptions are filed on the left side of an employee's electronic official personnel folder (eOPF).

#### **Section 2**

##### ***Reassignments/Realignments***

Prior to making the action effective, the Employer agrees not to reassign/realign an employee to a new position description without first discussing it with the employee. The Union will be afforded the opportunity to negotiate the impact and implementation of Management-directed reassignments and realignments.

#### **Section 3**

##### ***Desk Audit***

All positions in the bargaining units will be classified in accordance with, or consistent with, standards published by the Office of Personnel Management (OPM).

If the employee and the supervisor agree that the position description is incorrect, the supervisor shall take timely action to correct the position description for submission to the Human Resources (HR) Office.

The Parties agree that an employee may be required to perform duties that are incidental to the principal duties and responsibilities of the position, as well as duties that may be required in situations of emergency. When the phrase "and other related duties" or similar phrases are included in a position description, the Employer agrees that it will not be used routinely as a basis for assigning duties to an employee that are unrelated to his or her principal duties.

An employee who believes that his or her position description is inaccurate or incomplete, or the position is incorrect, should discuss this concern with the immediate supervisor. If, after discussion, the employee is not satisfied, he or she may take the following action:

- A. Submit a written reconsideration request to the organization's HR Office. If the employee is not satisfied with the results, he or she may appeal according to paragraph B.
- B. Formally appeal to the HR Office at the Department of Health and Human Services (HHS) level. The appeal should discuss the specific aspects of the position that the employee thinks were either misunderstood or not considered adequately. It should also include copies of the current classified Position Description, the Evaluation Report, and a current staffing chart. The Position Description submitted should be the one that is currently filed in the eOPF. A classification decision from HHS will constitute the final classification decision within the Agency. If the desk audit is conducted verbally, the employee may have a Union representative present as a silent observer. If the employee does not agree with this decision, he or she may appeal directly to OPM.
- C. Appeal the title, series, or grade directly to OPM following the procedures in a 5 CFR 511. If the employee is not satisfied with OPM's decision, he or she has no subsequent appeal rights within the Federal Government. The OPM classification decision constitutes the final decision within the Federal Government and is binding on the Agency regardless of the favorableness of the determination.

#### **Section 4**

##### ***Classification Survey***

In cases where the Employer decides to conduct a special classification survey of a group of positions, the Employer will notify the Union with the purpose and objectives two (2) weeks in advance of the survey. If, in unusual circumstances, notification within two (2) weeks is not practicable before a survey is to begin, the Union will be notified as soon as the decision to conduct the survey is made. Upon the request of the Union, the HR Specialist and Management official involved shall meet with a person or persons designated by the Union President to discuss the concerns of the employees in the area scheduled to be surveyed.

## **ARTICLE XVIII**

### **TOBACCO-FREE WORKPLACE**

The Agency, as part of its mission to promote healthy practices, has decided that all buildings occupied by HHS employees, whether owned and/or leased, and space immediately surrounding the building shall be free of tobacco products. This means that no tobacco product, including but not limited to snuff, cigars, cigarettes, or any other product containing tobacco, may be used by employees inside the building, in a government vehicle, or within 50 feet immediately surrounding the building. This section does not apply inside private cars or in parking garages more than 50 feet from the building.

HHS is committed to assisting employees who wish to utilize cessation programs to stop the use of tobacco products. These programs are sponsored by the Agency with no cost to the employee. Interested employees are encouraged to contact the appropriate office to enroll in a cessation program. Employees will be allowed to attend Employer-sponsored smoking cessation programs or activities without charge to leave.

Violations of this article may result in disciplinary action.

**ARTICLE XIX**  
**HOURS OF WORK**

**Section 1**  
***General Provisions***

In accordance with applicable rules and regulations, managers will apply alternative work schedules and pay entitlements (compensatory time, credit hours, and overtime) equitably within the organization, consistent with demands of the office and in accommodation of employee needs. The minimum increment for earning or using overtime, compensatory time, and credit hours is fifteen (15) minutes.

**Section 2**  
***Definitions***

In accordance with Office of Personnel Management (OPM) rules and regulations, the definitions below are to be followed. However, in the event the definitions below are different from OPM rules and regulations, the OPM definitions shall supersede.

- A. Alternative Work Schedules (AWS)—Schedules other than the standard, fixed eight and one-half (8½) hour tour of duty, Monday through Friday, including Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS).
- B. Arrival Band—The time band during which an employee must start his or her workday.
- C. Basic Work Requirement—The number of hours, excluding overtime hours, an employee is required to work or otherwise account for by leave, credit hours, holiday hours, excused absence, compensatory time off, LWOP, or time off earned as an award. The basic work requirement for full-time employees is eighty (80) hours per biweekly pay period. The work requirement for part-time employees is the number of hours the employee must be present in a biweekly pay period.
- D. Basic Workweek—The basic workweek normally consists of five (5) eight (8)-hour days, Monday through Friday, or a permanent part-time schedule established by the Employer within its established administrative week.
- E. Core Hours—The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by an AWS is required by the Agency to be present for work or on approved leave. Core hours do not apply on an employee's regular day(s) off under an approved FWS or for workdays fewer than eight (8) hours in duration as part of a part-time FWS or CWS.

- F. Credit Hours—Those hours within the arrival and departure bands of an FWS that, with advance supervisory approval, an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.
- G. Compressed Work Schedules (CWS)—Fixed schedules that allow employees to complete the basic work requirement within arrival and departure bands in fewer than ten (10) days in a pay period. Employees on approved CWS are not permitted to earn credit hours.
- H. Departure Band—The time band during which an employee must complete his or her workday.
- I. Flexible Work Schedules (FWS)—Variations of the traditional fixed work schedule that permit employees to vary their arrival and departure times within the arrival and departure bands. All FWSs consist of workdays with core hours and arrival/departure bands.
- J. Lunch Schedule—The time during which employees must take a lunch period. Employees must take a lunch period and may not “save” any part of the lunch period to leave early or to extend subsequent lunch periods. With supervisory approval, employees on a Flexi-time schedule may extend their lunch periods within the lunch band up to an additional 2 hours and add the extra time at the end of the day. For example, an employee can begin work at 8:00 a.m.; take a 1½-hour lunch (or personal) break, and end work at 5:30 p.m.
- K. Tour of Duty—The limits within which an employee must complete his or her basic work requirement.

### **Section 3**

#### ***Requirements for Participation***

- A. Employee participation in AWS is subject to Management approval.
- B. Bargaining unit employees may be ineligible for participation in the AWS program if one of the following occurs or exists:
  - 1. The employee is on leave restriction;
  - 2. The employee is on a Performance Improvement Plan;
  - 3. The employee has received a disciplinary action that has a nexus to the integrity of the AWS program within the last six (6) months; and

4. The employee has received any adverse action within the last six (6) months.
- C. Each employee is expected to fulfill the commitment to account for a full eighty (80)-hour biweekly period (full-time employees) or a prearranged schedule (part-time employees).
  - D. The starting time for a workday may be fixed on the quarter-hour.
  - E. The AWS program allows employees to select their individual arrival and departure times from within the established bands.
  - F. No employee whose work schedule has been approved will be required to change his or her established tour of duty to accommodate the establishment of a new tour of duty for another employee.

**Section 4**  
***Program Criteria***

Official Workdays:	Monday–Friday
Official NCHS Business Hours:	8:30 AM–5:00 PM
Arrival Band:	6:00 AM–9:30 AM (Monday–Friday)
Departure Band:	3:00 PM–10:00 PM (Monday–Friday for employees on Maxi-flex*) 3:30 PM–10:00 PM (Monday–Friday for employees on all other schedules)
Lunch Band:	11:30 AM–1:30 PM
Core Hours:	9:30 AM–3:00 PM (Monday–Friday for employees on Maxi-flex*) 9:30 AM–3:30 PM (Monday–Friday for employees on all other schedules)

\*Note: Employees working a Maxi-flex schedule as of 9/20/2012 are covered by a separate memorandum of understanding dated 9/20/2012.

**Section 5**  
***Alternative Work Schedules***

The CDC AWS Program is designed to enable staff to adopt individualized work schedules that both meet employee needs and enable the Employer to carry out its mission effectively. Supervisors may determine that special work situations or specific job requirements may preclude certain work schedules to exist in their organization and, thereby, limit participation in this program for certain positions.

A. Flexible Work Schedules (FWS). Schedules that permit employees to vary their arrival and departure times within the arrival and departure bands. All employees will have the option of applying for Flexi-tour, Flexi-time, and Maxi-flex.

1. Flexi-tour—This schedule contains core hours on each workday in the biweekly pay period, in which a full-time employee has a basic work requirement of eight (8) hours per day (plus one-half (½)-hour official lunch), forty (40) hours per week, and eighty (80) hours per biweekly pay period. The employee selects arrival and departure times within the arrival and departure bands. Once approved, this becomes the employee's fixed tour of duty. Prior supervisory approval is required to change this tour of duty. Employees must be at work or on approved leave during core hours. With prior supervisory approval, credit hours may be earned and used.
2. Flexi-time—This schedule allows employees to vary their daily arrival and departure times within the established arrival and departure bands. The basic workweek requirement is eight (8) hours per day, forty (40) hours per week, and eighty (80) hours in a biweekly pay period.
3. Maxi-flex—This schedule allows employees to earn credit hours and vary their daily arrival times within the established arrival and departure bands. The basic work requirement is eighty (80) hours per biweekly pay period, which may be met on eight (8), nine (9), or ten (10) days in a pay period. Employees must work between eight (8) and ten (10) hours each scheduled workday. Employees will specify any nonworkday(s) they will not work.

In accordance with OPM Guidance/Policy, the following will be implemented:

- a. Employees on Maxi-flex will count all federal holidays as eight (8) hours toward the eighty (80)-hour pay period;
  - b. An employee may use leave, credit, or compensatory time to meet any additional work requirements for the holiday; and
  - c. Once an employee's Maxi-flex schedule is approved by the Employer, it shall become the employee's approved schedule unless altered by the supervisor or an employee's request to alter it is approved.
- B. Compressed Work Schedule (CWS). Fixed schedules that allow employees to complete the basic work requirement in fewer than ten (10) days in a pay period. All employees will have the option of applying for a fixed 5/4/9 or 4/10 schedule.
1. 5/4/9. A compressed schedule in which an employee fulfills the basic work requirement of eighty (80) hours in a biweekly period over a span of nine (9) workdays: five (5) days one (1) week, four (4) days

the other week, with a designated starting time within the arrival band. Under this Plan, employees work eight (8) nine (9)-hour days (plus one-half (½) hour official lunch) and one (1) eight (8)-hour day (plus one-half (½) hour official lunch) in a biweekly pay period.

2. 4/10. A compressed schedule in which an employee fulfills the basic work requirement of eighty (80) hours during the biweekly pay period, in four (4) ten (10)-hour days (plus one-half (½)-hour official lunch) each week with one (1) scheduled day off per week. The employee must have a fixed tour of duty within the arrival and departure bands established in this Article and shall not work under a schedule which results in the payment of night pay.
3. Employees working a compressed schedule are not eligible to earn credit hours.
4. With supervisory approval, an employee on CWS may switch his or her day off to another day within the same pay period.

## **Section 6** ***Holidays***

In accordance with OPM Holiday Guidelines/procedures, the following is executed:

- A. All full-time employees, including those on FWS or CWS, are entitled to an “in lieu of” holiday when a holiday falls on a nonworkday. In such cases, the employee’s holiday is the basic workday immediately preceding the nonworkday. A basic workday for this purpose includes a day when part of the basic work requirement for an employee under an FWS is planned or scheduled to be performed.
- B. There are two exceptions:
  1. If the nonworkday is Sunday (or an “in lieu of” Sunday), the next basic workday is the “in lieu of” holiday.
  2. If the head of an Agency determines that a different “in lieu of” holiday is necessary to prevent an “adverse agency impact,” he or she may designate a different “in lieu of” holiday for full-time employees under compressed work schedules.
- C. An employee is not entitled to another day off as an “in lieu of” holiday if a Federal office or facility is closed on a holiday because of a weather emergency or when employees are furloughed on a holiday.

A part-time employee is entitled to a holiday when the holiday falls on a day when he or she would otherwise be required to work or take leave. If a holiday falls on a nonworkday, part-time employees are not entitled to an “in lieu of” holiday. If an Agency’s office or facility is closed due to an “in lieu of” holiday for full-time employees, the Agency may grant paid excused absence to part-time employees who are otherwise scheduled to work on that day.

**Section 7**  
***Credit Hours***

- A. An employee must obtain advance supervisory approval to earn credit hours. The earning of credit hours will be approved retroactively where the circumstances warrant (e.g., where it is not possible for the employee to obtain advance approval).
- B. The use of credit hours must be approved in advance.
- C. Employees may earn credit hours up to four (4) hours per workday and up to eight (8) hours on a nonworkday. Credit hours worked at the official worksite must be consistent with building hours.
- D. The maximum number of hours that can be worked with basic hours **and** credit hours on any workday is twelve (12) hours.
- E. Approval to earn/use credit hours may be granted orally (followed up in writing) and may be granted the same day as requested.
- F. Credit hours may be earned when work is available or circumstances support continuing work. The earning of credit hours must be voluntary on the employee’s part.
- G. Employees may earn and use credit hours in the same pay period, but they can only be used after they are earned. Credit hours can only be earned and used in fifteen (15)-minute increments.
- H. Credit hours may be used to account for authorized absences during core hours.
- I. Credit hours can only be earned within the arrival and departure bands specified in this Article.
- J. Eligible full-time employees may accumulate, but may not carry over, more than twenty-four (24) credit hours from one pay period to the next.
- K. Eligible part-time employees may accumulate more than 25% of their biweekly work hours, but the maximum carryover for part-time employees may not exceed

25% of their scheduled biweekly work hours. Part-time employees may only earn credit hours immediately before or after their tour of duty.

- L. An employee in travel status may earn credit hours for work performed at the temporary duty location if the time requested meets the definition of hours of work, and if it is requested and approved in advance. Should the employee be unable to obtain approval in advance, he or she should notify the supervisor as soon as possible of the credit time earned.
- M. Credit hours may not be earned by employees on CWS.

### **Section 8**

#### ***Approving/Denying AWS***

- A. Employees must receive advance supervisory approval to start working an AWS or to change from one AWS to another. Requests must be documented on the CDC Work Schedule Designation form. Requests must be submitted to the employee's supervisor at least one pay period prior to the proposed effective date. Approved requests will be implemented as soon as possible but not later than the beginning of the first full pay period following approval.
- B. In approving or denying AWS requests, the Employer will consider interference with the ability of the organization to meet effectively its workload, programmatic objectives and operation, and/or physical office coverage.
- C. Normally, such requests will be approved or denied within five (5) workdays of receipt. In circumstances where the approving official is out of the office for an extended period of time, the time frame for the decision will begin when the approving official returns to the office.
- D. If an employee's requested work schedule is denied, the supervisor will explain the reason(s) for the denial to the employee orally and will also provide the reason(s) in writing within five (5) workdays of the initial request. Employee participation in AWS will not be limited, denied, or withdrawn as a form of discipline or retaliation. However, participation may be limited or withdrawn for failure to comply with AWS rules and regulations.

### **Section 9**

#### ***Request for Changes to AWS***

- A. Individual employees desiring to change their existing AWS will submit an AWS form to their immediate supervisor prior to the effective date of the requested change. Changes will be approved and implemented or disapproved as soon as practical but not later than in ten (10) workdays.

- B. In the event of an emergency or workload problem, which interferes with an organization's ability to meet its workload or programmatic objectives or physical office coverage, the Employer may temporarily change, for a specified period of time, an employee's AWS (e.g., require an employee to come off a compressed schedule, change starting and ending times of workdays for an employee, etc.)
  
- C. Whenever the Employer requests an AWS change, the supervisor will explain the reason(s) for the change to the employee orally and will also provide the reason(s) in writing within five (5) workdays of the notification date. If possible, the effective date will be no earlier than a full pay period from the notification date.

### **Section 10**

#### ***Employee AWS Conflicts***

Should two (2) or more similarly situated and qualified employees request the same AWS at the same time, and the Employer cannot accommodate all of the requests, the employees will be asked to resolve the scheduling problem between themselves. This may include establishing a fair and equitable rotation schedule for disputed hours or days off to which the Employer and affected employees mutually agree. If no other resolution can be found, approval shall be based on employee seniority determined by the Federal service computation date.

### **Section 11**

#### ***Termination/Suspension of AWS***

- A. Employees may be terminated from the AWS program for the following reasons:
  - Failure to meet eligibility requirements;
  - Failure to maintain an overall rating of Fully Successful; or
  - Falsification of time and attendance records (which may also be grounds for other disciplinary or adverse action).
  
- B. The supervisor will explain the reason(s) for the termination/suspension to the employee orally and will provide the reason(s) in writing within five (5) workdays of the notification date. If possible, the effective date will be no earlier than a full pay period from the notification date.
  
- C. Employees who are suspended/terminated from AWS may reapply for consideration to resume participation in AWS no earlier than three (3) months from the date of suspension/termination.

### **Section 12**

#### ***Timekeeping***

- A. Employees and supervisors should discuss work schedules before an employee vacates a position either by competitive promotion or employee-initiated reassignment for which an SF-50 is issued. The nature of work may require an employee to reapply for consideration of AWS. The employee is responsible for bringing the Work Schedule Limitation Form, Appendix C, to the interview. The Work Schedule Limitation Form shall be signed by the hiring official and the employee, citing the work schedule limitations for the position.
  
- B. To the extent possible, the Employer will generally schedule meetings during core hours.
  
- C. An employee on an FWS is not considered tardy until after the start of the core hours unless:
  - 1. The supervisor has asked the employee to arrive at a certain time to attend a regularly scheduled or special staff meeting or other special activity (e.g., training courses or conferences), and the employee arrives after that time; or
  - 2. The employee has been designated to cover a particular time and arrives after that time.
  
- D. Employees in travel or training status or on detail will adjust their tour of duty only as necessary to adhere to the work schedule of the detail organization or to a schedule that will fulfill the purposes of the official travel or training.

## ARTICLE XX

### ANNUAL LEAVE

The procedures stated below are based on interpretation of the laws, regulations, guidelines, rules, etc. However, in situations where the procedures stated here are different or are in conflict, then the laws, regulations, guidelines, rules, etc., will supersede the content in this section of the Agreement.

#### **Section 1**

##### ***Definition***

Employees shall earn and use annual leave in accordance with applicable statutes and Office of Personnel Management (OPM) regulations. OPM states that an employee may use annual leave for vacations, rest and relaxation, and personal business or emergencies. An employee has a right to take annual leave, subject to the right of the supervisor to schedule the time at which annual leave may be taken. Employees and supervisors should refer to the HHS Personnel Instruction 630-1 and the HHS Timekeeping Manual for specific instructions on requesting, documenting, and approving/disapproving annual leave.

#### **Section 2**

##### ***Leave Requests***

- A. Because reasons for requesting annual leave may be highly personal in nature, employees are not required to give specific reasons for their requests. Employees may state reasons such as “personal business” or “an emergency exists” when requesting leave. Should the employee choose to provide any additional information, the Employer agrees to keep the information confidential.
- B. It is the responsibility of the employee to request annual leave in advance.
- C. When the leave desired will occur during peak leave times (summer, holidays, end-of-year, etc.), or during times known to be “busy” work periods, early submission of requests may be required.
- D. Each employee will monitor his or her annual leave account in order to make appropriate advance requests of leave for vacation and other purposes which will contribute toward avoiding the loss of annual leave. By a certain deadline, the Employer will remind employees of a need to request annual leave to avoid forfeiture of such annual leave.

### **Section 3**

#### ***Unanticipated Annual Leave***

- A. All requests for annual leave must be submitted as far in advance as possible. If the use of annual leave cannot be anticipated, the request for approval shall go to the immediate supervisor or designee within one (1) hour of the start of their tour. For employees on flexible schedules, the employee will contact the supervisor or designee as soon as possible, but no later than the start of core hours, to request approval. Emergency annual leave requests and/or requests based on reasons that could not reasonably have been foreseen in advance will be granted only if the leave approving official is satisfied that a real emergency and/or unforeseen circumstances prevented the employee from requesting leave in advance. Employees should not consider a request for unscheduled leave to be approved simply because they have called in to report their absence. Should the employee be unable to reach the immediate supervisor or designee, the employee may leave the immediate supervisor or designee a voicemail requesting the leave; however, leaving a voicemail does not imply approval.
- B. An employee will inform her or his supervisor or designee of the anticipated duration of the absence. If the absence extends beyond the anticipated period, the employee will inform his or her supervisor of the situation promptly.

### **Section 4**

#### ***Sick Leave Charged in lieu of Annual Leave***

Employees, upon request, may change previously authorized annual leave to sick leave where sick leave is appropriate.

### **Section 5**

#### ***Advanced Annual Leave***

In accordance with OPM guidance, supervisors may grant advance annual leave consistent with Agency policy. Employees and supervisors should refer to the HHS Personnel Instruction 630-1, HHS Timekeeping Manual, and the Agency's delegations of authority for specific instructions on requesting, documenting, and approving/disapproving advanced annual leave.

The amount of annual leave that may be advanced is limited to the amount of annual leave an employee would accrue in the remainder of the leave year. Employees do not have an entitlement to advance annual leave. In most cases, when an employee who is indebted for advance annual leave separates from Federal service, he or she is required to refund the amount of advance leave for which he or she is indebted.

### **Section 6**

### ***Annual Leave to Establish Retirement Eligibility***

An employee may use annual leave to establish initial eligibility for retirement in reduction-in-force (RIF) and other restructuring situations. An employee who has received a specific notice of termination in a RIF situation may use annual leave past the date the employee would otherwise have been separated in order to establish initial eligibility for immediate retirement, including discontinued service or voluntary early retirement.

## ARTICLE XXI

### SICK LEAVE

#### Section 1 Regulation

Employees shall earn and use sick leave in accordance with 5 CFR 630, Office of Personnel Management (OPM) regulations, and applicable statutes. OPM states that an employee may use sick leave for personal medical needs, to care for a family member, to make arrangements necessitated by the death of a family member or attend the funeral of a family member, to care for a family member with a serious health condition, and/or for adoption-related purposes. Employees and supervisors should refer to the HHS Personnel Instruction 630-1 and the HHS Timekeeping Manual for specific instructions on requesting, documenting, and approving/disapproving sick leave.

There are no limits on the amount of sick leave that can be accumulated.

#### Section 2 Self-Certification

Employees can self-certify reasons for sick leave absences. The supervisor may require the employee to furnish a medical certificate under the following circumstances:

- (a) the employee will be or has been absent in excess of three (3) days or for a lesser period when a justifiable reason exists or,
- (b) there is a discernible pattern of unannounced sick leave absence or there is other reasonable evidence that the employee has abused sick leave privileges within the previous 6-months period and/or,
- (c) the supervisor has counseled the employee in respect to the use of his 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.

#### Section 3 Denial

Any denial of a sick leave request will be justified in writing.

## ARTICLE XXII

### FAMILY AND MEDICAL LEAVE ACT (FMLA)

The procedures stated below are based on interpretation of the laws, regulations, guidelines, rules, etc. However, in situations where the procedures stated here are different or are in conflict, then the laws, regulations, guidelines, rules, etc., will supersede the content in this section of the Agreement.

#### **Section 1**

##### ***Entitlement***

According to Office of Personnel Management (OPM) Guidance and the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

- The birth of a son or daughter of the employee and the care of such son or daughter;
- The placement of a son or daughter with the employee for adoption or foster care;
- The care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position(s).

Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA. (The amount of sick leave that may be used to care for a family member is limited; see OPM Guidance on "Sick Leave to Care for a Family Member with a Serious Health Condition.") FMLA leave is in addition to other paid time off available to an employee.

#### **Section 2**

##### ***Job Benefits and Protection***

Upon return from FMLA leave, an employee must be returned to the same position or to an "equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment."

An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee share of the premiums on a current basis or pay upon return to work.

#### **Section 3**

##### ***Advance Notice and Medical Certification***

An employee must provide notice of his or her intent to take family and medical leave not less than thirty (30) days before leave is to begin or, in emergencies, as soon as is practicable. CDC may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee.

## ARTICLE XXIII

### OVERTIME/COMPENSATORY TIME

The procedures stated below are based on interpretation of the laws, regulations, guidelines, rules, etc. However, in situations where the procedures stated here are different or are in conflict, then the laws, regulations, guidelines, rules, etc., will supersede the content in this section of the Agreement.

#### **Section 1** ***Overtime***

In accordance with Office of Personnel Management (OPM) guidance, overtime pay provided under Title 5, United States Code (U.S.C.), is pay for hours of work officially ordered or approved in excess of eight (8) hours in a day or forty (40) hours in an administrative workweek. Employees and supervisors should also refer to the HHS Timekeeping Manual, the Agency's delegations of authority, and internal National Center/Office's policies/procedures for specific instructions on requesting, documenting, and approving/disapproving overtime for the purposes listed above.

Fair Labor Standards Act (FLSA)-exempt employees, as defined in 5 U.S.C. 5541(2), who work full time, part time, or intermittent tours of duty are eligible for Title 5 Overtime Pay.

For overtime pay purposes, **rate of basic pay** means the rate of pay fixed by law or administrative action for the position held by an employee, including any applicable locality payment or special rate supplement. (See definition in 5 CFR 550.103.)

For employees with rates of basic pay equal to or less than the rate of basic pay for GS-10, step 1, the overtime hourly rate is the employee's hourly rate of basic pay multiplied by 1.5.

Section 1121 of the National Defense Authorization Act for Fiscal Year 2004 (Public Law 108-136) amended the overtime pay cap provisions that apply to employees covered by 5 U.S.C. 5542(a)(2). The new overtime pay cap became effective on November 24, 2003. Under the amended 5 U.S.C. 5542(a)(2), for employees with rates of basic pay greater than the basic pay for GS-10, step 1, the overtime hourly rate is the greater of:

1. The hourly rate of basic pay for GS-10, step 1, multiplied by 1.5; or
2. The employee's hourly rate of basic pay.

These hourly overtime pay limitations do not apply to prevailing rate (wage) employees or to FLSA overtime pay.

## **Section 2**

### ***Compensatory Time***

In accordance with OPM guidance, compensatory time off is time off with pay in lieu of overtime pay for irregular or occasional overtime work, or when permitted under CDC flexible work schedule (FWS) programs, time off with pay in lieu of overtime pay for regularly scheduled or irregular or occasional overtime work. One (1) hour of compensatory time off is granted for each hour of overtime work. Employees and supervisors should also refer to the HHS Timekeeping Manual, the Agency's delegations of authority, and internal National Center/Office's policies/procedures for specific instructions on requesting, documenting, and approving/disapproving compensatory time for the purposes listed above.

Compensatory time off may be approved in lieu of overtime pay for irregular or occasional overtime work for both FLSA-exempt and -nonexempt employees who are covered by the definition of "employee" in 5 U.S.C. 5541(2). FLSA-nonexempt employees are covered by the overtime provisions of the FLSA and, as such, are entitled to overtime pay, unless the employee requests compensatory time in lieu of overtime. FLSA-exempt employees are not covered by the overtime provision of FLSA and, as such, can be offered compensatory time in lieu of overtime pay.

Compensatory time off can also be approved for a "prevailing rate employee," as defined in 5 U.S.C. 5342(2), but there is no authority to **require** that any prevailing rate (wage) employee be compensated for irregular or occasional overtime work by granting compensatory time off.

Compensatory time off may be approved (not required) in lieu of regularly scheduled overtime work only for employees, including wage employees, who are ordered to work overtime hours under FWS. [See 5 U.S.C. 6123(a)(1).]

Agencies may require that an FLSA-exempt employee [as defined in 5 U.S.C. 5541(2)] receive compensatory time off in lieu of overtime pay for irregular or occasional overtime work, but only for an FLSA-exempt employee whose rate of basic pay is above the rate for GS-10, step 1. No mandatory compensatory time off is permitted for wage employees or in lieu of FLSA overtime pay.

An FLSA-exempt employee must use accrued compensatory time off by the end of the 26th pay period after the pay period during which it was earned. An Agency may provide that an FLSA-exempt employee who (1) fails to take earned compensatory time off within 26 pay periods or (2) transfers to another Agency or separates from Federal service before the expiration of the 26-pay-period time limit:

- Receive payment for the unused compensatory time off at the overtime rate in effect when earned; or

- Forfeit the unused compensatory time off, unless failure to use the compensatory time off is due to an exigency of the service beyond the employee's control. (An FLSA-exempt employee whose earned compensatory time off would otherwise be forfeited due to an exigency of service beyond the employee's control must receive payment for the unused compensatory time off at the overtime rate in effect when earned.)

An FLSA-nonexempt employee must use accrued compensatory time off by the end of the 26th pay period after the pay period during which it was earned. If accrued compensatory time off is not used by an FLSA-nonexempt employee within 26 pay periods, or if the FLSA-nonexempt employee transfers to another Agency or separates from Federal service before the expiration of the 26-pay-period time limit, the employee must be paid for the earned compensatory time off at the overtime rate in effect when earned.

An FLSA-exempt or -nonexempt employee must be paid for compensatory time off not used by the end of the 26th pay period after the pay period during which it was earned at the overtime rate in effect when earned if the employee is unable to use the compensatory time off because of separation or placement in a leave-without-pay status (1) to perform service in the uniformed services or (2) because of an on-the-job injury with entitlement to injury compensation under 5 U.S.C. chapter 81.

### **Section 3**

#### ***Distribution of Overtime Work***

Recommending officials (immediate supervisors) must distribute overtime work in a fair and equitable manner among all employees qualified to perform the required work. In special circumstances, overtime will be based on specialized skills and productivity (this may include production and error rates). Where applicable, the most recent six (6)- month individual productivity reports will be used to create the overtime eligibility list.

The employer will maintain appropriate overtime records to show who worked or declined overtime and the date.

### **Section 4**

#### ***Travel Compensatory Time***

In accordance with OPM guidelines, compensatory time off for travel is earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable.

Compensatory time off for travel may be earned by an "employee" as defined in 5 U.S.C. 5541(2) who is employed in an "Executive Agency" as defined in 5 U.S.C. 105, without regard to whether the employee is exempt from or covered by the overtime pay provisions of the Fair Labor Standards Act of 1938, as amended.

Compensatory time off for travel may only be earned for time in a travel status when such time is not otherwise “compensable.” Compensable refers to periods of time creditable as hours of work for the purpose of determining a specific pay entitlement.

To be creditable under this provision, travel must be officially authorized. In other words, travel must be for work purposes and must be approved by an authorized CDC official or otherwise authorized under established Agency policies. For the purpose of compensatory time off for travel, time in a travel status includes:

- Time spent traveling between the official duty station and a temporary duty station;
- Time spent traveling between two temporary duty stations; and
- The “usual waiting time” preceding or interrupting such travel (e.g., waiting at an airport or train station prior to departure). The employing Agency has the sole and exclusive discretion to determine what is creditable as “usual waiting time.” An “extended” waiting period (i.e., an unusually long wait during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes) is not considered time in a travel status.

Commuting time is defined as:

- Travel outside of regular working hours between an employee’s home and a temporary duty station or transportation terminal outside the limits of his or her official duty station is considered creditable travel time. However, the Agency must deduct the employee’s normal home-to-work/work-to-home commuting time from the creditable travel time.
- Travel outside of regular working hours between a worksite and a transportation terminal is creditable travel time, and no commuting time offset applies.
- Travel outside of regular working hours to or from a transportation terminal within the limits of the employee’s official duty station is considered equivalent to commuting time and is not creditable travel time.

Compensatory time off for travel is credited and used in increments of one-tenth of an hour [six (6) minutes] or one-quarter of an hour [fifteen (15) minutes]. Employees must comply with their Agency's procedures for requesting credit within the time period required by the Agency. Employees must also comply with their Agency’s policies and procedures for scheduling and using earned compensatory time off for travel.

Compensatory time off for travel is forfeited:

- If not used by the end of the 26th pay period after the pay period during which it was earned, except for uniformed service, an on-the-job injury with entitlement to injury compensation, or due to an exigency of the service beyond the employee's control.
- Upon voluntary transfer to another Agency;
- Upon movement to a noncovered position; or
- Upon separation from the Federal Government, except for uniformed service or an on-the-job injury with entitlement to injury compensation

**Under no circumstances may an employee receive payment for unused compensatory time off for travel.**

## ARTICLE XXIV

### LEAVE WITHOUT PAY (LWOP)

Leave without pay (LWOP) is a temporary nonpay status and absence from duty that, in most cases, is granted at the employee's request. In most instances, granting LWOP is a matter of supervisory discretion for the official with the delegated authority to approve the request, which may or may not be the immediate supervisor. Employees and supervisors should also refer to applicable laws, regulations, Agency policy, and delegations of authority on leave without pay for the purposes listed above.

Employees, however, have an entitlement to LWOP in the following situations:

- The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See 5 CFR part 630, subpart L.)
- The Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service. (See 5 CFR 353.106.)
- Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.
- Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits. See OPM's guidance, "Effect of Extended Leave Without Pay (LWOP) (or Other Nonpay Status) on Federal Benefits and Programs."

## **ARTICLE XXV**

### **OTHER LEAVE PROVISIONS**

Employees may be granted Court Leave, Leave for Organ and Bone Marrow Donation, Military Leave, and/or Religious Compensatory Time in accordance with Office of Personnel Management regulations. Employees and supervisors should also refer to the HHS Personnel Instruction 630-1 and the HHS Timekeeping Manual for specific instructions on requesting, documenting, and approving/disapproving leave in the categories listed above.

## **ARTICLE XXVI**

### **EXCUSED ABSENCES/ADMINISTRATIVE LEAVE**

In accordance with Office of Personnel Management guidance and delegated authorities on granting excused absences, employees may be granted an excused absence for voting, blood donation, and/or volunteer activities. Employees and supervisors should also refer to the HHS Personnel Instruction 630-1, HHS Timekeeping Manual, and the Agency's delegations of authority for specific instructions on requesting, documenting, and approving/disapproving excused absences for the purposes listed above.

## **ARTICLE XXVII**

### **VOLUNTARY LEAVE TRANSFER PROGRAM (VLTP)**

The Voluntary Leave Transfer Program (VLTP) allows employees to transfer unused accrued annual leave to another employee who has been determined to have a medical or family medical emergency, has approved leave without pay, and has been approved as a leave recipient. To request to become a leave recipient, employees must follow the procedures outlined in the CDC policy titled, "Voluntary Leave Transfer Program," CDC-HR-2001-02. This policy describes the requirements and procedures for processing requests for VLTP within CDC.

**ARTICLE XXVIII**  
**TELEWORK PROGRAM**

**Section 1**  
***About the Program***

The Parties recognize the mutual benefits of a telework program to the Employer and its employees. Balancing work and family responsibilities, as well as meeting environmental, financial, and commuting concerns, are among its advantages. In recognizing these benefits, both Parties also acknowledge the needs of the Employer to accomplish its mission. The Telework Program will be governed by applicable laws and Government-wide rules and regulations. The CDC “Telework Policy for Civilian Employees,” CDC-HR-2003-03, was established in cooperation with the CDC Labor/Management Cooperation Council to implement a telework program across CDC. This program allows civilian employees (noncommissioned corps) to perform duties from their home or other approved work sites. Employee participation is voluntary and subject to supervisory approval. When CDC policies specifically conflict with the terms of this Agreement, the Agreement will govern.

The terms telecommuting, telecommuter, flexiplace, telework, teleworking, and teleworker are used interchangeably.

**Section 2**  
***Position Eligibility***

Upon request, Management shall provide to the Union a listing of all jobs as identified by law/policy/procedure that are eligible for telework.

**Section 3**  
***Denials***

A denial at any level of authorization requires a written justification. The Employer will provide copies of denied requests to the Union, removing all personal identifiers. For denied requests, employees have the right to share copies with their Union representative. Upon request, a list of all approved teleworkers will be provided to the Union.

**Section 4**  
***Confidentiality Requirements and Restrictions***

Employees will protect Government/Agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a, PHS 308(d), PHS 306, PHS 301(d), 42 U.S.C. 242m, 42 U.S.C. 242k, 42 U.S.C. 241, and CIPSEA.

Work including documents or files containing identifiers for persons or entities (e.g., survey participants and hospitals) cannot be removed from the official duty station, either in hard copy or through telecommunication.

Employees will take precautions to maintain confidentiality of data while teleworking and will protect all government records and data against unauthorized disclosure, access, and destruction. Employees will complete the annual Confidentiality training and certification.

## ARTICLE XXIX

### HAZARDOUS WEATHER OR OTHER EMERGENCIES

#### **Section 1**

##### ***Policy Guidance***

The parties recognize that occasionally hazardous weather conditions and/or other emergencies may necessitate an alteration in the workday for employees. When Agency policies specifically conflict with the terms of this agreement, the Agreement will govern.

#### **Section 2**

##### ***Authority***

The Employer is responsible for consulting with HHS/CDC senior Management and other appropriate agencies [i.e., Office of Personnel Management (OPM), National Institute of Environmental Health Sciences (NIEHS); Highway Patrol, Department of Transportation, or National Weather Service] to determine when weather or other environmental conditions require employees not to be present at their workplace for safety reasons.

#### **Section 3**

##### ***Notification of Reporting***

When adverse weather or environmental conditions arise prior to working hours, NCHS RTP employees are to follow the direction given to NIH/NIEHS employees in the Research Triangle Park (RTP) area. Announcements will be made via radio and television stations and/or the RTP Hot Line (919) 541-4874 notifying employees when they are not to report to work until a specific time (delayed opening) or that employees are not to report for work that day (closure). WTVD Channel 11, WRAL Channel 5, and WPTF radio AM 680 have agreed to carry announcements regarding closings or delayed openings in the RTP, N.C., area. Information pertaining to early dismissal will come directly from the Employer.

When hazardous conditions are expected, and NIEHS has not made a decision by 6:00 a.m., NCHS/RTP Management will update the RTP Hot Line as appropriate.

#### **Section 4**

##### ***Leave Status and Documenting Absences***

Whether an employee is charged leave when an emergency develops during normal work hours depends upon whether the employee is on duty or on leave at the time of dismissal. The guidelines in the OPM "Washington, DC, Area Dismissal or Closure Procedures" should be used when making determinations regarding leave during delayed arrivals, early dismissals, or closures.

## **Section 5**

### ***Impact on Alternative Work Schedules and Telework***

When there is a delayed opening, early dismissal, or nonworkday due to a disruption of Government operations, the number of hours of excused absence or unscheduled leave allowed is based on an employee's tour of duty and if the employee is on leave at the time the emergency develops. The guidelines in the OPM "Washington, DC, Area Dismissal or Closure Procedures" should be used when making determinations regarding leave during delayed arrivals, early dismissals, or closures.

The Employer may require employees (including those with disabilities) to telework during periods of disruption of Government operations, in accordance with the guidelines set forth in the OPM "Washington DC Area Dismissal or Closure Procedures" and within their telework agreement.

## **Section 6**

### ***Employees with disabilities***

- A. In emergency situations, the Employer should be aware that individuals with disabilities have specific needs. The employee may have different needs before, during, and after inclement weather depending on environmental conditions. Individual employees, even those with the same disability, may have different needs.
- B. The Employer will identify, in advance, and maintain a record of employees who are considered legally blind or dependent on wheelchairs or crutches.

Other employees considered mobility-impaired can request reasonable accommodation either orally or in writing. Employees who need reasonable accommodation are responsible for making their needs known to their supervisors and/or the Reasonable Accommodation (RA) Coordinator. The supervisor and/or the RA coordinator, in concert with the employee, should clarify the employee's needs and identify the appropriate reasonable accommodation required to meet those needs. Once approved, these employees would be added to the aforementioned record.

- C. When emergency dismissal or closure procedures are operative, those employees with disabilities (permanent or temporary) should be dismissed as early as possible, rather than at normal departure times. Supervisors should rely heavily on the feelings of employees with disabilities and be flexible when making decisions. Employees could request an alternative work schedule, telework, or leave (i.e., annual leave, credit time, or leave without pay). Excused absences may be approved within the supervisor's authority (i.e., fifty-nine (59) minutes).

## **ARTICLE XXX**

### **EMPLOYEES WITH TEMPORARY DISABLING CONDITIONS**

Employees with temporary disabling conditions will be handled in accordance with applicable laws, rules and regulations. Consistent with the mission of the Employer and depending upon the work that the employee is capable of performing, the Employer will consider the temporary assignment of an injured or otherwise incapacitated employee to such light duty that is available. In accordance with 5 CFR 339, the employee will furnish a licensed medical professional's statement describing the nature of the work the employee should not perform and stating the expected duration of the injury or temporary incapacitation. Employees recuperating from illness or injury who are temporarily unable to perform the full range of official duties may submit to their immediate supervisor a written request for a temporary assignment. A temporary assignment is not to exceed thirty (30) calendar days initially, with additional time to be considered as appropriate. The temporary assignment will be commensurate with limitations resulting from the illness or injury and may include telework and ergonomic adjustments.

## **ARTICLE XXXI**

### **PARKING**

Parking in all parking lots will be on a first come-first served basis for all CDC employees. Handicapped parking spaces will be available as provided by the property management.

## **ARTICLE XXXII**

### **WORK SPACE**

#### **Section 1**

##### ***Work Space Determination***

- A. Offices will be 100 square feet or more and cubicles will be 80 square feet or more and at least 5 feet 6 inches in height.
- B. When programs need to redefine organizational boundaries either due to growth, loss, or reorganization, Management will develop a proposed space reallocation plan if necessary. Work space location will be determined based on official organizational units identified by organizational codes. Use of any organizational unit not identified by an official organizational code must be negotiated by the Union and Management. Any requests for individuals to be placed apart from their organizational unit also must be negotiated. Every attempt will be made to have a proportionate number of window offices allotted to each organizational unit.
- C. When work space is vacated, Management will have ninety (90) days to determine whether it will be designated as a bargaining unit or nonbargaining unit work space.
  1. The determination will be based on the functions of the position. This may change based on the appointing authority used to fill the position and/or unanticipated workloads.
  2. If official FTE approval is not received within six (6) months of the work space being vacated, the work space will be available to bargaining unit employees.
  3. When a work space is designated as bargaining unit, the selection process will begin immediately, with the bargaining unit employee already in the organizational unit ranked highest on the selection criteria (see Section 2 A) having the first opportunity to select the vacant work space. If that employee declines, the employee ranked second would have the opportunity to choose the work space, and so on.

Upon request Management will provide the Union with the work space determination (bargaining unit or nonbargaining unit).

#### **Section 2**

### *Selection Criteria and Process*

- A. Bargaining unit employees will have first choice of work space designated as bargaining unit; however, this criteria may vary depending on the nature of the work, the employee's telework agreement, or employee's work schedule (i.e., Alternate Work Schedules, full time, or part time), with recognition that confidentiality is of paramount importance in this consideration. The Union and Management will negotiate the impact and implementation of any deviation from the normal work space selection process. Once the criteria is negotiated for a particular type of work space, then only Union notification is required for the same occurrence.
  
- B. Employees will select work spaces within their official organizational unit based on the following criteria:
  1. Current grade of employee. The current grade for non-GS employees will be the grade equivalent listed in their personnel records.
  2. Federal service computation date (SCD).
  3. Selections will be made from the highest grade and Federal SCD to the lowest within an organizational unit.
  4. CDC SCD (tiebreaker).
  
- C. Employees will select work spaces in rank order:
  1. Bargaining unit employees will first be ranked from the highest grade to the lowest grade. Within each grade, they will be ranked by Federal computation date. The CDC SCD will be used in case of ties.
  2. Management will provide the Union with an accurate rank order of employees in the affected unit within five (5) work days after it has been designated as a bargaining unit work space.
  3. The recruited vacancies for which there is funding, a full-time employee, and official approval will be ranked after all federal employees having the same grade as the lowest grade of the vacancy. For example, if a GS-12/13 position is being recruited, the work space for the position would be selected after all the current GS-12s in that particular organizational unit have had an opportunity to select work spaces.
  4. Employees who work two (2) days or less in the office per week will select work space after other federal workers at the same grade level have chosen their work space.

5. Nonfederal employees will not be ranked. After all federal employees have completed the work space selection process, nonfederal employees (such as contractors) will be assigned work spaces by Management.

6. Multiple moves [three (3) or more] resulting from a work space cascade (e.g., one person leaves, and multiple people want to shift work spaces) will be negotiated between the Union and Management on a case-by-case basis.

D. Work space selection for new employees:

1. When a work space is vacated and designated as bargaining unit, current bargaining unit employees in that organizational unit will immediately have an opportunity to select the work space in the rank order determined by the selection criteria.

2. Once that process is completed, the employer and the Union will determine the location of the new bargaining unit employee's work space, but if more than one bargaining unit work space is available within the organizational unit, the new employee will have an opportunity to select among the work spaces.

3. The same procedures will be followed for bargaining unit employees being reassigned to a new unit. Existing employees will have an opportunity to select among vacant work spaces using the selection process, and the reassigned employee will be placed in the work space that is vacant after the selection process is completed. The reassigned employee will have the opportunity to select among work spaces if more than one remains vacant.

4. Physical moves within units of existing, newly hired, or reassigned employees will not occur until the Union and Management have agreed on their placement.

### **Section 3**

#### ***Procedures for multiple-person moves (reorganizations and restructuring)***

The following procedures will be used when more than one employee or organizational unit are involved in a physical move.

A. When a move is proposed affecting one or more bargaining unit employees, the Union will be notified in writing at least fifteen (15) business days before the expected date of the move. Such notification will identify the employees to be moved, the estimated date of the move, and a Management point of contact whom

- the Union may call for further information. The notification will also include a proposed floor plan or layout indicating bargaining unit work spaces.
- B. The employer and the Union will jointly determine the location of bargaining unit employees with special work space needs due to medical reasons.
  - C. The employer and the Union will jointly determine the location of bargaining unit employees performing secretarial and support services to ensure placement in proximity to their supervisor or the staff they support.
  - D. All other bargaining unit employees in the organizational units will select among the bargaining unit work spaces using the selection process specified in Section 2.
  - E. Physical moves and allocation of work space will not occur until Union and Management have reached agreement on the placement plan.

#### **Section 4** ***Retention***

- A. Once work space is allocated to an employee, he or she has the right to keep that work space unless:
  - 1. There is a need to redefine organizational boundaries due to growth, loss, or major reorganization [defined as two (2) or more units being reorganized];
  - 2. There is a significant environmental or emergency issue that would adversely impact health, safety or security; or
  - 3. The employee makes a change to his or her work schedule and/or telework agreement that may make him or her ineligible to retain the work space.
- B. If any of the events occur as in Section 4, Part A, the Employer and the Union will negotiate any moves of bargaining unit employees from work spaces they have been occupying.
- C. No employee will be displaced to accommodate newly hired employees, or employees who are promoted, reassigned, detailed, or affected by any personnel action that may have a bearing on this matter.

#### **Section 5** ***Furniture***

- A. This section outlines procedures for the movement or non-movement of furniture when employees move from one work space to another. In this regard, it is important to distinguish between types of furniture. Desks, credenzas, and hutches may break when moved unless they are professionally disassembled and reassembled. This

professional disassembly and reassembly is associated with higher moving costs, and movement of such non-portable items is discouraged except in special cases (see below). All other types of office furniture (i.e., bookcases, filing cabinets, computer tables, chairs, etc.) can be moved by a laborer and can thus be designated as portable.

- B. Movement of non-portable items may be allowed in special circumstances, such as for ergonomic or health reasons. If employees have received special furniture to accommodate their physical characteristics or medical concerns, these pieces may be moved. Management should use a criterion of reasonableness in considering these types of requests. If Management feels that a request is unreasonable, the employee may be asked to provide medical documentation in order for his or her request to move forward.
  
- C. Employees may move portable pieces of furniture to the new work space. However, in allowing pieces of furniture to move, the intention is to allow persons moving from one work space to another to exchange pieces of furniture between the old and new work spaces. In no cases can the employee's old work space be stripped of furniture, but it must be left with the furniture needed to accommodate the next employee who moves into that work space.

**ARTICLE XXXIII**  
**GRIEVANCE PROCEDURE**

**Section 1**

***General Principles and Provisions***

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

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 4 of the Article.

By mutual agreement, the Parties may use the grievance mediation process under the auspices of the Federal Mediation and Conciliation Service (FMCS). Any fees charged by FMCS will be shared equally by the Parties.

**Section 2**

***Definition***

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

- a. By any employee concerning any matter relating to the employment of any employee;
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:
  - i. The effect or interpretation or a claim of breach of a collective bargaining agreement; or
  - ii. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3**

***Exclusions***

Complaints about the following matters are not considered grievances for the purpose of this Agreement and are specifically excluded from this grievance procedure:

- a. Claimed violations of Subchapter III of Chapter 13 of Public Law 95-454 (relating to prohibited political activities);

- b. Any complaint concerning retirement, life insurance, or health insurance;
- c. Suspension or removal under 5 U.S.C. 7532 (concerning national security);
- d. Any examination, certification, or appointment;
- e. The classification of any position that does not result in the reduction in grade or pay of an employee; or
- f. To the extent that such matters are provided for by Federal statute.

#### **Section 4**

##### ***Choice of Procedures***

- A. A complaint concerning actions defined in 5 U.S.C. 4303 (removal or reduction in grade based upon unacceptable performance) and 5 U.S.C. 7512 (removal, suspension for more than fourteen (14) days, reduction in grade or pay, or furlough for thirty (30) days or less for such cause as will promote the efficiency of the service) may be raised under only one of the following procedures:
  - 1. By invoking the arbitration procedure provided by in this Agreement, with the concurrence of the Union;
  - 2. By filing a timely appeal with the Federal Merit Systems Protection Board (MSPB) under the applicable regulatory procedure; or
  - 3. By filing a formal complaint of discrimination under the applicable Equal Employment Opportunity process.
- B. For the purpose of this Section and pursuant to Public Law 454, Title VII, Subpart F, Chapter 71, Subchapter III, Section 7121(e)(1), an employee shall be deemed to have exercised his or 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 5**

##### ***Alternative Dispute Resolution***

Prior to proceeding with the formal grievance process, the employee may opt to use Alternative Dispute Resolution (ADR). If the ADR attempt is unsuccessful, the employee then has five (5) work days after receiving the ADR to file a formal written grievance and follow the remaining steps in the grievance procedure.

## **Section 6**

### ***Steps and Time Limits***

- A. The first step of a grievance is usually the immediate supervisor. In presenting a grievance, the grievant(s) shall state that the grievance procedure is being invoked. He or she shall identify the facts giving rise to the grievance, the Agreement provisions that it is claimed were violated, and the relief requested. The employee may represent himself or herself or may be represented by a Union official; however, if the employee chooses to represent himself or herself, the Union is entitled to be present.
- B. The final step in the grievance procedure shall be an appeal to the CDC Director or his or her designee. 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. The grievance shall first be submitted in writing to the immediate supervisor within fifteen (15) calendar days of the incident leading to the grievance. The supervisor shall give his or her decision in writing within fifteen (15) calendar days after receipt. The decision will include the name of the Management official to receive the grievance at the next step. Employees and supervisors have fifteen (15) calendar-day deadlines at subsequent steps to respond in writing. The decision of the CDC Director, or designee, is final, subject to arbitration if invoked as outlined in the Arbitration Article.
- C. If the basis of the Union's grievance is an action or decision of an CDC 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 that 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 employees' grievance.
- D. Any time limits stipulated in the above 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.

## ARTICLE XXXIV

### ARBITRATION

#### **Section 1**

##### ***Invocation of Arbitration***

If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within thirty (30) calendar days after issuance of the Employer's final decision, shall be submitted to arbitration.

#### **Section 2**

##### ***Selection of Arbitrators***

- A. Within 15 calendar days from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators. The Parties shall meet within fifteen (15) calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.
- B. The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:
  - (a) Either Party refuses to participate in the selection of an arbitrator; or
  - (b) Upon inaction or undue delay on the part of either Party.

#### **Section 3**

##### ***Issues Submitted***

If the 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 4**

##### ***Participants and Associated Approvals***

The arbitration hearing will be held on the Employer's premises during the regular day-shift hours of the basic workweek. All participants in the hearing shall be in a duty status; however, work schedules should be adjusted to accommodate the time of the hearing.

## **Section 5**

### ***Timeliness of Decisions***

The arbitrator will be requested to render his or her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit. Any questions concerning the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement.

## **Section 6**

### ***Arbitrator's Award***

The arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

## **Section 7**

### ***Arbitration over Performance Appraisal***

In any arbitration where the grievant is contesting his or her performance appraisal, the following will apply as to the burden of proof. Where the employee challenges a final rating of record of Unacceptable, the burden of proof will be on the Employer in any arbitration to establish that the rating was proper.

## **Section 8**

### ***Arbitration Hearing***

The Parties may, by mutual agreement, agree to stipulate the facts and the issues in a particular case directly to an arbitrator for decision without a formal hearing.

## **Section 9**

### ***Arbitrator's Authority***

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

## **Section 10**

### ***Arbitration Transcripts and Fees***

The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by both Parties. If the parties mutually agree that a verbatim transcript is required, the cost will be shared equally. The arbitrator and each of the parties will be provided with a copy. If either Party unilaterally requests that a verbatim transcript be made, that Party will bear the total cost. The other Party may subsequently acquire a copy from the

custodial Party by paying a proportionate share of the cost. Verbatim transcripts must be prepared by a qualified court reporter.

**Section 11**

***Disputes Over Arbitrability of an Issue***

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 (2) days.

## ARTICLE XXXV

### DISCIPLINARY AND ADVERSE ACTIONS

#### **Section 1**

##### ***General***

The Parties agree that discipline is the responsibility of Management and that the primary purpose of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. Supervisors are obligated to act when the determination has been made that discipline is in order. The Employer will ensure that such discussions will be done in private.

The parties further agree to the concept of progressive discipline, except in cases of egregious conduct, and that disciplinary/adverse actions shall be taken only for just cause. Discipline related to off-duty misconduct should have a clear nexus to the efficiency of the service, except for Federal offenses, which have an established statutory nexus. Discipline will be administered in a fair and timely manner, and penalties imposed will be appropriate for the nature of the offense.

#### **Section 2**

##### ***Policies and Procedures***

Disciplinary and adverse actions will only be taken for just and sufficient cause and will be in accordance with Government laws, rules, or regulations (including Office of Personnel Management and Agency regulations.)

#### **Section 3**

##### ***Weingarten Rights***

The Employer agrees that during an investigation, an employee may request that his or her Union representative be present if the employee has reason to believe disciplinary action could result from the interview (5 USC 7114).

#### **Section 4**

##### ***Reviewing Materials***

An employee will be afforded the right to review the material relied on for the proposed adverse/disciplinary action. Upon request, copies of documents will be provided to the employee. Materials sanitized to comply with the Privacy Act or other laws or regulations may be used to satisfy this disclosure/discovery requirement. Any material considered to be undisclosable/nondiscoverable may not be used as material relied on to support an action. Copies of material relied upon for the proposed action may be released to the Union, in accordance with this article, with written authorization by the employee.

#### **Section 5**

### ***Grievance***

When the employee does not elect to have the Union represent him or her, the Union will be permitted to have an observer present at the adverse action hearing without charge to leave. If the employee who requested the hearing objects to the attendance of an observer on grounds of privacy, the examiner will determine the validity of the objection and make the decision on the question of attendance.

### **Section 6**

#### ***Privacy in Serving a Warrant or Subpoena***

If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent possible.

## **APPENDIX A - DEFINITIONS**

**Agency** - Any executive agency or military department (as defined in 5 U.S.C. 105 and 102, respectively), the Government Printing Office, and the Library of Congress. For the purposes of this document Agency is Department of Health and Human Services, HHS.

**Alternative Work Schedules (AWS)** - Schedules other than the standard, fixed eight and one-half (8½) hour tour of duty, Monday through Friday, including Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS).

**Arrival Band** - The time band during which an employee must start his or her workday.

**Bargaining, Collective Bargaining Agreement, and Exclusive Representative** - The Collective se terms have the same meanings given in 5 U.S.C. 7103(a)(12), (8), and (16), respectively, in the case of any unit covered by chapter 71 of title 5, United States Code. In the case of any other unit, the definition of these terms corresponds to those applicable under the personnel system covering that unit.

**Basic Work Requirement** - The number of hours, excluding overtime hours, an employee is required to work or otherwise account for by leave, credit hours, holiday hours, excused absence, compensatory time off, LWOP, or time off earned as an award. The basic work requirement for full-time employees is eighty (80) hours per biweekly pay period. The work requirement for part-time employees is the number of hours the employee must be present in a biweekly pay period.

**Basic Work Week** - The basic workweek normally consists of five (5) eight (8)-hour days, Monday through Friday, or a permanent part-time schedule established by the Employer within its established administrative week.

**Biweekly Pay Period** - The 2-week period for which an employee is scheduled to perform work.

**Center** - For the purposes of this document, Center is Centers for Disease Control and Prevention (CDC)

**Compressed Work Schedules (CWS)** - Fixed schedules that allow employees to complete the basic work requirement within arrival and departure bands in fewer than ten (10) days in a pay period. Employees on approved CWS are not permitted to earn credit hours.

**Core Hours** - The time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by an AWS is required by the Agency to be present for work or on approved leave. Core hours do not apply on an employee's regular day(s) off under an approved FWS or for workdays fewer than eight (8) hours in duration as part of a part-time FWS or CWS.

**Credit Hours** - Those hours within the arrival and departure bands of an FWS that, with advance supervisory approval, an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday.

**Departure Band** - The time band during which an employee must complete his or her workday.

**Employee** - Has the meaning given that term in 5 U.S.C. 2105.

**Flexible Work Schedules (FWS)** - Variations of the traditional fixed work schedule that permit employees to vary their arrival and departure times within the arrival and departure bands. All FWSs consist of workdays with core hours and arrival/departure bands.

**Flexi-time** - This schedule allows employees to vary their daily arrival and departure times within the established arrival and departure bands. The basic workweek requirement is eight (8) hours per day, forty (40) hours per week, and eighty (80) hours in a biweekly pay period.

**Flexi-tour** - This schedule contains core hours on each workday in the biweekly pay period, in which a full-time employee has a basic work requirement of eight (8) hours per day (plus one-half (½)-hour official lunch), forty (40) hours per week, and eighty (80) hours per biweekly pay period. The employee selects arrival and departure times within the arrival and departure bands. Once approved, this becomes the employee's fixed tour of duty. Prior supervisory approval is required to change this tour of duty. Employees must be at work or on approved leave during core hours. With prior supervisory approval, credit hours may be earned and used.

**Lunch Schedule** - The time during which employees must take a lunch period. Employees must take a lunch period and may not "save" any part of the lunch period to leave early or to extend subsequent lunch periods. With supervisory approval, employees on a Flexi-time schedule may extend their lunch periods within the lunch band up to an additional 2 hours and add the extra time at the end of the day. For example, an employee can begin work at 8:00 a.m.; take a 1½- hour lunch (or personal) break, and end work at 5:30 p.m.

**Maxi-flex** - This schedule allows employees to earn credit hours and vary their daily arrival times within the established arrival and departure bands. The basic work requirement is eighty (80) hours per biweekly pay period, which may be met on eight (8), nine (9), or ten (10) days in a pay period. Employees must work between eight (8) and ten (10) hours each scheduled workday. Employees will specify any nonworkday(s) they will not work.

**Organization** - An entity within an agency that is headed by an official with the authority to establish tours of duty.

**Overtime Hours** - In accordance with Office of Personnel Management (OPM) guidance, overtime pay provided under Title 5, United States Code (U.S.C.), is pay for hours of work officially ordered or approved in excess of eight (8) hours in a day or forty (40) hours in an administrative workweek.

**Prevailing Rate Employee** - Defined in 5 U.S.C. 5342(2). These employees are also known as Federal wage employees.

**Reassignment** - The change of an employee from one position to another without promotion or change to lower grade. Reassignment includes: (1) movement to a position in a new occupational series, or to another position in the same series; (2) assignment to a position that has been redescribed due to the introduction of a new or revised classification or job grading standard; (3) assignment to a position that has been redescribed as a result of a position review; and (4) movement to a position at the same grade but with a change in salary that is the result of different local prevailing wage rates or a different locality payment.

**Tour of Duty** - The limits within which an employee must complete his or her basic work requirement.

**Weingarten Meetings** - Under 5USC 4114(a)(2)(A)(B) provides that an exclusive representative shall be given the opportunity to be represented at any examination of an employee by a representative of the agency in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action and the employee requests representation. To trigger the Weingarten right, four elements must be met: 1) an examination of a bargaining unit employee by an agency representative; 2) the examination must occur in connection with an investigation; 3) the employee must reasonably believe that the examination may result in discipline; 4) the employee must request representation. When a valid request for representation has been made, the agency has the choice to: 1) grant the request; 2) discontinue the interview; or 3) offer the employee the choice to continue the interview without representation or have no interview at all.

**Work Unit** - An entity located in one place with a specific mission, with homogeneous procedures or technology, and headed by a supervisor or manager authorized to approve time and attendance reports and approve leave.

APPENDIX B – OFFICIAL TIME FORM

**AFGE, Local 2923 (RTP) OFFICIAL TIME FORM**

**I request to use official time for the following purpose (check one):**

<p><b><u>Category 1. Term Negotiations</u></b></p> <p><input type="checkbox"/> A. To prepare for negotiating a collective bargaining agreement</p> <p><input type="checkbox"/> B. To negotiate a collective bargaining agreement</p> <p><b><u>Category 3. Dispute Resolution</u></b></p> <p><input type="checkbox"/> A. Process Grievances (including arbitrations)</p> <p><input type="checkbox"/> B. Process Appeals (e.g. MSPB, FLRA, EEOC, Court)</p> <p><input type="checkbox"/> C. Other (i.e. Meeting between Union Steward, Employee, and/or Management to resolve an issue before it becomes formal)</p>	<p><b><u>Category 2. Mid-Term Negotiations</u></b></p> <p><input type="checkbox"/> A. Negotiating during the life of the terms of the collective bargaining agreement</p> <p><b><u>Category 4. General Labor-Management Relation</u></b></p> <p><input type="checkbox"/> A. Meetings between the union &amp; management to discuss conditions of employment</p> <p><input type="checkbox"/> B. Local Cooperation Council (LCC)</p> <p><input type="checkbox"/> C. Labor-Management Cooperation Council (LMCC)</p> <p><input type="checkbox"/> D. Labor relations training for union representatives</p> <p><input type="checkbox"/> E. Union participation in formal meetings and investigative interviews</p>
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Union Representative's Name: _____	Date Submitted: ___/___/___
Organization: _____	
Estimated Hours Needed: _____	Estimated Return Time: _____
Time requested will be used on: ___/___/___ at ___ am/pm	

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**TO BE COMPLETED BY UNION REPRESENTATIVE'S SUPERVISOR**

Approved     Disapproved    Supervisor's Signature/Date: \_\_\_\_\_

Approval shall be granted for official time unless the supervisor determines that compelling work-related circumstances prevail to preclude the union representative from leaving their official duties. If disapproved, state the reason(s) and approximate date and time it can be approved:

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*\*Supervisor, return completed form to Union Representative immediately after signing.\*\***

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**TO BE COMPLETED BY UNION REPRESENTATIVE**

Official Time Started: _____ am/pm	Official Time Ended: _____ am/pm	Total Hours: _____
Location of Meeting: _____		
Union Representative's Signature/Date: _____		

Once form is completed, the Supervisor should provide the original completed form to the Collective Bargaining Official (CBO).

Date Revised 01/29/2010

APPENDIX C – WORK SCHEDULE LIMITATION FORM

**Work Schedule Limitation Form**

**EMPLOYEE INFORMATION**

Employee Name:

Position Title:  Series:  Grade:

Manager Name:

**TELEWORK DETAILS**

Date of meeting

Position is:

- is eligible for Telework
- is not eligible for Telework
- is eligible for Telework after  months

**WORK SCHEDULE LIMITATION DETAILS**

Does Position have Work Schedule Limitations?  Yes  No

If Yes, Please specify limitation:

**SIGNATURES**

Please verify that the checked box represents your discussion as this is a supporting document, which affirms discussion between the signed parties.

Employee Signature: \_\_\_\_\_ Date:

Manager Signature: \_\_\_\_\_ Date:

*Date created: 07/2013*