Collective Bargaining Agreement

Between

The Centers for Disease Control and Prevention

And

Local 2883 of the American Federation of Government Employees

Effective date of this Agreement: August 16, 2013

U.S. Department of Health and Human Services
Centers for Disease Control and Prevention
Atlanta, Georgia 30333

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Preamble

The Centers for Disease Control and Prevention (CDC), hereinafter referred to as the Employer, and the American Federation of Government Employees (AFGE) Local 2883, hereinafter referred to as the Union, and collectively as the Parties, agree pursuant to the Federal Service Labor-Management Relations Statute, 5 USC 71, that collective bargaining is in the public interest.

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

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

The parties mutually recognize that the President along with the Congress of the United States has expressed public policy concerning labor relations in the Federal government as follows: "...the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and their Employers involving conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government" (5 USC 71).

The Parties further agree that employee participation should be improved through the maintenance of constructive and cooperative relationships among AFGE Local 2883, CDC management officials, and employees. With this principle in mind, the Parties agree that a spirit of cooperation is advantageous to all concerned.

Subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the rights and obligations of both Parties.

With the above in mind, the Parties enter into this Agreement.

Article 1. Parties to the Agreement and Definition of the Unit

1.1 Parties to the Agreement

This Agreement is made and entered into, by, and between CDC and AFGE Local 2883.

1.2 Bargaining Unit Inclusions and Exclusions

The Employer recognizes the Union as the Exclusive Representative for employees of CDC that are included in the bargaining unit (BU) for AFGE Local 2883. Included in Local 2883's BU are all employees of CDC in the Atlanta metropolitan area and Miami Quarantine Station, Miami, Florida,

including temporary employees with appointments of 90 days or more. Excluded from Local 2883's BU are all employees exclusively represented in other BUs, all professional employees, supervisors, management officials, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

1.3 Applicability

This agreement is applicable only to employees and positions in the above described unit of recognition.

1.4 Controlling Provisions

- The Employer shall designate by the appropriate code on the SF-50, "Notification of Personnel Action," any position excluded from the BU, and will supply a list of positions excluded from the unit upon request. The list will show the job series, grade, position number, admin code, and the name of the employee currently filling that position. Upon the Union's request, the Employer will additionally provide a copy of the position description and the basis or rationale for excluding the position from the BU. Challenges of any position excluded from the BU shall be reviewed with the Employer prior to formal request for clarification.

- The terms of this collective bargaining agreement supersede any past practice in these areas.

Article 2. Bargaining and Negotiations—General Provisions

2.1 Matters Appropriate for Negotiation and Consultation

Matters appropriate for negotiation and consultation are those involving the implementation of personnel policies, practices, or procedures affecting working conditions of employees in the BU, so far as is appropriate under applicable laws and regulations, provided that those matters are not covered by other articles of this Agreement. If the Employer proposes to make more than a minimal change in conditions of employment affecting working conditions of BU employees (BUEs) pursuant to an exercise of management rights, the Employer shall notify the Union and bargain at the Union's request over procedures and arrangements. In assessing whether the effect of a change in conditions of employment is more than minimal, the Employer must look to the nature and extent of either the effect or the reasonably foreseeable effect of the change on BUEs.

2.2 Implementation of Laws, Regulations, and Other Requirements

The parties agree that they are bound by existing and future laws, statutes, government-wide regulations, Executive Orders and Agency-wide regulations that are not in conflict with the terms of this agreement. If the Employer wishes to implement laws, statutes, or Executive Orders in the future that are in conflict with this agreement, the Union must be given appropriate notice and an opportunity to bargain on the impact and implementation. Future policies, regulations, etc.—that is, anything other than laws, statutes, or Executive Orders—that **are** in conflict with this agreement will not be implemented until bargaining has been completed.

2.3 Matters Not Covered by This Agreement

This agreement does not alter the responsibility of either party to meet with the other to discuss appropriate matters not covered by this agreement.

2.4 Union Notification and Response

The Employer will notify the Union as far in advance as possible of any planned change, deletion, or addition to personnel policies, practices, and matters affecting working conditions and shall provide a copy of all known details of the contemplated action. To the extent possible, the Union shall be given 10 workdays to review and respond to the proposal. The Employer will review the Union proposal and within 5 workdays meet with the Union to negotiate the implementation of the planned action, if the Union requests negotiation. At the option of either party, an extension of 10 additional workdays will be provided to respond to the notice or for time to meet.

2.5 Employee Notification and Formal Discussions

Upon completion of required bargaining, management will notify affected employees in writing, and the Union will be given a copy of the written notifications. If appropriate, an all hands meeting will be utilized in addition to the written notifications and the Union will be invited to provide representation at the formal discussion. The Union will be notified of the date and time of the formal discussion at least 5 workdays in advance. The notification will be sent by email to all current officers of the local.

Article 3. Midterm Bargaining Criteria and Procedures

3.1 Initiation of Bargaining

To the extent permitted by law, the Parties may initiate mid-term bargaining by proposing negotiable changes in conditions of employment during the term of this Agreement concerning matters not covered by this or any other negotiated agreement between the Parties, and provided that such matters do not relate to matters over which the Union has waived its right to bargain during the negotiation of this Agreement.

3.2 Criteria for Midterm Bargaining

Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party which are either newly formulated, or changes to established personnel policies and practices during the term of this agreement, which affect the working conditions of BUEs.

3.3 Procedures for Negotiating During the Term of the Agreement

3.3.1 Notice of proposed change

Either Party may propose changes in conditions of employment during the life of the Agreement that are not already specifically covered by the Agreement. The initiating Party will provide the other Party with reasonable advance written notice, not less than 10 workdays prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:

- The nature and scope of the proposed change;
- A description of the change;
- An explanation of why the proposed change is necessary;

- An explanation of the initiating Party's plans for implementing this change;
- The proposed implementation date.

3.3.2 Review and response

The receiving Party will review the proposal and may respond to the initiating party in one of the following ways:

- If the receiving Party wishes additional information or an explanation of the proposal, that Party may, within ten (10) working days of receipt of the notice, make a written request for a briefing by the initiating Party, and/or for additional information, in writing, in order to clarify or determine the impact of the proposed change; or
- If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a demand to bargain and written proposals within ten (10) working days of receipt of the notice (or receipt of any requested briefing or information, whichever is later).

3.3.3 Agreement to negotiate

- Upon request by the receiving Party, the Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement. Following the request to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than ten (10) working days from the receipt of the receiving Party's request, or ten (10) working days before the proposed implementation date, whichever is earlier. Implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.
- Proposals should be sent in advance of the negotiations. At the option of either party, an extension of 10 additional workdays will be provided to submit proposals.
- If the receiving Party has not responded to the initiating party within the prescribed time frames, the proposed changes in conditions of employment will be implemented on the proposed effective date.

3.4 Ground Rules for Midterm Bargaining

The following ground rules apply to all mid-term bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 USC Chapter 71. These ground rules are intended to supplement the procedure set forth in this Agreement, and may only be changed by mutual consent.

- Briefing Sessions. Either Party may request a briefing session to explore or explain the change and its impact on unit employees. This session may be scheduled in advance of the start of actual negotiations, or as a part of the time allotted for bargaining.
- Arrangements. Negotiations will be held in a suitable meeting room provided by the Employer at a mutually agreed upon site. The Employer will furnish the Union negotiating team with a caucus room, such as a conference room or other private meeting space which is in close proximity to the negotiation room.
- The Employer will provide the Union negotiating team with customary and routine office equipment, supplies, and services, including but not limited to computer(s) with Internet access, telephone(s), desks and/or tables and chairs, office supplies, and access to at least one printer and one photocopier.
- The starting date and the daily schedule for negotiations will be established by the Chief Negotiators.

- Alternates may substitute for committee members. Such alternates will be entrusted with the right to speak for and to bind the members for whom they substitute.
- During negotiations, the Chief Negotiator for each Party will signify agreement on each section by initialing a printed copy of the agreed-upon section. The Chief Negotiator for each Party will retain his/her copies and will initial the other Party's copy. This will not preclude the Parties from reconsidering or revising an agreed-upon section prior to the completion of negotiations. However, it is understood that unless the Parties mutually agree to reconsider or revise a section that is already agreed upon, neither Party will require a change to be made without a compelling need to do so, such as to address an issue that could be detrimental to either employees or management.
- It is agreed that either team may request a caucus, and may leave the negotiation room to caucus at a suitable site provided by the Employer. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.
- The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 U.S.C. Chapter 71 and implementing regulations. This will not serve as a bar to the Parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.
- Each Party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator/Chief Spokesperson who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective Party.
- The Union will be authorized at least the same number of Union representatives on official time as the Employer has representatives at the negotiation table, however not less than three (3) representatives. The designated Union negotiators will be on duty time for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties during negotiations. Reasonable official time will be granted for preparation time and time spent developing and drafting proposals.
- If any proposal is claimed to be non-negotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 5 working days from when the proposal is declared to be negotiable or the claim that the proposal is nonnegotiable is withdrawn. Nothing in this section will preclude the right of judicial appeal.
- This procedure does not preclude the Parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations.
- Any provisions disapproved during Agency-head review may be referred to the Federal Labor Relations Authority (FLRA) by the Union. Any provision held within the scope of bargaining will be incorporated into the Agreement. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Agency's determination that the Union's proposal is outside the scope of bargaining.
- All timeframes in these ground rules may be modified by mutual consent.
- The Employer will pay local travel expenses as appropriate for Union negotiators whose normal work site is at a location other than that of the negotiations, subject to the provisions in Article 7, Section 7.3.
- Absent mutual agreement, the alternate work schedules and telework schedules of the Parties will be converted to regular tours of duty (i.e., Monday through Friday) and work hours adjusted according to the agreed-upon hours of negotiations.
- No official transcript or electronic recordings will be made during the negotiations; however, each Party may designate a note taker to keep notes and records during the sessions.

- Observers and subject matter experts shall be permitted in negotiating sessions only by the mutual consent of the Parties.
- The Union and the Employer will incorporate any agreement into a Memorandum of Understanding (MOU), and each party will sign the MOU. Each MOU will contain a provision indicating an effective date and if applicable, an expiration date. Any MOU will be subject to re-opening upon expiration or renewal of the collective bargaining agreement.
- At the beginning of bargaining, the Parties may notify the appropriate Federal Mediation and Conciliation Service (FMCS) office in each instance of an ongoing matter subject to this process. Either Party has the right to request the assistance of an FMCS mediator at the appropriate FMCS office at any time during bargaining. It is understood that a Party will not request FMCS intervention unless it has a basis to believe that bilateral efforts between the Parties will not result in an agreement in a timely manner. The requesting Party should notify the other Party of its intention to request FMCS assistance. If the Parties mutually agree to request FMCS assistance, the cost of the services of the mediator, if any, shall be shared equally by the Parties.

3.5 Waivers of Rights

Nothing in this Agreement shall be deemed to waive either Party's statutory rights unless such waiver is clear and unmistakable.

Article 4. Management's Rights

The management of CDC retains sole authority:

- To determine the mission, budget, organizations, number of employees, and internal security practices of CDC; and

- In accordance with applicable laws, to hire, assign, direct, layoff, and retain employees in CDC, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which CDC operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and to take whatever actions may be necessary to carry out the CDC's mission during emergencies.

Article 5. Employees' Rights

5.1 Rights Concerning Labor Organizations

Employees have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity and each employee shall be protected in the exercise of this right. Such rights include the right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment affecting working conditions through representatives chosen by employees under the Statute.

The right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. The Employer shall ensure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a labor organization.

The rights described in this Article do not extend to participation in the management of a labor organization or acting as a representative of such organization by non-BUEs when such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

It is agreed that nothing in the Agreement shall require an employee to become or to remain a member of a labor organization. See Article 9 regarding dues.

5.2 Raising Matters of Concern

Any employee can bring matters of concern to the attention of appropriate official(s) of the Employer without fear of reprisal, retaliation, or discrimination, in accordance with applicable policies, regulations, and laws. Matters brought to the attention of appropriate official(s) of the Employer shall be held in confidence in accordance with applicable policies, regulations, and laws.

5.3 Union Representation in an Investigatory Interview—Weingarten Rights

Employees have the right to have a Union representative present at any examination, inquiry, or investigation by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.

If the supervisor or manager conducting the examination, inquiry or investigation denies an employee's request for Union representation, the employee may request written documentation of the denial and assurance that disciplinary action will not be taken. If such documentation is requested, it will be provided. Additionally, it is understood that employees have the right to contact a Union representative at any time to notify the Union that representation has been requested.

5.4 Compliance with Management Instructions

No employee will be disciplined or retaliated against solely as a result of carrying out lawful instructions of any manager or supervisor in the established chain of supervision. An employee does not have the unrestricted right to disregard an order merely because there is substantial reason to believe that the order is not proper. The employee must first comply with the order and then file a complaint or grievance, except in certain limited circumstances, such as situations where obedience would place the employee in a clearly dangerous situation, or when complying with the order would cause the employee irreparable harm or the surrender of constitutional rights.

5.5 Participation in Voluntary Activities

Employee participation in the Combined Federal Campaign, blood drives, and other solicitations shall be voluntary. Encouragement to participate will be directed to all employees subject to the solicitation. There will be no coercion or intimidation to compel employees to participate.

5.6 Private Employee Matters

The Employer agrees that it will not take any disciplinary action against any employee on the basis of conduct which does not adversely affect the performance of the employee, the performance of another employee, or which does not otherwise reflect adversely upon the Employer. The Employer recognizes that results of certain civil actions concerning an employee are private matters unless the basis for litigation or issue in dispute reflects adversely upon the Employer.

The Employer recognizes that an employee's financial obligations or obligations alleged by any creditor are private matters. In the event a dispute between two employees concerning a personal loan between them becomes argumentative or otherwise disturbs the work environment, the Employer agrees not to use the "loan" as a "cause of action" for any disciplinary or corrective action it may or may not take. In the event of a dispute between an employee and any individual or organization outside the CDC organization or workplace, concerning an actual or alleged debt or financial obligation, the Employer will take no action against said employee unless the debt or obligation is imposed by law or directed by a court of competent jurisdiction. Nothing in this Section shall prevent any employee from requesting information or financial counseling services from the counseling programs presently established for employees at CDC.

If the employee is to be served with a warrant or subpoena, the Employer will make reasonable efforts to assure that it is done in private whenever possible.

Unless ordered by a court of competent jurisdiction or other appropriate authority, the Employer agrees not to act as a collection agent for any debt owed by an employee.

5.7 Personal Service Work

No employee shall be required to do any work of a personal service nature (including but not limited to, such items as: making coffee, running personal errands, picking up laundry or other personal items, making lunch or dinner reservations, emptying garbage, cleaning an office, etc.) for any other employee and/or supervisor, which is in no way related to the normal duties of his or her position.

5.8 Office Moves

In the event of an office move, each employee normally will be responsible for packing and organizing his or her own personal belongings. The Employer will be responsible for providing assistance to employees with packing, moving, and unpacking work station items such as files, books, furniture, equipment, unless packing, moving, and unpacking such items is part of the employee's job duties as specified in the position description. Unless specifically provided for in his or her position description, no employee will be required to be responsible for packing, moving, or unpacking another employee's and/or his or her supervisor's work station. The arrangement of said personal work station will be at the employee's discretion as long as it does not violate Agency policy. Personal work station property does not include items of furniture or equipment. If the move takes place during normal work hours, administrative leave may be granted for employees whose duties cannot be performed until the move is completed.

5.9 Personal Communications and Information

The Union and the Employer acknowledge that employees should not receive personal mail at work. If, however, mail received at the work place by an employee is clearly identifiable as personal, it will not be opened by anyone other than the addressee. To avoid unwarranted disclosure of privileged or private

communications of an official nature between parties at CDC, mail addressed to an employee and marked “Sensitive - To Be Opened By Addressee Only” will not be opened by anyone other than the addressee. To avoid the unauthorized use of government facilities, the Employer and the Union agree that employees must not use the CDC official mailing address for receiving personal mail from outside sources. It is further agreed that employees will not use the CDC interoffice mail system for sending and receiving personal mail.

The parties agree that personal information covered by the Privacy Act, Rehabilitation Act, Americans With Disabilities Act Amendments Act, and similar laws, regulations, and policies shall be handled in a confidential manner and as prescribed by law, regulation, and policy and shall be divulged only to persons with an official need to know. Such information can be written or orally communicated and includes but is not limited to Leave and Earnings Statements, SF-50s, medical documentation, disciplinary or adverse actions, employee counseling, reasonable accommodation requests, performance appraisals, and compensation information including information about leave requests and pay.

5.10 Withdrawal of Resignation or Retirement Application

An employee may withdraw a resignation or retirement application at any time prior to its effective date, provided the withdrawal is communicated in writing and received by management prior to the effective date. If the employee withdraws his or her retirement or resignation in writing prior to the effective date, the request shall be rescinded and the employee shall continue to occupy his or her position of record if management has not already made a commitment to fill the position. If management has already made a commitment to fill the position, the employee shall be given a comparable position.

5.11 Official Personnel Folder

Employees will be notified when material is added to the Official Personnel Folder. Any adverse material put into an employee's Official Personnel Folder without his/her knowledge will be removed in accordance with applicable regulations. No material related to a disciplinary or adverse action will be placed in the Official Personnel Folder until after the action has been effected.

5.12 Locker Inspection

Local management shall inform an affected employee of a right to have a Union representative present (except during emergency situations) during an inspection of that employee’s locker by a CDC management official or an agent thereof.

5.13 Reasonable Accommodation

Employees with disabilities have the right to request reasonable accommodations, to have their requests processed, and to be accommodated in accordance with applicable law (e.g., Rehabilitation Act, ADAAA, Privacy Act/Freedom of Information Act), regulation (5 CFR 1614), Equal Employment Opportunity Commission (EEOC) guidance, and Agency policy. Employees also have the right to a representative of their choice (designated in writing) in matters concerning reasonable accommodation as provided by the same laws, regulations, guidance, and policy, and by the federal labor Statute.

5.14 Notice of Change in Supervision

Employees will be given official written notification showing the name of their immediate supervisor within 30 calendar days of being hired or within 5 workdays of any change in that official.

5.15 Union Representation for Formal Discussions

The parties agree that consistent with 5 USC 7114(a)(2)(A), the Union as the exclusive representative of unit employees shall be given the opportunity to be present and participate in any formal discussion between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. To the extent possible, the Employer will give the Union a minimum advance notice of 3 workdays (72 hours) to enable representation to be provided under this section.

The presence of Union representatives, if known to the Employer, will be acknowledged by the Employer at the start of such formal discussions. Union representatives will be given the opportunity to ask questions relative to the matter being discussed on behalf of the employees and may make a brief statement concerning the Union's position on the matter.

Article 6. Employee Notices

6.1 Types of Notices

The Employer and the Union agree that the Employer will send all BUEs notices as may be required, such as the annual notice of rights to Union representation and the annual notice concerning limited use of government equipment. Other notices may be sent by the Employer, or jointly by the Employer and the Union by mutual agreement, on either an annual or as-needed basis.

6.2 Procedures and Requirements

- The Union will be provided copies of the notices before or on release to the BU. Joint notices will be discussed and agreed on by both parties before release to the BU.

- The Employer will send such notices by email, post them on the CDC intranet, and include them in the new employee orientation package provided during in-processing of BUEs. The Union will post notices as it may wish to make available on official bulletin boards in locations frequented by BUEs (e.g., break rooms, cafeterias, office buildings).

- Before implementing any notice to BUEs on either a one-time or recurring basis, or before implementing a change to the content or timing of an existing notice, the Employer agrees that the Union will be notified and have a right to bargain these matters in accordance with the Midterm Bargaining article of this Agreement.

6.3 Annual Notice of Right to Union Representation

The annual notice of the right to Union representation in an investigatory interview (Weingarten Rights) will be sent during the same month each year. The notice will contain the statutory reference and language stating that BUEs have the right to Union representation for any examination of an employee in the unit by a representative of the Employer in connection with an investigation if—

- the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- the employee requests representation.

In addition, the notice will inform employees of the right of the Union, in accordance with 5 USC 7114 (a)(2)(A), to be present at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Article 7. Union Rights

7.1 Exclusive Representation of Bargaining Unit Employees

The Union is recognized by the Employer as the Exclusive Representative of BUEs. The Union is responsible for representing the interests of all employees in the BU without discrimination and without regard to labor organization membership.

7.2 Union Officers and Stewards

The Employer agrees to recognize duly elected or appointed Union officials and further agrees to recognize such officials at all CDC facilities to which employees in the BU can be assigned. The Union reserves the right to designate the Union official(s) of its choice to handle any particular case or representational issue. The Union is entitled to one steward per 100 BUEs.

Management shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 USC 71 and this agreement. Nothing in this agreement shall be construed as abrogating the Union's right to communicate with its membership, the public, public officials, elected officials, or other appropriate parties.

7.3 Reimbursement for Local Travel Expenses

The Employer will reimburse Union representatives up to a total of $1000 annually for off-site local travel to perform representational duties other than term and midterm bargaining. Reimbursement for local travel expenses for term or midterm bargaining will be negotiated as the parties deem necessary in the ground rules for negotiations. Requests for reimbursement for travel expenses will be submitted in accordance with local travel procedures, to the Employer through the Local President. Claims for the first, second, and third quarters of each fiscal year will be submitted by the last day of each quarter. Claims for the fourth quarter of each fiscal year will be submitted by September 15. Claims for any local travel expenses incurred between September 15 and September 30 will be submitted to Labor Relations as soon as possible but no later than September 30.

7.4 Access to Facilities

All Union officials including retirees and non-CDC employees will be granted access to CDC facilities while on official Union business or performing Union/representational duties, subject to security and/or other valid considerations as deemed by management. The Union shall maintain and furnish to the Employer a roster of all elected and appointed Union officials, in a timely manner, of any change thereto.

7.5 Official Time for Representational Activities

The Employer agrees to allow Union officials to use official time, without loss of pay or leave, to perform appropriate representational activities in accordance with statute, case law, this agreement, and

other applicable rules and guidelines. Union officials' use of official time will be reasonable, necessary, and in the public interest.

7.5.1 Covered representational activities

Examples of appropriate representational activities for which official time can be used include but are not limited to the following:

- researching and assisting employees with concerns regarding terms and conditions of employment, including reasonable accommodation requests;
- representing employees in grievances and appeals;
- preparing grievances and appeals of employees;
- attending formal discussions;
- representing an employee in an investigatory interview when requested by the employee [in accordance with Article 5, Section 5 and 5 USC 7114(a)(2)(B)];
- attending grievance meetings as the Union's representative when the employee is not represented by the Union;
- holding discussions initiated by the 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 (ULP) charges and complaints, and assisting employees as may be requested in Inspector General or U.S. Office of Special Counsel disclosures and complaints, to the extent that such disclosures and complaints relate to employees' terms and conditions of work;
- meeting with members of Congress and their staffs on matters relating to BU conditions of employment;
- representing employees in matters related to performance management as provided in Article 27 (Performance Management) or other sections of this Agreement or as otherwise provided by applicable law, regulation, or policy;
- up to 8 hours for preparing reports, forms, and documents required by law or regulation concerning the proper operation and administration of a labor organization;
- communicating with BUEs and gathering information on representational matters of concern; and
- consulting with management, including exchanges of views relative to formulating, changing, or implementing personnel policies and practices and working conditions, and discussing any views, objections, or suggestions before final action is taken.

7.5.2 Activities not covered

Official time shall not include time spent on internal Union business, including the following:

- attending Union meetings;
- soliciting members;
- collecting dues;
- posting notices of Union meetings;
- campaigning for elective office, distributing or posting campaign materials, or carrying out elections;
- preparing and distributing information about internal Union business; and
- soliciting grievances or complaints.

7.6 Procedures and Requirements for Use of Official Time

The following procedures and requirements apply to Union officials' use of official time under this Agreement:

- Union representatives are authorized to perform representational duties on official time irrespective of the work location, so long as the work location is approved, as with a telecommute agreement.

- Union representatives who work schedules that allow employees to earn and use credit hours may earn credit hours for time spent on representational work beyond 8 hours in a day, provided they have prior supervisory approval to do so.

- When a Union representative is initially appointed, or there is a change in his or her supervision, the supervisor and the Union representative will meet to discuss workload and performance expectations.

- No Union representative will be disadvantaged in the assessment of his/her performance based on his/her use of documented official time when conducting labor-management business authorized by this Article. However, it is understood that performance problems unrelated to the use of official time may be addressed in accordance with other relevant provisions of this Agreement. The performance of employees serving as Union representatives will be rated on the basis of Employer-assigned work consistent with the elements identified in the respective employee's performance plan.

- The Employer will not deny Union representatives opportunities for career growth and advancement due to serving in that capacity. In addition, the Employer agrees to provide meaningful work assignments consistent with their official position description.

- Union representatives shall make all reasonable efforts to request the use of official time no less than 2 workdays (minimum 16 duty hours) in advance of the time the official time is to be used. The approving official will respond to requests submitted with 2 workdays or more advance notice within 2 workdays (16 duty hours) of submittal if feasible. Lack of response within this time frame will constitute approval.

- If the official time request form (Appendix A) cannot be submitted right away, as in an emergency situation or one in which the official time form cannot be emailed or hand carried right away to the approving official, an email or phone call to the approving office can suffice as the initial notice,

provided that the form is submitted as soon as the Union official is able. If the approving official is unavailable or cannot be contacted, the Union official shall submit the request in hard copy or by email or telephone to the next higher level of supervision.

- In the event of an emergency situation where use of official time is necessary and 2 workdays advance notice cannot be provided, the official time will not be denied based solely on the lack of timely submission. The request is to be made by promptly submitting the official time form to the approving official.

- Requests for official time for authorized purposes shall be granted unless a compelling work-related reason exists that the Union representative cannot be released from his or her officially assigned duties at the time requested. When that is the case, the management official denying the official time request shall explain in detail in writing on the official time request form the compelling work-related reason precluding use of official time at the requested time, and shall confer as soon as feasible with the Union representative to designate a mutually agreeable time in the future when the official time can be used as requested.

- Before a Union representative meets with an employee:

    - Either the representative or the employee will notify the employee's supervisor of the plans to meet in relation to a matter of concern about conditions of employment, giving the planned meeting location, date, time, and estimated amount of time needed for the meeting. The Union representative will confirm that the supervisor has been notified.
    - If the supervisor of the employee has potential problems with the planned meeting date and time, the supervisor, employee, and representative will reach a mutually agreeable alternate date and time.
    - The employee will let the supervisor know when he or she leaves the work station for the meeting and also when he or she returns from the meeting to resume his or her normal duties.

- The Union representative will notify his/her supervisor after returning to the work area and provide the supervisor a completed official time form. By the last workday of each month, representatives' supervisors will ensure that a copy of all completed forms for that month have been sent to the designated Labor Relations representative.

7.7 Internal Union Business

Solicitation of membership, solicitation of dues, or other internal Union business shall not be conducted during work time of either the employees concerned or the Union representative. Deliveries of hard copy materials in secured areas shall adhere to established security policies.

7.8 Formal Discussions

The Union will be given adequate advance notice and the opportunity to be represented at all formal meetings (formal discussions) between the Employer and the employee concerning any grievance, settlement agreement, personnel policy or practices, or other general conditions of employment. Consistent with 5 USC 71, the Employer will not negotiate directly with its employees concerning matters that can be bargained on, nor will it communicate directly with employees regarding grievances, settlement agreements, personnel policies or practices, or other conditions of employment in a manner that will improperly bypass the Union under law.

7.9 Information Requests

The Employer will provide to the Union, upon request, copies of Federal personnel regulations and related regulations and guides issued by DHHS and the Atlanta Human Resources Field Office (AHRFO). Requests should be submitted in writing to the Labor Relations Office. Additional information requests under the provisions of Section 7114, Title 5 USC 7114 will be properly submitted in writing to the Labor Relations Office. The Union has the option of sending a copy of the information request to the appropriate manager.

Article 8. Union-Sponsored Training

8.1 Amount of Official Time Allowed

The Employer agrees to grant a reasonable amount of official time each calendar year of 40 hours per steward and officer to attend Union-sponsored training. Additional time may be granted on mutual agreement of the Labor Relations Officer and the Union. The subject matter of such training must be of mutual benefit to the Employer and the Union. Union representatives for whom official time has been granted to attend mutually beneficial Union-sponsored or federal agency training also shall be authorized up to 8 hours each way per approved Union representative **per event** to travel to and from the training location on official time. Additional time may be requested and authorized if warranted; at the discretion of the Labor Relations Officer.

8.2 Approval of Official Time Requests

Requests for official time for Union-sponsored training will be considered on a case by case basis. Official time for training will be approved except in cases where work requirements preclude the absence of the employee during the requested time. However, official time will not be approved for any training that relates solely to internal Union affairs. When a request for official time for training is disapproved, the reasons for such disapproval will be explained in detail on the official time documentation form.

Requests for official time should be submitted through the appropriate supervisory chain to the Labor Relations Officer at least fifteen (15) working days in advance of any request. The request must include the name(s) of the Officer(s)/Steward(s), date, time, and place of training or orientation session and the subject matters to be covered.

The Union President is responsible for providing the Labor Relations Officer with sufficient information concerning the training curriculum so that the Employer can satisfy itself that the training does indeed relate to subjects within the scope of the Labor Statute.

The official time approval/disapproval will be provided to the Union by the Labor Relations Officer within ten (10) working days of receipt of the request.

Article 9. Dues Deductions

9.1. Governing Requirements

The parties agree that the provisions of this Article are subject to and will be governed by 5 USC 71, applicable Federal rules and regulations issued by OPM and the Department, and may be modified by any future amendments thereto.

9.2. Requirements for Making Voluntary Allotments

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

- be a member in good standing of the Union;
- be an employee of the BU covered by this Agreement; and
- have a regular salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

9.3 Withholding Amounts and Schedule

The dues for which allotments may be made are the regular periodic amounts required to maintain the employee as a member in good standing of the Union. Dues will be withheld on a bi-weekly basis conforming to the regular pay period. Changes in the dues structure and amount shall be limited to no more than twice per year.

9.4 Procedures for Making Allotments

Employees will authorize voluntary allotments for payment of dues by initiating an SF-1187. The completed form will be given to a Union official who will then transmit it to Labor Relations for processing before the Union adds the new member to the Union's roster. The Union will purchase SF-1187's and make the forms available to its members as appropriate. Deductions for allotments will begin to be made for the first complete biweekly pay period following receipt by Human Resources Office / Labor Relations of the allotment form SF-1187. The employee's Social Security number will be inserted in the Identification Number block.

9.5 Procedures for Revoking Allotments

An employee may revoke his or her dues deduction on the anniversary date of the assignment by submitting a written request (SF-1188) at any time prior to that date. Subsequent requests for revocation must be made on or before December 31, to be effective the first full pay period after this date. The request should be submitted to the Human Resources Office / Labor Relations Officer. Human Resources will forward a copy to the Union Treasurer.

9.6 Termination of Allotments by Human Resources/Labor Relations

Allotments will be terminated by Human Resources/Labor Relations:

- When an employee ceases to be a member in good standing of the Union; as per notification (SF-1188) from the employee or the Union;
- If the Union loses exclusive recognition for the BU or if this Agreement is terminated; and
- If the employee is separated from CDC or is reassigned, promoted, or transferred to a position that is not included in the BU.

9.7 Voluntary Nature of Allotments

The Employer agrees to inform and educate employee members of the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked.

9.8 Receipt of Remittances and Reports

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

Article 10. Labor-Management Cooperation

10.1 Labor-Management Meetings

The parties agree that the Union will meet quarterly with the CDC Director or designee. Additionally, the parties may meet more often when there is a need to do so by mutual agreement. The purpose of these meetings will be to discuss issues related to personnel policies and practices, or other matters affecting general working conditions of employees: however, it is agreed that individual grievances will not be addressed at these meetings. A brief record of topics discussed and any agreements reached will be kept, and the Employer and the Union will be given a copy of same. Proposed agenda items will be exchanged in writing at least 5 workdays in advance to determine the need for any scheduled monthly or quarterly meeting. Copies of proposed agenda items will be submitted to the Labor Relations Office. Either party by mutual agreement may invite subject matter experts as they deem necessary.

Union and Employer representatives attending these meetings will be kept to a minimum number, normally not more than three primary and one alternate each, consistent with the subjects to be discussed. These meetings will be held on official time without charge to leave.

10.2 ULP Charges and OSHA Complaints

The Union agrees to bring incidents which may form the basis of a ULP charge or OSHA complaint to the Employer's attention.

Article 11. Equal Employment Opportunity

11.1 EEO Policies

The Employer and the Union agree to promote equal employment opportunity (EEO) to all employees, establish CDC as a model agency, and prohibit discrimination on the basis of race, color, religion, sex, (including sexual harassment, and pregnancy), age, national origin, or disability. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status and/or political affiliation as well as to the policy of prohibiting retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, and all other laws, regulations, Executive Orders, and Department policies related to unlawful discrimination.

11.2 EEO Training

The Employer agrees to make EEO-related training available to all employees annually. The training will include, but not be limited, to the following topics:

- Legal, regulatory, and Agency policy requirements related to EEO
- Roles and responsibilities of employees in the EEO process
- Benefits of ADR and its role in the EEO process
- Sexual harassment
- Reasonable accommodation
- EEO complaint process
- Harassment
- Diversity

11.3 EEO Advisory Council

The Union will be allowed to have representation on the EEO Advisory Council (EEOAC) and attend EEOAC meetings as outlined in the bylaws that govern the EEOAC dated November 23, 2009. Union representatives will have the same use of official time for EEOAC activities that is afforded to EEOAC members.

Union representatives on the EEOAC will be given access to electronic copies of all EEOAC reports and meeting minutes at the same time that access is provided to EEOAC members.

11.4 Official Time for EEO Matters

When the Union has approval from the appropriate parties to attend a BUE's EEOC hearing for training purposes, the Employer will allow the Union representative to attend the hearing on official time.

The Parties agree that reasonable time for consultation, preparation, and presentation will be afforded all employees (e.g., complainant, witnesses, employee representatives) involved in the various stages of the EEO process as outlined in applicable laws and regulations.

11.5 Union Requests for EEO Information

The Union will be provided with EEO related information upon written request, provided that it does not violate confidentiality.

Article 12. Reasonable Accommodation for Employees with Disabilities

12.1 Reasonable Accommodation Policy

The parties agree that in accordance with applicable federal law, the Employer will provide reasonable accommodations to an otherwise qualified individual with a disability. All requests for reasonable accommodation shall be processed in accordance with applicable laws (e.g., Rehabilitation Act, ADAAA, Privacy Act/Freedom of Information Act), regulation (e.g., 29 CFR 1630), EEOC guidance, and CDC policy.

12.2 Making Reasonable Accommodation Requests

The only requirement for an employee to make a reasonable accommodation request is for the employee or his or her representative to make known to the Employer that the employee has a physical or mental impairment affecting the employee in the workplace and potentially requiring workplace adjustments. This information can be made known to the Employer orally or in writing; no special

words need to be used, such as "reasonable accommodation," "disability," or "Rehabilitation Act." An employee may at his or her option make a written request, enter information online about accommodation needs, call CDC reasonable accommodation staff for advice, etc.; however, the employee will still have made a reasonable accommodation request if he or she has done nothing more than make the Employer aware of a physical or mental impairment potentially requiring workplace adjustments.

12.3 Processing Reasonable Accommodation Requests

After the employee or his or her representative has made the Employer aware of the need for accommodation, the employee and the manager who will be making a decision on the issue are mutually responsible for conducting a discussion referred to as the "interactive process" to determine what, if any, accommodation should be provided. This means that the individual requesting the accommodation and the decision maker must talk to each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodation. At any point in the process, either the employee or the decision maker may obtain assistance or advice from other appropriate parties.

Article 13. Tours of Duty/Hours of Work, Alternative Work Schedules, and Telework

13.1 Governing CDC Policies

With exceptions, additions, and clarifications as provided in the remainder of this Article, provisions and requirements for BUEs' tours of duty/hours of work, alternative work schedules, and telework shall be as specified in the following CDC policies, dated as shown:

- Recording and Reporting of Time and Attendance, 7/16/02
- Alternative Work Schedules, 9/23/08
- Alternative Work Schedules Maxiflex Program, 10/18/04
- Telework Policy for Civilian Employees, 12/08/08

These policies can also be accessed through the CDC intranet at http://intranet.cdc.gov/maso/policies/policy.htm. However, as of the effective date of this Agreement, only the versions of the policies dated as shown in the list above have been negotiated with the Union. For definitions of the following terms as they apply to BUEs, see the glossary of this agreement:

- Core hours
- Normal tour of duty
- Flexible schedule
- Flexible hours
- Compressed schedule
- Maxiflex schedule
- Basic work requirement
- Credit hours
- Adverse agency impact

13.2 Approval for or Termination of Tour of Duty/Hours of Work, Alternative Work Schedule, or Telework Agreement

- The parties recognize that the use of alternative work schedules and telework can improve productivity and morale and provide greater service to the public. Therefore, alternative work schedules (including maxiflex) and telework will be made generally available to all employees in the BU, consistent with eligibility requirements outlined in the applicable policies.

- Working under a telework agreement will not in and of itself disqualify an employee from working an alternative work schedule.

- To enable the Union to identify trends and issues in relation to teleworking, within 30 days of a request by the Union, the Employer will provide the Union with an updated list of BU positions indicating which positions have been deemed ineligible for telework. The list will include names of employees in encumbered positions, job titles, and organizational units, and for each position deemed ineligible for telework, the reason for that determination.

- BUEs directed by management to be temporarily assigned to other parts of the organization within the BU who are working an alternative work schedule will be allowed to continue working that schedule, unless it can be demonstrated there would be an adverse agency impact.

13.3 Credit Hours

The ability to work credit hours is a family-friendly workplace policy designed to make it easier for employees to balance personal time needs with work needs.

13.3.1 Eligibility to earn credit hours

An employee does not have to be unable to complete his or her work during the normal tour of duty, nor is there a requirement for management to need the employee to do the work beyond his or her normal tour of duty, for the employee to be eligible to work credit hours. Provided that there is work available for the employee, and it can be performed at the requested time(s), the employee shall be authorized to work credit hours with the supervisor's approval and is on an authorized flexible schedule.

13.3.2 Approval of requests to earn credit hours

An employee's request to work credit hours will be approved or denied by the supervisor as soon as possible. The earning of credit hours must be approved in advance by the employee's supervisor. However, in unusual circumstances, credit hours worked may be approved retroactively by the supervisor.

13.3.3 Use of credit hours earned

The use of credit hours will be subject to the same criteria as annual or sick leave. An employee may use earned credit hours for all or any part of any approved leave.

13.3.4 Credit hours versus overtime or compensatory time

If working credit hours is approved and overtime is subsequently made available before the credit hours are worked, the employee will be afforded the opportunity to elect to work overtime instead of credit hours. The earning of credit hours must be voluntary on the part of the employee. If management directs

the employee to work beyond the basic work requirement, and he or she does not wish to perform the work for credit hours, overtime or compensatory time rules apply.

13.3.5 Teleworking and credit hours

The existing rules on overtime under Title 5, USC, and the Fair Labor Standards Act (FLSA) apply to teleworking employees. Overtime, compensatory time, and credit hours may be earned while teleworking with the advance approval of the supervisor, the same as if the employee were working at the onsite duty station.

13.3.6 Credit hours while on travel

An employee in travel status may earn credit hours at a temporary duty location if the employee continues to work on a flexible schedule. The rules governing credit hours for work at the official duty station apply to employees' electing to work credit hours at the temporary duty location (i.e., the same procedures for requesting and approving credit hours in the office will apply for credit hours at the temporary duty location). However, an employee may not earn credit hours for actual travel time because travel in connection with Government work is not voluntary in nature. Based on work schedule, the employee may be eligible for travel compensatory time.

13.4 Approval and Verification of Time & Attendance and Work Schedule

An employee's submitted time & attendance and work schedule are considered to be officially approved when the approving official electronically indicates his or her approval of the employee's submittal in the automated timekeeping system. The electronic approval signifies that actual work schedules, as evidenced by the Work Schedule Designation, applications(s) for leave, and documentation of credit hours, compensatory time, and overtime hours, are true, correct, and accurate and in accordance with applicable laws and regulations.

13.5 Telework

13.5.1 Telework categories

Telework agreements can be tailored to four categories: core, extended, situational, and medical. Refer to the glossary for definitions of these categories.

13.5.2 Telework as a reasonable accommodation

If an employee requests telework as a reasonable accommodation for a disability, the request is processed in accordance with CDC's policy on reasonable accommodation requests, Article 12 of this agreement, and law and EEOC guidance applicable to reasonable accommodation requests. For recordkeeping, tracking, and reporting purposes, the telework request form is submitted as a core, extended, or situational telework request (depending on which category applies), not as a medical telework request.

13.5.3 Telework requirements and procedures

All requirements and procedures related to telework other than those specified in this Agreement shall be handled as specified in the most recent CDC telework policy that has been negotiated with the Union, which includes but is not limited to eligibility criteria, reasons for denial of a telework request, and timelines for responding to a request.

Article 14. Overtime

14.1 Considerations for Assignment of Overtime

Subject to existing regulations and procedures, the Employer will assign overtime fairly among eligible employees. In the offer or assignment of overtime on days outside of the basic workweek, the Employer will notify the affected employee as early as practicable, except in cases of unforeseen mission requirements. Overtime in conjunction with leave usage in the same pay period is permitted. Assignment of overtime will be made in light of the following considerations; special skills of the employees; current assignments to the job; familiarity with the work assignment; particular work requirements; and the wishes of the employees, subject to paramount requirements and mission of the Employer. Overtime will not be distributed in a punitive or discriminatory manner, nor on the basis of personal favoritism. The parties may negotiate additional procedures for distribution of overtime as required. The Employer will make relevant records of overtime for employees of the unit available to the Union upon request.

14.2 Giving Employees Notice

It is agreed that all employees, unless medical conditions preclude, may be required to accept overtime work on short notice in cases of emergency or unusual circumstances. In the assignment of overtime, the Parties agree that 1.5 workdays' advance notice will be given to employees provided the Employer knows of the need in time to meet this requirement.

14.3 Compensatory Time/Overtime Versus Credit Hours

Any hours in excess of the basic work requirement that management requires an employee to work must be compensated as either compensatory time or overtime. Since these hours are not worked at the request of the employee, they are not credit hours.

14.4 Regular, Irregular, or Occasional Overtime

Any overtime work scheduled in advance of the administrative workweek as part of an employee's regularly scheduled work week is considered regular overtime. An employee shall be compensated in increments of fifteen minutes of regular overtime work in accordance with the provisions of OPM regulations.

Nonexempt FLSA employees are allowed to request compensatory time in lieu of premium pay only for irregular or occasional overtime. Employees working on flexible work schedules are allowed to request compensatory time whether or not the overtime work was irregular or occasional. Nonexempt FLSA employees not covered by a flexible work schedule program or compressed work schedule must receive overtime pay for regular overtime work and cannot receive compensatory time.

14.5 Callback Overtime

Callback overtime is unscheduled irregular or occasional overtime work performed at a time when the employee (1) was not scheduled to work; or (2) was required to return to work after leaving the work site. GS employees who are required to perform callback overtime are entitled to a minimum of 2 hours of overtime pay, *or* 2 hours of compensatory time off, for each time they are called back into work (even if they work less than 2 hours each time). Called-back employees who are required to work for more than 2

hours will be compensated in 15-minute increments for the actual hours worked beyond 2 hours, rounded to the closest quarter-hour.

14.6 Standby Overtime

Employees who are on standby outside of their normal duty hours, for example, employees required to carry and/or check a mobile communication device such as a cell phone, Blackberry, or pager, are entitled to be compensated for any standby time considered to be hours of work under the Fair Labor Standards Act (FLSA). Under the FLSA, time spent on standby duty is hours of work; however, time spent on-call is not hours of work. The applicable criteria are found in section 551.431 of title 5, Code of Federal Regulations (5 CFR 551.431):

"(a) An employee will be considered on duty and time spent on standby duty shall be considered hours of work if:

(1) The employee is restricted to an agency's premises, or so close thereto that the employee cannot use the time effectively for his or her own purposes; or

(2) The employee, although not restricted to the agency's premises:

(I) Is restricted to his or her living quarters or designated post of duty;

(ii) Has his or her activities substantially limited; and

(iii) Is required to remain in a state of readiness to perform work.

(b) An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

(1) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(2) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person."

Article 15. Holidays

15.1 Entitlement to Holidays or Holiday Pay

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

15.2 Working on Holidays

It is agreed that as CDC's mission warrants, employees will be required to work on holidays provided that an employee receives holiday pay.

15.3 Holiday Work Schedules

15.3.1 Employees on 5-day-on, 2-day-off work schedule

For employees who work 5 days in a row and are off 2 days in a row:

If the holiday falls on...	Then the employee is off...
First day off,	Day before the holiday off.
Second day off,	Day after the holiday off.

15.3.2 Employees on compressed work schedule

The parties agree (in accordance with applicable regulations) that full-time employees on compressed work schedules who are regularly scheduled to work on a day designated as a holiday or "in lieu of holiday" are entitled to as many hours of holiday leave as they would regularly have worked that day.

The following table is used to determine "in lieu of holiday" days off for *full-time employees* on compressed work schedules.

If the holiday falls on...	Then the employee is off...
A scheduled workday,	That day for the number of hours he/she was scheduled to work.
Any day except Sunday,	The workday before the holiday.
Sunday,	The workday after the holiday.

Part-time employees on compressed work schedules who are regularly scheduled to work on a day designated as a holiday are entitled to as many hours of holiday leave as they would regularly have worked that day. Part-time employees are *not* entitled to holiday leave for holidays that are celebrated *"in lieu of holidays."*

Article 16. Leave and Absence

16.1 Purpose of This Article

The purpose of this article is to prescribe the policies covering the different types of leave pertinent to all employees in accordance with applicable law and regulation. This article shall be administered in accordance with 5 USC 63, 5 CFR 630, and this Agreement.

16.2 Purpose of Leave

The purpose of leave is to give employees an annual vacation of extended leave for rest and recreation and to provide periods of time off for personal, medical, family, emergency, and/or other purposes.

16.3 Accrual and Use of Leave

Employees will be entitled to accrue and use leave in accordance with applicable laws, regulations, and this Agreement. The Parties agree that the use of accrued annual leave is the right of the employee and not a privilege.

16.4 Leave Earnings

- A full-time employee earns leave during each full bi-weekly pay period while in a pay status or in a combination of a pay status and a non-pay status.

- For part-time employees, the hours in a pay status in excess of an agency's basic working hours in a pay period are disregarded in computing leave earnings.

Article 17. Annual Leave

17.1 Leave Procedures

- Employees will apply in advance for approval of anticipated leave. Leave requests and approval or denial will be made in writing using SF-71, Request for Leave, for requests of 8 continuous hours or more. For requests of less than 8 hours, requests and approval or denial can be either written (e.g., by email or hard copy memorandum) or oral. The leave approving official, normally the supervisor, will respond to all requests for leave in a timely manner. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR 630.405.

- Requests for leave will be approved or denied in a timely manner, normally within 2 workdays. In an emergency situation, when an employee requests leave on one day to be used the next day, the request will be approved or denied as soon as feasible but no later than the end of the employee's work shift.

- Employees may use annual leave in 15-minute increments. Annual leave may not be charged in increments of less than 15 minutes.

- If workload permits, annual leave of two (2) or more consecutive weeks are permissible with proper approval of the leave approving official. At the employee's request, any denial of annual leave must be accompanied by a written statement of the reasons for the denial.

- When annual leave scheduling conflicts occur, the supervisor shall confer with the employees to try to find a mutually agreeable solution. If the conflict cannot be resolved in a mutually agreeable fashion between the employees, it will be settled on the basis of which employee submitted his or her leave request first. If the requests were submitted on the same day, the conflict will be settled on the basis of which employee has seniority as determined by Service Computation Date (SCD). In the case of a tie in SCD, the supervisor will resolve the conflict with a coin toss.

- The Employer reserves the right to cancel previously approved annual leave in accordance with appropriate laws and regulations, provided the cancellation is justified in writing and the supervisor has made every reasonable effort to find alternative means of accomplishing the employee's work. When possible, the employee will be informed no less than 3 workdays before the leave is scheduled to start.

17.2 Delays in Arrival at Work

The Employer will treat employees fairly and equitably in exercising its discretion to approve brief periods of tardiness without charge to leave.

17.3 Unanticipated Annual Leave

- If an employee's need for leave cannot be anticipated, the employee shall attempt to contact the immediate supervisor or designated official to request approval of leave either face-to-face (if the employee is in the office) or by telephone or email at his or her designated work telephone number or email address. If the need for leave arises before the employee has begun work that day, the employee shall attempt to contact the immediate supervisor or designated official within 2 hours after the start of the employee's normal work shift. If the need arises after the employee has begun work, the employee shall attempt to contact the immediate supervisor or designated official as soon as possible before the leave starts.

- The supervisor will decide on the method of contact to be used to request leave when employees are not in the office, that is, whether the contact is to be by phone only or whether email contact is acceptable instead when an employee has the capability to send email, and will apply his or her decision fairly and consistently to employees under his or her supervision. If the supervisor decides employees must request unscheduled leave by phone only, employees may choose to send an email message in addition to attempting to contact the supervisor or designated official by phone.

- In the event that either the supervisor or other designated official cannot be reached by phone at his or her designated work telephone number, the employee can leave a voicemail or send an email message, which serves as a record that the employee contacted the Employer to request unscheduled leave. The message will be considered received by the supervisor or designated official unless he or she indicates with a voice mail greeting or out-of-office email response that he or she is unavailable and gives the name, phone number, and email address of a backup contact who can approve leave requests. The same rules and procedures apply to backup contacts.

- Regardless of the means through which a leave request is submitted, the supervisor or designated leave-approving official must have sufficient information to make a decision on approving the request. Information provided by the employee via email or voicemail must include the employee's current emergency contact number or an alternate phone number where the employee can be reached. The supervisor may contact the employee for more information if needed.

- If the leave request is not approved, the supervisor or designated official or his or her backup contact will notify the employee within 2 hours of receipt of the employee's request that the request is not approved for that duty day.

- The Employer recognizes that circumstances may exist that prevent an employee from being able to follow these procedures. These circumstances will be considered on a case-by-case basis. Leave requests that are not approved initially may be approved later if information is provided to substantiate the employee's unanticipated need for leave.

17.4 Advance Annual Leave

Supervisors may grant advance annual leave consistent with CDC policy and delegation of authority. 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 and should only be done under very unusual circumstances. Supervisors will take into consideration the past leave record of the employee, the employee's reason for the request, and the likelihood the employee will return to work. 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.

Article 18. Sick Leave

18.1 Accrual and Approval of Sick Leave

Employees will earn and accrue sick leave in accordance with applicable laws and regulations. Employees may use sick leave in 15-minute increments. Leave requests and approval or denial will be made in writing using SF-71, Request for Leave, for requests of 8 continuous hours or more. For requests of less than 8 hours, requests and approval or denial can be either written (e.g., by email or hard copy memorandum) or oral. The leave approving official, normally the supervisor, will approve or deny leave requests in a timely manner, normally within 2 workdays. In an emergency situation, when an employee requests leave on one day to be used the next day, the request will be approved or denied as soon as feasible but no later than the end of the employee's work shift.

18.1.1 Mandatory approval of sick leave

The Employer shall approve an employee's request for sick leave when the employee:

- Receives medical, dental, or optical examination or treatment;
- Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
- Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment; or provides care for a family member with a serious health condition;
- Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

18.1.2 Enforced leave

Unless the Employer has evidence (suspicion is not enough) that an employee is physically unable to perform his or her job, or poses a risk to himself/herself or others, it may not place an employee on sick or annual leave involuntarily. Such action would constitute a constructive suspension and would be a disciplinary or adverse action requiring due process, including proper advance notice, opportunity to reply, and an agency decision. The Employer may choose to place an Employee on mandatory administrative leave or otherwise in a paid non-duty status until such time as due process requirements have been met.

18.2 Delays in Arrival at Work

The supervisor will treat employees fairly and equitably in exercising its discretion to approve brief periods of tardiness without charge to leave.

18.3 Scheduling Sick Leave

Employees should schedule nonemergency medical, dental, optical, psychological, or alcohol/drug counseling appointments as soon in advance as practicable and should request sick leave in advance for such appointments. All leave requests are subject to approval from the leave approving official.

18.4 Unanticipated Sick Leave

- If an employee's need for leave cannot be anticipated, the employee shall attempt to contact the immediate supervisor or designated official to request approval of leave either face-to-face (if the employee is in the office) or by telephone or email at his or her designated work telephone number or email address. If the need for leave arises before the employee has begun work that day, the employee shall attempt to contact the immediate supervisor or designated official within 2 hours after the start of the employee's normal work shift. If the need arises after the employee has begun work, the employee shall attempt to contact the immediate supervisor or designated official as soon as possible before the leave starts.

- The supervisor will decide on the method of contact to be used to request leave when employees are not in the office, that is, whether the contact is to be by phone only or whether email contact is acceptable instead when an employee has the capability to send email, and will apply his or her decision fairly and consistently to employees under his or her supervision. If the supervisor decides employees must request unscheduled leave by phone only, employees may choose to send an email message in addition to attempting to contact the supervisor or designated official by phone.

- In the event that either the supervisor or other designated official cannot be reached by phone at his or her designated work telephone number, the employee can leave a voicemail or send an email message, which serves as a record that the employee contacted the Employer to request unscheduled leave. The message will be considered received by the supervisor or designated official unless he or she indicates with a voice mail greeting or out-of-office email response that he or she is unavailable and gives the name, phone number, and email address of a backup contact who can approve leave requests. The same rules and procedures apply to backup contacts.

- Regardless of the means through which a leave request is submitted, the supervisor or designated leave-approving official must have sufficient information to make a decision on approving the request. Information provided by the employee via email or voicemail must include the employee's current emergency contact number or an alternate phone number where the employee can be reached. The supervisor may contact the employee for more information if needed.

- If the leave request is not approved, the supervisor or designated official or his or her backup contact will notify the employee within 2 hours of receipt of the employee's request that the request is not approved for that duty day.

- The Employer recognizes that circumstances may exist that prevent an employee from being able to follow these procedures. These circumstances will be considered on a case-by-case basis. Leave requests that are not approved initially may be approved later if information is provided to substantiate the employee's unanticipated need for leave.

18.5 Evidence to Support Sick Leave

- An employee's self-certification may be considered sufficient supporting documentation for instances in which the duration of the requested sick leave is 3 days or less.

- Employees may be required to provide supporting documentation for absences in excess of 3 days. In cases where the nature of the illness is such that an employee or his or her family member did not need to see a medical professional, the employee's written statement (e.g., SF-71) concerning the illness may be considered as acceptable evidence. Medical documentation to support the use of sick leave will at a minimum contain the signature of the medical/health care professional and contain sufficient information for the leave-approving official to make a reasonable determination that the employee was required to be absent from work during the period for which leave was requested .

- Leave restriction may be appropriate when the pattern of usage indicates the potential abuse of leave. For the use of leave restriction managers should consult with the Employee Relations Department.

- For requests for sick leave that would be considered reasonable accommodation or for which an employee has invoked Family and Medical Leave Act (FMLA) rights, rules and requirements for handling reasonable accommodations or FMLA leave will apply.

- For leave situations in which an employee is not subject to leave restriction or a formal agreement with the Employer, and the employee or his or her family member suffers from a chronic condition that does not necessarily require medical treatment although the employee's absence from work may be necessary, the employee will not be required to furnish medical documentation on a continuing basis for subsequent absences caused by the same condition, provided the employee has previously furnished medical documentation as required. However, the Employer may periodically require further medical documentation if necessary to substantiate an employee's continued use of this provision.

- The Employer will treat as confidential any medical information provided by an employee to any agent or representative of the Employer. The Employer may disclose and maintain such information only in accordance with federal laws and regulations.

18.6 Advance Sick Leave

18.6.1 Requirements for advance sick leave

Supervisors may grant advance sick leave consistent with CDC policy and delegation of authority. The amount of sick leave that may be advanced is limited to 240 hours for permanent employees or the maximum that a temporary employee would accrue upon the expiration of his/her appointment. Employees do not have an entitlement to advance sick leave. Supervisors will take into consideration the past leave record of the employee, the employee's reason for the request, and the likelihood the employee will return to work. In most cases, when an employee who is indebted for advance sick leave separates from Federal service, he or she is required to refund the amount of advance leave for which he or she is indebted.

18.6.2 Medical documentation to support advance sick leave

Medical documentation to support the use of advance sick leave will at a minimum contain the signature of the medical/health care professional and contain sufficient information for the leave-approving official to make a reasonable determination that the employee will be incapacitated to perform the duties of his/her position. For additional information about medical documentation see Article 20.

18.7 Leave for Family Purposes

Under the Family and Medical Leave Act (FMLA) of 1993, as amended in 2009, most federal employees are entitled to take a total of up to 12 workweeks of unpaid, job-protected leave in any 12-month period for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. For more specific information about FMLA, see the U.S. Department of Labor (DOL) FMLA website at http://www.dol.gov/dol/topic/benefits-leave/fmla.htm, the DOL fact sheet on FMLA at http://www.dol.gov/whd/regs/compliance/whdfs28.htm, the FMLA regulations (29 CFR 825, 5 CFR 630) available through the Electronic Code of Federal Regulations website at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl, or 5 USC 6381.

- To invoke the entitlement to leave under FMLA, an employee must mark the appropriate section of the SF-71 leave request and provide the required FMLA medical certification in accordance with 29 CFR 825.305 and 5 CFR 630.1205.
- The FMLA medical certification can be provided in any written format, including on one of the DOL forms listed on the DOL FMLA website at http://www.dol.gov/whd/fmla/, as long as the content meets the requirements of law.
- If an employee is bound by the requirements of a formal agreement with the Employer or is on leave restriction, and has invoked FMLA and met FMLA requirements, the FMLA entitlement will supersede the formal agreement or the leave restriction.

Article 19. Other Leave

19.1 Leave Without Pay

19.1.1 Requesting leave without pay

Leave without pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted to an employee in accordance with applicable laws, rules, and regulations. LWOP may be requested in the same manner and for the same purposes as annual leave, sick leave, and leave for employees who have applied for a disability retirement when a removal action is involved. Requests for LWOP will be given serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the employee in writing.

19.1.2 Mandatory approval of LWOP

Approval of LWOP is mandatory for the following:

- Military training or active duty for members of the Reserves or National Guard, who are not entitled to, or have exhausted their military leave (38 USC 4316(d);
- Medical treatment for disabled veterans;
- Employees exercising LWOP rights under the Family and Medical Leave Act; and
- An employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of his/her claim for employee compensation by the Office of Workers' Compensation Program.

19.1.3 Other purposes for which LWOP may be used

Additionally, a presidential memorandum still in effect as of the date of this Agreement instructed federal agencies to make 24 hours of unpaid leave available to employees for the following purposes,

subject to each agency's authority to schedule work and manage leave and absences. Although such leave is not an entitlement, the Employer encourages supervisors to grant employees LWOP for these purposes:

- To participate in school activities directly related to the educational advancement of a child;
- To accompany their children to routine medical or dental appointments, such as annual checkups and vaccinations; and
- To accompany their elderly relatives to routine medical or dental appointments or other professional services related to the care of the elderly relative, such as making arrangements for housing, meals, telephones, banking services, and other similar activities.

19.1.4 Return to duty after LWOP

On an employee's return to duty after a period of LWOP of 30 workdays or less, the Employer, to the extent it has authority, will restore the employee to the same position held before the leave. For LWOP of more than 30 workdays, the Employer, to the extent it has authority, will restore the employee to the same position, or if that position is not available, to a similar position at the same grade and pay within the commuting area.

19.2 Leave for Bone Marrow and Organ Donation

- Employees may use up to seven (7) days of paid leave each year, in addition to annual and sick leave, to serve as a bone marrow donor.

- Employees may use up to 30 days of paid leave each year, in addition to annual and sick leave, to serve as an organ donor.

19.3 Religious Observances

Time off for Religious Observance will be administered in accordance with Subpart J, 5 CFR 550.1001 and sections of this Agreement pertaining to overtime.

19.4 Excused Absences and Administrative Leave

Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regular assigned duties. Workload permitting, administrative leave may be granted to an employee in accordance with the following sections.

19.4.1 Delays in arrival at work

The immediate supervisor may excuse nonrecurring brief periods of absence or tardiness up to 15 minutes due to circumstances beyond the employee's control, for example, adverse weather conditions, traffic, and transportation issues.

19.4.2 Travel, testing, and recuperation for donating blood or bone marrow

An employee may be granted up to four (4) hours administrative leave for purposes of travel, testing, and recuperation associated with donating blood or bone marrow. Additional administrative leave for this purpose may be approved in unusual circumstances, if needed.

19.4.3 Workplace closings and emergency conditions

- Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, employees may be granted administrative leave for the duration of the closure.

- If the emergency conditions described herein prevent an employee from timely arrival at work, even though the workplace is not closed, the employee may be granted administrative leave for absence from work for a part or all of the employee's workday. Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and provide an estimated time of arrival at work. In addition, the Employer may request documentation that the employee made reasonable efforts to reach work but was prevented from timely arrival by emergency conditions.

  Determining whether to grant administrative leave and the duration of the leave, the Employer shall consider the following factors:

  - the fact that the employee lives beyond the normal commuting area;
  - the mode of transportation normally used by the employee;
  - efforts by the employee to come to work;
  - the success of other employees similarly situated;
  - any physical disability of the employee; and/or
  - any local travel restrictions.

- When an emergency condition forces the closure of a workplace and employees thereof are granted administrative leave as a result, an employee of that same facility

  - who is working at home on an approved telework program under the applicable telework sections of this Agreement; and
  - who is prevented from accomplishing work because of that same emergency condition (for example, where a power outage affects employees both at home and in the office),

  should be provided the same amount of administrative leave as employees working in the office. A telework employee claiming administrative leave under this provision is responsible for providing appropriate documentation in support of that claim.

- If the President, the Office of Personnel Management (OPM), or other appropriate authority declares a natural disaster area, employees who are faced with a personal emergency caused by that natural disaster may be eligible for a reasonable amount of administrative leave, on the basis of the facts and circumstances of the personal emergency. An employee requesting administrative leave under this Section may be required to provide an explanation and/or documentation in support of his or her claim.

- When employees at the work site are granted early dismissal, those employees who were scheduled to be on leave after the early dismissal time will be entitled to convert the leave to administrative leave equal to the time other employees were released on administrative leave.

19.4.4 Voting and voter registration

- As a general rule, when the voting polls are not open at least 3 hours either before or after an employee's regular hours of work, employees may be granted an amount of excused leave to vote

that will permit the employee to report to work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time.

- For an employee who votes in a jurisdiction which requires registration in person, time off to register may be granted on the same basis as for voting. However, no time will be granted if registration can be accomplished on a non-workday and the place of registration is within a reasonable 1-day roundtrip travel distance of the employee's place of residence.

19.4.5 Other purposes for which administrative leave may be used

The parties agree that the above reasons for granting administrative leave are not all inclusive and that there may be other situations supporting a request for the granting of such leave. Such requests shall be considered based on the reasons presented at the time; the Employer may require documentation as appropriate to support the reasons for and/or the duration of such administrative leave requests.

19.5 Court Leave

An employee is entitled to paid time off without charge to leave for service as a juror or witness. An employee is responsible for informing his or her supervisor if he or she is excused from jury or witness service for 1 day or more or for a substantial part of a day. To avoid undue hardship, an agency may adjust the schedule of an employee who works nights or weekends and is called to jury duty. (If there is no jury/witness service, there is no court leave. The employee would be charged annual leave, sick leave, or LWOP, as appropriate.) If an employee is on annual leave when called for jury service, court leave should be substituted for the annual leave.

19.5.1 Jury duty

An employee who is summoned to serve as a juror in a judicial proceeding is entitled to court leave.

19.5.2 Being summoned as a witness

- An employee who is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party is entitled to court leave.

- An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave.

19.5.3 Fees and expenses

Employees must reimburse to their agency fees paid for service as a juror or witness. However, monies paid to jurors or witnesses which are in the nature of “expenses” (e.g., transportation, parking, required overnight stay) do not have to be reimbursed to the agency.

19.6 Military Leave

- As provided in 5 U.S.C. 6323(a), eligible employees may earn fifteen (15) calendar days of military leave per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of fifteen (15) days into the next fiscal year.

- Military leave shall be granted without any loss of pay. Military leave shall be credited to a full time employee on the basis of an eight (8) hour workday. The minimum charge to leave is one (1) hour

as required by law. An employee may be charged military leave only for hours that the employee would otherwise have worked and received pay. Employees who request military leave for inactive duty training (which is generally two (2), four (4), or six (6) hours in length) will be charged only the amount of military leave necessary to cover the period of training and necessary travel. Members of the Reserves and National Guard will not be charged military leave for weekends and holidays that occur within the period of military service.

- Inactive Duty Training (IDT) is authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve component. It consists of regularly scheduled unit training periods, additional training periods and equivalent training.

- Emergency Military Leave, as authorized by 5 U.S.C. 6323(b), provides twenty-two (22) workdays per calendar year for emergency military duty for employees who perform military duties in support of civil authorities in the protection of life and property, when ordered by the President or a State Governor.

- Reserve and National Guard Technicians may be authorized up to forty-four (44) workdays of military leave for duties overseas under certain conditions, as provided by 5 U.S.C. 6323(d).

- Employees requesting approval of military leave as set forth herein shall provide a copy of the orders directing the employee to active duty and/or a copy of the certificate on completion of such duty.

- The Employer will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301, et al., which applies to persons who perform duty, voluntarily or involuntarily, in the uniformed services, including the Army, Air Force, Navy, Marine Corps, Coast Guard, and Public Health Service Commissioned Corps, as well as the reserve components of each of these services. Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

- Service members returning from a period of service in the uniformed services must be reemployed by the "pre-service" Employer if they meet all five (5) eligibility criteria as set forth in USERRA:
  - the person must have held a civilian job;
  - the person must have given notice to the agency that he or she was leaving the job for service in the uniformed services unless giving notice is precluded by military necessity or otherwise impossible or unreasonable;
  - the period of service must not have exceeded five (5) years;
  - the person must not have been released from service under dishonorable or other punitive conditions; and
  - the person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

19.7 Absence Without Leave (AWOL)

- It is understood that if an employee is absent from duty, and the absence was not authorized or the employee's request for leave for that absence was properly denied, the absence will be charged in the time and attendance system as AWOL and pay will be forfeited for the entire period of such

absence. AWOL will be changed to appropriate leave if it is later determined that the absence was excusable.

- When an employee's duty status is changed to, or entered on the employee's behalf, as AWOL in the timekeeping system, the supervisor will attempt to notify the employee verbally and/or in writing no later than the end of the pay period for which the AWOL is recorded.

Article 20. Medical Documentation and Medical Evaluations or Qualification Determinations

20.1 Purpose of This Article

The purpose of this article is to provide procedures and rules for medical documentation the Employer requests, obtains, and/or maintains on unit employees and medical evaluations or qualification determinations offered or required by the Employer.

20.2 Medical Documentation

- The employee shall be given an opportunity to voluntarily provide medical evidence documenting a medical condition affecting his or her performance or conduct.

- If a medical determination needs to be made concerning medical information furnished by an employee, the medical information shall, on request of the employee, be provided to the Employer's designated physician or other medically qualified professional for review and evaluation. Further, on request of the employee, the employee shall be provided with a written copy of any comments or recommendations made by the Employer's designated physician or medically qualified professional as a result of the review and evaluation.

- The Employer will treat as confidential any medical information provided by an employee to any agent or representative of the Employer. The Employer may request, use, disclose, and maintain such information only in accordance with federal laws and regulations and applicable sections of this Agreement and Agency policy negotiated with the Union.

- Medical documentation requested from or required of an employee in association with reasonable accommodation needs or FMLA leave requests shall be requested and handled in accordance with applicable laws, policies, and sections of this Agreement applicable to reasonable accommodation requests and FMLA leave. The parties understand that sick leave or FMLA leave can be requested as a reasonable accommodation by employees with disabilities.

- The Employer will provide an employee with a notice and authorization for information release to accompany any medical information requested by the Employer beyond the minimum that may be requested to support a leave request as specified elsewhere in this Agreement. The notice and release authorization will identify the authority under which the medical information is being requested by the Employer, specify the purpose(s) for which it is to be used, properly indicate that providing the information is voluntary on the part of the employee, and enable the employee to name other individuals or entities (e.g., the Union, if the Union is representing the employee) authorized access to the medical information beyond those with an "official need to know," and to specify for what purpose and what time period the authorization is in effect. Should the Employer wish to grant access to additional persons or entities beyond those named by the employee or those authorized access because of an official need to know, the Employer will inform the employee of the additional access needed and request written consent from the employee. Under no

circumstances will the employee's medical information be released to anyone other than persons or entities named by the employee or otherwise authorized by law without the prior written consent of the employee.

- Any medical information provided to the Employer by an employee shall be secured such that it is accessible only to the employee and to those persons or entities authorized to have access.

20.3 Medical Evaluations or Qualification Determinations (5 CFR 339)

- Any medical evaluations or qualification determinations required or offered by the Employer will be requested and obtained in accordance with applicable laws and regulations, will be at no cost to the employee, and will be performed on duty time at no charge to leave.

- In all discussions with any management official regarding a determination being made as a result of a medical evaluation, the employee shall have the right to Union representation. Prior to any such discussion, the employee shall be notified of this right, given an opportunity to contact and discuss the matter with a Union representative, and be permitted the right of representation during the discussion.

20.4 Actions Based on a Determination of Inability to Perform Assigned Duties

- If the Employer determines as a result of a medical evaluation or review of medical documentation that an employee is unable to perform his or her assigned duties as a result of a medical situation, the Employer will make every effort to reassign the employee to another CDC position at the same grade and rate of pay for which the employee qualifies and in which he or she can perform.
- In the event a position at the same grade and rate of pay is not available, the Employer will determine if other positions exist at a lower grade for which the employee qualifies and can perform the assigned duties. If a position exists, the Union and the employee will be notified of the availability of the position and given the opportunity to accept the position through a voluntary change to lower grade. If the employee agrees to accept the position as a voluntary change to lower grade, the employee's pay will be set using the highest previous rate rule as outlined in 5 CFR 531.
- In the event a position cannot be located for the employee, or the employee does not accept an offered position for which he or she is qualified and can perform the duties, the Employer will notify the Union and the employee of his/her right to apply for disability retirement before initiating any personnel actions against the employee. If the employee elects to file for disability retirement, the Employer will authorize the employee to use earned time off (sick leave, annual leave, credit hours, or compensatory time) or LWOP pending the receipt of a disability retirement decision from OPM.

Article 21. Merit Promotions

21.1 Purpose of This Article

The purpose and intent of this article is to ensure that merit promotion principles are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria.

21.2 Governing Policies

The procedures for competition in personnel actions contained in 5 CFR 335.103 and the latest version of the CDC Merit Promotion Plan that has been negotiated with the union will be followed. The CDC Merit Promotion Plan policy can be accessed through the MASO Policy website, which is located at http://intranet.cdc.gov/maso/policies/policy.htm as of the effective date of this agreement.

21.3 Priority Consideration Arising from Competitive Actions

For the purpose of this article, special one-time consideration is extended to an employee who was denied proper consideration in a prior competitive action. Priority consideration will be handled as specified in the CDC Merit Promotion Plan policy. The parties agree that on a quarterly basis, upon request by the Union, HR will furnish, within 2 workdays, data on priority considerations. The data would include position, title, series and grade, when consideration was lost, when consideration was granted, and the results.

21.4 Amended Vacancy Announcements

If a vacancy announcement has been posted and substantive information is later found to be in error or subsequently changed, i.e., area of consideration, duty station, grade change, career ladder of the position, or if there is a change in the qualifications for which the candidates will be evaluated, the announcement must be reposted citing the change and whether or not the original applicants need to re-file in order to be considered. Posting time and distribution shall be the same as the original vacancy announcement.

21.5 Merit Promotion Procedures and Requirements

The following general principles will be observed for filling positions using merit promotion procedures:

- All applicants will be given fair and equitable consideration for merit promotion positions based solely on job-related criteria.

- In accordance with the CDC Merit Promotion Plan, merit promotion vacancy announcements for BU positions will be posted for a minimum of seven (7) calendar days. The vacancy announcement will state, “This is a bargaining unit position.”

- In accordance with the requirements contained in the CDC Merit Promotion Plan, the vacancy announcement and qualifying questions for a position shall reflect the requirements of the job and the job duties.

- If interviews are conducted for a BU position that is to be filled using merit promotion procedures, all applicants on the certificate will be interviewed.

- The parties agree that, when a preliminary screening and/or interview panel is used, the following conditions will apply:
  - Panel members must be at or above the grade level of the position being filled; should know the requirements of the position being filled; may not be applicants for the position to be filled; and may not be in the direct line of supervision of the job to be filled, unless no other potential panel members are available who can provide expertise needed to properly evaluate the applicants.

- Panel members must not be related by blood, adoption, or marriage to any applicants considered for the position.
- The panel will be instructed on the evaluation process to be used.

- If a position is filled noncompetitively, at the Union's request the Employer will give the Union President or designee the reasons for the noncompetitive action.

- The Employer agrees that when the Union has been designated by an employee as his or her representative in a matter concerning merit promotion procedures, the Union representative will be given documents from the merit promotion file during the processing of a grievance or complaint that are needed to effectively represent the employee, provided that the pertinence and relevance of the requested documents is demonstrated. Release of these documents will be consistent with the Privacy Act. The Union will ensure that its handling of such documents will not create an unfair advantage to candidates or compromise the integrity of the rating/selection process.

- The Union will have impact and implementation rights in accordance with law during the annual review of the CDC Merit Promotion Plan.

Article 22. Temporary Promotions

22.1 Procedures and Requirements

- A temporary promotion limited to 120 days or less may be processed as an exception to competitive promotion procedures. An employee may not serve without competition in a higher-graded position including temporary promotions and details for more than 120 days in any twelve (12) month period. A series of temporary promotions will not be used to circumvent the intent of this article.

- The provisions of Section 2 of article 23 will apply to announcements of temporary promotion opportunities of less than 120 days. An employee selected for a temporary assignment will be informed in writing before the assignment begins whether he or she will receive a temporary promotion.

- Opportunities for temporary promotions in excess of 120 days will be announced under the Merit Promotion Program. Candidates will be evaluated and ranked under the same procedures as those of permanent promotion. A temporary promotion may not be used to give an employee a trial period before permanent promotion, to decide among the candidates for permanent promotion, or to train or evaluate an employee in higher-graded duties.

- The parties agree that to ensure fairness and equity of promotion opportunities, supervisors shall give fair and equitable consideration to all eligible employees who apply for a temporary promotion opportunity of 120 days or less, or who request approval to apply for an advertised temporary promotion opportunity. Employees who want to be considered for temporary assignments for career development purposes are encouraged to include this information in their Individual Development Plans.

- Employees to be temporarily promoted shall be given in advance a Memorandum of Understanding describing agreed-upon conditions of the promotion, and a position description for the position into which the employee is to be promoted. A personnel action will be processed and will be properly documented in the employee's eOPF. Additionally, if the promotion will be for 90 days or more, the

employee will be rated at the time of the position change using the performance plan currently in effect for the position of record, if the plan has been in place for at least 90 days; will be given a performance plan for the temporary promotion position within 30 days of the temporary promotion; and will be rated at the end of the temporary promotion, if the performance plan for the temporary promotion position has been in place for at least 90 days. All ratings given during the rating period will be considered by the rating official in preparing the end of the cycle rating of record.

- If competition is used for a temporary promotion of 120 days or less, it shall be accomplished in accordance with applicable rules and regulations.

22.2 When Temporary Promotion Is Required

Qualified employees detailed/temporarily assigned to a higher-graded position for more than thirty (30) calendar days and functioning at the higher-grade level will be temporarily promoted. The temporary promotion will be initiated at the earliest date it is known by management that the detail/temporary assignment is expected to exceed thirty (30) calendar days. This does not preclude temporarily promoting such an employee for an assignment of thirty (30) days or less. If an employee is assigned higher-graded duties and is performing those duties at least 50% of his or her time for 30 calendar days or more, the employee will be paid at the higher grade no later than the 31st day the duties are performed, consistent with government rules and regulations.

22.3 Bargaining Unit Status

BUEs who are temporarily promoted will retain the BU status of their permanent position for the duration of the temporary promotion, unless the position to which the employee is temporarily promoted is excluded from the BU. If the position is outside the BU, the employee's BU status will change accordingly for the duration of the temporary promotion and will be changed accordingly at such time that the employee returns to a BU position. Dues withholding will be stopped and started as appropriate, if applicable. Employees are encouraged to notify the Human Resources Office regarding the starting and stopping of dues deductions, as applicable.

Article 23. Details

23.1 Purpose of Details

A detail is a temporary assignment to a classified position or unclassified set of duties which is different from the employee's position of record. A detail is not a reassignment or temporary promotion. Normally employees volunteer for details. However, the Employer may involuntarily detail employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or relieve temporary staffing needs.

23.2 Announcement of Detail Opportunities

As a general practice, detail opportunities will be advertised to employees using the procedures outlined below. However, in those situations where time does not permit and mission dictates, management may detail work accordingly.

23.2.1 Contents of announcement

The announcement will be titled, "Temporary Assignment Opportunity." The body of the announcement will specify that a detail opportunity exists and will also state whether there may be a temporary promotion opportunity. For temporary promotion requirements, refer to Article 22 of this Agreement.

Additionally, the body of the announcement will contain the following information:

- Details supported by a position description

    - Location
    - Title, series, and grade
    - Area of consideration
    - Temporary promotion availability
    - Anticipated duration
    - Duties and responsibilities
    - Qualification criteria for non-series applicants (if temporary promotion offered)
    - Requirements (travel, medical, etc…)
    - Application procedures
    - Indication of whether travel costs will be paid for non-local applicants
    - Statement that contractors are not eligible to apply
    - BU status of position

- Details not supported by a position description

    - Location
    - Target title, series, and grade
    - Area of consideration
    - Anticipated duration
    - Duties and Responsibilities
    - Requirements (travel, medical, etc.)
    - Application procedures
    - Indication of whether travel costs will be paid for non-local applicants
    - Statement that contractors are not eligible to apply
    - BU status of position

23.2.2 Distribution/publication of announcement

The announcement will be distributed/published in the following ways:

- A targeted e-mail notice to all CDC/ATSDR employees occupying the series and grade specified by the program as appropriate for the position.
- A posting on *CDC Connects* on the "Classifieds" portal.
- An e-mail notice via Globalhealth.net.

23.3 Documentation of Details

The following types of details require no documentation:

- Details of 30 days or less; and
- Detail to a position that is identical to the employee's current position or at the same grade, series, and basic duties as the employee's current position.

An SF-52, Request for Personnel Action, and a position description (for details to a classified set of duties) or a statement of duties (for details to an unclassified set of duties) are required for a detail of more than 30 days, including a detail between different organizational units. This documentation will be given to the employee in advance of the start of the detail and properly documented in the employee's eOPF. Additionally, if the employee is being detailed involuntarily, before the start of the detail management shall be responsible for informing the employee of the name and contact information of the immediate supervisor, the hours of work, and the duty location.

23.4 Qualifications

Employees are not required to meet the OPM qualification or time-in-grade requirements of the position to which they are detailed. Details to a higher-grade position or to an intervening grade level of a position with a higher full performance level than the employee's position of record will require the use of a competitive process for any promotion opportunity beyond a temporary promotion NTE 120 days. Under no circumstances will this requirement be circumvented by a series of details of an employee for less than 120 days.

23.5 Bargaining Unit Status

BUEs who are detailed will retain the BU status of their permanent position for the duration of the detail, unless the position to which the employee is detailed is excluded from the BU. If the position is outside the BU, the employee's BU status will change accordingly for the duration of the detail and will be changed accordingly at such time that the employee returns to a BU position. Dues withholding will be stopped and started as appropriate, if applicable. Employees are encouraged to notify the Human Resources Office regarding the starting and stopping of dues deductions, as applicable.

23.6 Performance Management and Appraisal

The Employer agrees that employees to be detailed/temporarily assigned for 90 days or more will be given a performance plan (work plan) for the detail/temporary assignment at the start of the detail/temporary assignment. Additionally, if the detail will be for 90 days or more, the employee will be rated at the time of the position change using the performance plan currently in effect for the position of record, if the plan has been in place for at least 90 days. No more than 10 workdays after the end of a detail/temporary assignment of 90 days or more, the temporary assignment supervisor will prepare a summary rating of the employee's performance while on the temporary assignment, and this summary rating will be factored in the employee's end-of-year rating.

For details/temporary assignments of at least 30 days but less than 90 days, no more than 10 days after the end of the temporary assignment, the temporary assignment supervisor will provide written input on the employee's performance of the duties shown in the detail position description or statement of duties and send it to the employee's supervisor of record, providing a copy of the written input also to the employee. The input will be considered in preparing the employee's end-of-year rating for that year.

All other actions concerning evaluation of an employee's performance while on a detail will conform to the applicable requirements outlined in Article 27, Performance Management.

23.7 Details to Lower Grade

An employee will not be detailed to a lower graded position unless extenuating circumstances prevail.

23.8 Length of Details

A detail can be extended/approved in 120-day increments of up to 1 year at the CIO level. For the detail to be extended for more than 1 year, the request has to be approved by the Director of CDC. If a detail is extended beyond the end date shown on the initial detail documentation, the extension will also be properly documented in accordance with the requirements of this article of the Agreement, including an additional personnel action and performance plan to cover the anticipated period of the extension, if applicable.

23.9 Fairness and Equity of Consideration for Detail Opportunities

The parties agree that to ensure fairness and equity of detail opportunities, supervisors shall give fair and equitable consideration to all eligible employees who apply for a detail, or who request approval to apply for an advertised detail opportunity. Employees who want to be considered for temporary assignments for career development purposes are encouraged to include this information in their Individual Development Plans.

Article 24. Employee Hardship Reassignment Requests

24.1 Purpose of This Article

The Employer and the Union recognize that there are situations that arise during an employee's career where a personal hardship exists that could be alleviated if the employee relocated. This article establishes a process whereby an employee experiencing a personal hardship can request a reassignment to another location.

24.2 Procedures and Requirements for Considering Hardship Reassignment Requests

- Personal hardships are situations outside the employee's reasonable ability to control that affect the health or welfare of his or her immediate family. "Immediate family" refers to spouses, domestic partners, parents or legal guardians, brothers, sisters, and children, including "step" relationships.

- The Employer agrees to give serious consideration to all such requests, to consider each request fairly on a case-by-case basis and in light of the specific circumstances of that case, and to make its decisions on hardship reassignment requests for non-arbitrary business-related reasons.

- The basic requirements for consideration of a request are that a vacant position exists that the Employer intends to fill in the employee's current job series, and the employee meets the position and skill requirements.

- Upon request, the Union will be provided with copies of hardship reassignment requests of BUEs showing the final disposition of those requests. If an employee's request for consideration for a

hardship reassignment is denied, or if an employee is not selected, the Union will be provided with the written reason(s).

24.3 Examples of Situations or Circumstances Considered to Be Hardships

Situations or circumstances considered to be hardships may include but are not limited to the following:

- Employment-related situations such as an involuntary transfer of a spouse or domestic partner to another geographic location.
- A serious medical condition of the employee or immediate family member that affects major life functions and is not treatable in the employee's current location.
- The need for access to a hospital or medical facility specializing in treatment of a specific life-threatening disease or serious medical condition.
- The need for access to special educational facilities such as schools for people with hearing or vision disabilities when there is no equivalent facility in the employee's current location.

24.4 Processing Hardship Reassignment Requests

- The employee seeking the hardship transfer shall submit a written request, including written documentation to support the need for transfer to his/her immediate supervisor/manager. The request must identify the event with sufficient specificity to justify the hardship transfer, indicate the requested remedy, and explain why the proposed remedy is the best or only one acceptable.
- Once a hardship transfer request is received, the supervisor/manager will review the documents for completeness.
- The program office will provide a copy of the request to the Human Resources Office along with the appropriate documentation.
- If there's an open recruitment action in the area for which the employee is seeking reassignment, in the same job series and at equal grade, HR will refer the employee's request and resume to the selecting official for consideration. If there's an open recruitment in the same job series at a lower grade and the employee wishes to be considered for the lower grade, HR will refer the employee's request and resume to the selecting official for consideration.

24.5 Voluntary Change to Lower Grade to Accept a Hardship Reassignment Offer

- In the event a like position at the same grade is not available, and the employee agrees to accept a voluntary change to lower grade, the employee's pay will be set using the highest previous rate rule as outlined in 5 CFR 531.
- Employees who accept a voluntary change to lower grade in order to receive a hardship reassignment will be assigned work commensurate with their grade level in the new position.

24.6 Roles and Responsibilities

- The **employee** must submit a request that meets the requirements as outlined in the Article.
- The **supervisor/manager** will ensure the request meets the elements required as outlined in the article.

24.7 Selection Using Competitive Procedures

If an employee who has applied for a hardship reassignment is selected for a position at the desired location using competitive procedures, he or she will be afforded the same rights and privileges as all other applicants, for example, relocation expenses, if authorized.

Article 25. Reorganization

A reorganization is a planned redistribution, addition, or elimination of significant duties in an organization or unit.

- When a reorganization is planned, the Employer agrees to notify and bargain with the Union as applicable, in accordance with Article 2, Procedures and Matters Appropriate for Negotiation.

- When a reorganization results in a personnel action affecting an employee involving separation, furlough for more than thirty (30) calendar days, change to lower grade, or reassignment involving displacement, the procedure contained in Article 32, Reduction in Force, of this Agreement, shall apply.

Article 26. Position Descriptions and Classification

26.1 Guiding Principle

The Employer and the Union agree that the principle of equal pay for substantially equal work will be applied to all position management and classification actions.

26.2 Position Descriptions

- Each employee in the Unit shall be provided with a description of his/her duties and responsibilities in the form of a current position description normally within 30 days following his/her entrance on duty or subsequent changes in his/her duties and responsibilities.

- The phrase “other duties as assigned” in position descriptions is meant to include reasonably related tasks and shall not be used to assign employees duties unrelated to CDC’s mission. Since the percentages of specific duties listed in the position description total 100%, there is no percentage left over to permanently assign anything more that is critical/essential under “other duties as assigned,” which has no defined standards and therefore which could not be used as part of the basis for rating an employee. Therefore, “other duties as assigned” is not for adding duties that an employee can be rated on, but for usage for brief assignments of non-essential duties (e.g., copying, errands) in tune with supporting the other specific duties listed in the position description.

- If an employee is given a new duty or responsibility, the addition may constitute a change in terms and conditions of employment that may in turn require notification and negotiation with the Union.

Also, it may necessitate revision of the position description, and as a result, review and approval by the Atlanta Human Resources Classification section.

- Position descriptions shall be kept current and accurate. In accordance with CDC's Position Management Program policy, each supervisor and employee shall review the employee's position description and certify it as accurate as part of the annual performance appraisal meeting. Additionally, an employee who believes his or her position description is inaccurate may consult with his/her supervisor and/or personnel generalist at any time.

- The annual recertification and review of the position description will be documented utilizing the automated performance management system. The supervisor will either certify that the employee's position description is accurate or document that it is being revised and submitted to Human Resources for review of the revisions. The employee will acknowledge that the annual review and discussion about the accuracy of the position description has taken place and will have the opportunity to add his or her comments to the record. If the employee does not acknowledge that the annual review and discussion has taken place, the supervisor will indicate the reason in the record (i.e., the employee was unable or unwilling to acknowledge).

- If the position description is determined to be inaccurate by the supervisor or responsible management official it shall be revised as appropriate and submitted to the Human Resources Office for approval of the revisions within 30 calendar days of the date the inaccuracy is identified.

- If the employee disagrees with the determination of the supervisor or responsible management official concerning the accuracy of his or her position description, the employee may simply document his or her disagreement in the official record of the annual review with no further action, file a grievance or other complaint, forward the matter to the CDC Position Management Officer for resolution, and/or take other appropriate action. If the employee chooses to forward the matter to the CDC Position Management Officer, it shall be resolved per the procedures established by the CDC Position Management and Classification Review Committee in accordance with CDC's Position Management Program Policy.

- Employees will be notified of proposed changes to their position description in advance of submittal of the position description to Human Resources. The employee will be given an opportunity to discuss the proposed changes, and any comments the employee may have will be given appropriate consideration as the proposed changes are being finalized for submittal to Human Resources. Upon request, the employee will be provided a copy of the proposed revised position description at the same time the personnel action is submitted to Human Resources for review and processing.

26.3 Audits/Position Reviews

- An employee is entitled to an audit (position review) on request. An employee can request an audit through his or her supervisor or directly from the Human Resources Office. The Human Resources Office will determine whether a desk audit is the best method of gathering facts for an audit. The Human Resources Office will complete the audit and send the results (a written evaluation statement) normally within 20 workdays after receiving the documentation required to conduct the audit.

- BUEs are entitled to meet with a Union representative in preparing for an audit. If the employee chooses, a Union representative may be present during the conduct of the audit as an observer.

- While an audit is in process, the Employer will not reassign duties for the sole purpose of avoiding reclassification of the position.

26.4 Classification Decisions Resulting in Reduction in Grade or Pay

The Employer agrees to furnish the employee a written notice of a proposed adverse personnel action resulting in a reduction in grade or pay as a result of a classification decision. The Employer further agrees to negotiate the impact on the employee's working conditions with the designated Union representative. Once the Employer has reached a final decision, the employee will be advised in writing of any appeal rights in accordance with appropriate Merit Systems Protection Board and Department rules, regulations, and procedures.

26.5 Classification Appeals

An employee who believes his or her position description is misclassified, that is, that the official title, series, or grade of the position is incorrect, should discuss this concern with the immediate supervisor. If, after the discussion, the employee wants the position, title, series, or grade to be reconsidered, the employee may request an informal reconsideration of the title, series, or grade by submitting a written reconsideration request to the Human Resources Office, with a copy furnished to the supervisor. If the employee is not satisfied with the results of this reconsideration request, the employee may appeal to HHS and then OPM, or directly to OPM, as follows:

- Formally appeal the title, series, or grade to the HHS Office of Human Resources and Management Services, Classification Services Staff (CSS). The appeal should discuss the specific aspects of the position that the employee believes have been 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 on which the evaluation is based. A classification decision from the CSS will constitute the final classification decision within the DHHS. If the employee does not agree with this decision, the employee may appeal directly to OPM as described in Paragraph C below. (Note: The employee can appeal directly to OPM without an agency appeal; however, after an OPM appeal, the employee cannot go back to the agency for an appeal.)

- Appeal the title, series, or grade directly to OPM following the procedures in 5 CFR 511. If the employee is not satisfied with OPM's decision, the employee 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.

Article 27. Performance Management

27.1 Guiding Principles

The provisions of this article apply to employees in the BU covered by performance appraisal systems established in accordance with 5 USC 4302. The Employer and the Union recognize that performance management is an ongoing process; outstanding and unsatisfactory performance circumstances shall be dealt with as they occur.

The current Agency Performance Management and Appraisal Program policy can be accessed through the MASO Policy website, which is currently located at http://aops-mas-iis.cdc.gov/Policy/publicSearch.aspx. To the extent that there is a conflict in this article or Agreement

with the current policy or other management-issued performance documents, the parties' collective bargaining agreement governs.

Application of the employee performance management program will focus on contributions within the scope of the employee's federal job in achievement of CDC's overall service mission and will be fair, equitable, and reasonable. Employee performance goals and objectives are intended to be accomplished in a teamwork environment that emphasizes day-to-day interaction among employees and supervisors and that includes implementing modern and flexible work practices to achieve performance objectives through progressive personnel management.

The performance management program will encourage the following:

- Employee development;
- Administrative simplicity;
- The supervisor's role as leader and coach;
- Overall employee contributions; and
- Recognition of employees' special skills and contributions.

The program will not:

- Be used as a disciplinary tool;
- Foster competition between individual employees;
- Be based on numerical goals and/or numerical performance levels not contained in the employee's own performance standards;
- Be punitive or adversarial;
- Apply absolute performance standards except where they are crucial to the mission; or
- Be based on expectations or requirements that are unrealistic and unattainable by most employees working under normal conditions.

27.2 Evaluation Based on Job Performance

In accordance with law, employees' performance will be evaluated only on the basis of actual job performance—not conduct—for the designated appraisal period.

27.3 Allowance for Factors Beyond Employee's Control

When assessing performance, the Employer will consider and make allowances for factors that affect performance that are beyond the control of the employee.

27.4 Performance Standards

Application of all performance standards shall be fair and equitable, and consistent with regulatory requirements. To the maximum extent feasible, performance standards must be based on objective, reasonable, and measurable criteria, and provide a clear means of assessing whether objectives have been met. To the maximum extent feasible, the performance standards will be consistent for standard or like positions.

27.5 Performance Plans

- All critical elements in employees' performance plans will be consistent with the duties and responsibilities shown in the employee's official position description. When applicable and appropriate, the critical elements will be consistent for standard or like positions.

- The employee's supervisor or other appropriate management official will review all performance plan elements, ensure they are complete and accurate for the duties assigned, and ensure the performance plan is properly documented and included in the employee's performance folder and any other applicable agency records.

- The performance plan will be given to the employee within 31 calendar days after the beginning of each rating period. Employees will be given five (5) workdays to submit comments on the performance plan. Before comments are due, an employee may request to meet with a Union representative to discuss the performance plan. The rating official will consider the written comment(s) of an employee before finalizing a new or revised performance plan. Upon the conclusion of the five day period, the rating official will meet with the employee to clearly communicate performance expectations and discuss the employee's comments, if any were provided. The employee is responsible for asking for clarification on any aspect of the performance plan to ensure clear understanding of the rating official's expectations and the standards against which performance will be measured. If the employee declines to sign, the effective date of the plan is the date the rating official met and discussed the plan with the employee. The employee's signature means the rating official has communicated the plan to the employee. It does not mean the employee agrees with the plan.

- The parties recognize that performance management is an ongoing process. Supervisors and employees should discuss performance expectations, evaluate the potential impact of changes in the workplace situation, and revise the performance plan as may be needed any time during the appraisal period, not just at the beginning of the year and during the midyear progress review.

27.6 Annual Performance Appraisals and Midyear Progress Reviews

- The annual performance appraisal period is January 1 through December 31. Employees will receive (both in writing and orally) a mid-year progress review and annual performance rating. The written mid-year progress reviews and annual appraisals will include written narratives for each element in the employee's performance plan on which the review or appraisal is based. While numerical ratings are not given at mid-year, unless performance is less than satisfactory, supervisors will specify in the written narrative whether or not the employee has met or exceeded expectations.

- Employees will be provided reasonable advance notice before mid-year and annual reviews are conducted. The progress review and annual appraisal discussions should be between the employee and the supervisor or rating official. Other management officials with direct responsibilities in the reviewing or rating process may participate. Employees will be given at least 5 full workdays to provide a self-rating or input, which may result in dialogue or discussion with their supervisor, before the supervisor or rating official prepares the rating. Progress review and annual rating discussions are confidential. During these discussions employees have the option of discussing training needs.

- The minimum period of time a critical element of a performance plan must be in place for a BUE to be given a formal midyear progress review using that element is 45 calendar days.

- An employee who did not have the opportunity to perform a job element in his/her performance plan will not be rated on it.

- Within 31 calendar days of the end of the annual rating period, the rating official will provide each eligible employee a performance rating, to include the required narrative.

- The employee may provide written comments to the rating, if desired. If the employee submits comments in the system, they will become part of the official performance record, and will be included with the final appraisal any time a copy of the appraisal is provided.

- Both self-ratings or input and written comments to prepared appraisals are optional for the employee. Whether the employee provides self-ratings or input or written comments to a prepared appraisal will have no adverse effect on the final rating, nor will it affect an employee's right to grieve the appraisal under the negotiated grievance procedure.

- At a minimum, there will be one progress review completed midway through the rating period. The purpose of the progress review is to review the employee's job performance and accuracy of the performance plan, reinforce strengths, and identify ways to improve weaknesses, if any.

- A summary rating will be prepared by the supervisor during the rating cycle, if an employee is reassigned or the supervisor leaves his/her position during the rating cycle, provided the employee has been performing under the performance plan for a minimum of 90 days, and to the extent it is within the Employer's control to require it of the departing supervisor. This summary rating will be considered by the new rating official in preparing the end-of-cycle rating of record.

27.7 Performance Discussions/Performance Counseling Sessions

Most performance problems can be resolved through effective communication between supervisors and their employees. A performance discussion/counseling session is the opportunity to clarify expectations and discuss performance problems.

The parties recognize that allowing an employee to have a Union representative present during a performance discussion could help resolve concerns informally and cooperatively. Employees may therefore request Union representation for performance discussions, with the understanding that granting the request is at the supervisor's discretion. If, however, the manager has a labor/employee relations specialist present, the employee would also be entitled to have a Union representative present, upon request. The manager will give the employee at least 3 days advance notice of the meeting and it is the employee's responsibility to request Union representation.

27.8 Fully Successful Performance

Assistance may be provided to employees with fully successful performance who seek help to improve or enhance their performance, to include supervisory feedback on how to obtain a higher rating.

27.9 Minimally/Marginally Successful Performance

Minimally (marginally) successful performance is defined as performance that meets standards at a level that is only adequate for retention in the position. Employees who receive a rating below fully successful are not eligible to receive a within-grade-increase.

At any time a supervisor believes an employee's performance has fallen to minimally (marginally) successful levels in one or more critical elements specified in the performance plan, the supervisor or rating official is strongly encouraged to offer any assistance needed to bring the employee's performance to fully successful. Assistance may include but is not limited to regular and recurring counseling, written and oral feedback, and providing the employee with a Performance Assistance Plan (PAP). Supervisors should consult with the servicing Atlanta Human Resources Field Office for assistance in dealing with minimally successful performance.

27.10 Unacceptable Performance

This section applies to all employees who have completed a probationary or trial period. No employee will have an action proposed under 5 CFR 432, that is, reduction in grade or removal, that relies on a performance plan under which they have not been working for at least the minimum rating period established by the agency's performance management program, where performance expectations have not been communicated to the employee consistent with the requirements of law and the terms of this Agreement, or unless the employee has first been given an adequate opportunity to demonstrate acceptable performance.

- Unacceptable performance is defined as performance by an employee that fails to meet established performance standards in one or more critical job elements shown in his/her performance plan. Unacceptable performance is an official rating; however, the terms unsuccessful or unsatisfactory are at times used synonymously to describe unacceptable performance.

- If at any time during the performance appraisal cycle that an employee's performance is determined to be unacceptable in one or more critical job elements, the Employer will:
  - Notify the employee of the critical job elements(s) for which performance is unacceptable; and
  - Issue a written Performance Improvement Plan (PIP), to the employee, including but not limited to suggestions as to how the employee can improve his/her performance, the type of assistance the Employer will provide, the specific period of time the PIP will be in place, and instructions on ways the employee can be expected to raise his/her performance to an acceptable level.

  To avoid a reduction in grade or removal, the employee must meet and sustain at an acceptable level, the performance standard(s) for the critical job element(s) at issue.

- As necessary, the Employer will provide employees on a PIP with counseling on a regular and recurring basis, to assist the employee to bring his or her performance to an acceptable level prior to initiating any removal or demotion action under this article.

- PIP: Prior to issuing a notice of proposed action based on unacceptable performance, the Employer will issue a memorandum to the employee detailing the PIP that contains the following information:
  - Identification of the critical job elements and performance standards for which performance is unacceptable;
  - Specific examples of how the employee's performance does not meet the performance standards for those elements;

- Specification of ways in which the employee must improve performance to meet the standards;
- A statement that the employee has a reasonable period of time (specified in calendar days) in which to bring performance up to an acceptable level. This period of time shall not be fewer than sixty (60) days, unless the employee demonstrates acceptable performance prior to sixty (60) days, and shall not be more than ninety (90) days;
- A description of what the Employer will do to assist the employee to improve the unacceptable performance during the opportunity period; and
- A statement that failure to improve performance to a level above unacceptable and sustain it at that level in the time period specified in the PIP may result in the employee being reduced in grade or removed.

- Proposal Memorandum: An employee whose reduction in grade or removal is proposed under this article is entitled to at least 30 calendar days' advance written notice of the proposed action. The written notice will contain the following:
  - The action being proposed;
  - The critical elements of the employee's position for which his or her performance is still unacceptable after being placed on a PIP;
  - The specific instances of unacceptable performance on which the proposed action is based;
  - The employee's right to be represented;
  - Information stating that the employee is entitled to respond, orally and/or in writing, within fifteen (15) calendar days;
  - The name of the individual to whom the employee's response to the proposal memorandum shall be made; and
  - Information stating that a decision as to the retention, reduction in grade, or removal will be made no sooner than thirty (30) calendar days after the receipt of the notice and no later than thirty (30) calendar days from the expiration of the notice period.

  The Employer will make available for review by the employee or his/her designated representative a copy of the material relied upon for the proposed action, subsequent to the advance notice being delivered to the employee. If requested by the employee or her/his representative, the Employer will furnish a copy of such material.

  The Employer will not make a decision on the proposal until after the oral or written reply is heard/submitted and considered, unless such restriction would violate the Employer's statutory obligation to make a decision within thirty (30) calendar days after expiration of the notice period.

- A written decision to retain, reduce in grade, or remove an employee will be issued to the employee and will specify the effective date, the action to be taken, and the employee's right of appeal.

- Within thirty (30) calendar days of the effective date of the action, final Employer decisions may be challenged by the employee in only one of the following ways:
  - By filing an appeal with the MSPB in accordance with applicable law and regulations [currently within thirty (30) calendar days];
  - By initiating a formal complaint of discrimination to be filed under the administrative EEO process.
  - By initiating a negotiated grievance.

The final decision letter that is issued to the employee will contain a statement of his or her right to challenge the action in one of these three (3) ways. Once an employee has elected one of these procedures, the employee may not change thereafter to a different procedure.

27.11 Union Notification and Negotiation

The Employer agrees to negotiate with the Union on the impact and implementation of policies and procedures concerning the performance appraisal system as they apply to employees in the BU, and on modifications to such policies and procedures. Any changes to the performance management system content (selectable performance elements or standards) will be reviewed and approved by the Performance Management System Governance Board, which will include a designated Union representative.

Article 28. Training and Employee Development

28.1 Guiding Principles

The Employer and the Union agree that training and development of employees is of critical and significant importance to fulfilling the mission of CDC. Therefore, the practice of the Employer will be, within available resources and consistent with Employer needs, to utilize to the fullest extent the skills and potential of employees by all practical means. Strategies and methods may include but are not limited to (a) providing employees opportunities to enhance their job-related skills through on-the-job training, formal training, and career development programs, and (b) modifying the duties and responsibilities of new or unencumbered positions and making necessary changes in training, selection, and other personnel practices to give employees in lower grades the opportunity to compete and qualify for higher-grade positions.

28.2 Training To Be Provided Annually or Continuously Online

The parties agree that training and career development opportunities will be made available in accordance with 5 CFR 410. Training in the following areas will be provided either annually or continuously online for BUEs**:**

- performance management
- workforce diversity
- EEO complaint
- reasonable accommodation
- career development

Where applicable, such training will include information related to automated systems that may be used by employees, such as systems used to track reasonable accommodation requests or to develop performance plans.

28.3 Requests for Training Information

The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of BUEs. The Union will be provided with available training-related data, survey results, financial reports, and similar information, provided that it does not violate confidentiality.

28.4 Individual Development Plans

- Within the existing regulations and procedures, the Employer will provide annual opportunity for each employee in cooperation with his/her supervisor to discuss and develop Individual Development Plans (IDPs) for the coming year. The employee is not required to develop an IDP but can use Individual Learning Account (ILA) funds only if the requested use is congruent with the contents of his or her approved IDP. Normally an IDP will be completed within 10 working days of a discussion. However, IDPs can be updated or revised at any time during the year, if needed. An IDP is not considered to be approved until both the employee and the supervisor have signed.

- Priority will be given to training needs designed to address performance deficiencies due to gaps in proficiency for the required competencies. If an employee and supervisor do not reach an agreement on the contents of the IDP, employees are encouraged to seek resolution through the next level of management. If a resolution is still not reached, this matter may be resolved through the existing negotiated grievance process or another formal complaint process.

- Approved IDPs shall be followed as closely as possible. However, when workload or other mission-related circumstances preclude following the plan, the supervisor and employee will discuss and amend the plan accordingly.

- BUEs' IDP training requests will be given fair and equitable consideration based on career goals and objectives related to their federal employment. Approved training can be paid for with program funds or ILA funds or both, as available.

- Supervisory disapproval or denial of a training request contained in an approved IDP shall be communicated in writing and the reason for denial clearly expressed.

28.5 Individual Learning Accounts

An Individual Learning Account (ILA) is a specified amount of resources such as dollars, hours, or learning technology tools (i.e., access to the internet, use of government computers away from the office, etc.), or a combination of the three, that are set aside for an individual employee to use for his or her learning and development.

- ILA resources must be used for purposes related to education and training for an employee's current or potential future federal employment, and may be used for any specific purpose authorized by policies and practices negotiated as appropriate with the Union.

- Among the items and purposes besides traditional classroom training for which ILA funds can be used per OPM guidelines and in accordance with 5 USC 4109 are training-related travel costs and software, books, and electronic media to assist the employee in career development. (Note: This is not an all-inclusive list.)

- If use of ILA funds must be prioritized, it is understood by the parties that higher priority will be given to uses targeted to close competency gaps in critical skill areas or needs that enhance individual, work unit, and CDC mission performance. Employees may voluntarily use their ILA funds to pay for mandated training, but they are not to be required to do so.

- ILAs are not intended to cap overall spending on training for any employee but shall be used to supplement traditional funding channels.

28.6 Fair Consideration of Training Requests

Training will be available to all employees in a nondiscriminatory manner. The parties agree where specific training courses have an identified target audience, priority will be given to individuals in that target audience. However, all employees are eligible to apply. Acceptance will be based in part on availability of slots. If a target audience has been fully accommodated, and slots are still available, other employees who have been approved will be accepted. This does not apply to courses that are designed for supervisors or specific disciplines.

28.7 Career Development Counseling

Employees are encouraged to seek counsel in determining their own job-related career needs. The Employer will furnish, within existing regulations and procedures, a continuing employee counseling service for career or upward mobility counseling.

28.8 Cross Training

The parties agree, when determined by the Employer to be feasible and practicable for mission accomplishment, employees within the same occupational groups will be cross-trained to meet mission requirements and to enhance employee career mobility. Employees may also request a detail for cross-training purposes.

28.9 Long-Term Education

Long-term education program announcements will be provided to the Union President at the same time they are given to employees. At either the Employer's or the Union's initiative, the Parties will meet to review the availability, nature, and criteria for short, intermediate, and long-term education opportunities available to BUEs.

Article 29. Employee Suggestions

The Parties agree to encourage all employees to improve the efficiency and economy of Government operations through active participation in the Employee Suggestion Program. It is the desire of the Employer and the Union that all employee suggestions be acknowledged and processed in a timely and expeditious manner, and that if adopted, the employee be given appropriate recognition and/or compensation.

Article 30. Child and Elder Care

30.1 Child Care and Elder Care Activities

The Employer will continue to provide and/or support various activities in order to meet the ongoing child and elder care needs of employees. These may include, but are not limited to, such things as child/elder care and parenting information and seminars, consortiums, resource and referral information, education and training workshops and activities, and counseling as available through the Employee Assistance Program (EAP).

30.2 Child Care Resources

Upon an employee's request, the Employer will provide inquiring employees with current listings of the qualified child care resources and referrals, which are available nationwide. Because of the broad range of child care needs, the Employer will provide specific information, for example, age groups served, types of program offered, and special needs programs when compiling such listings.

30.3 Child Care Tuition Subsidy

- In accordance with law, and subject to the availability of funds, the Employer will provide a subsidy to lower-income employees for the expenses associated with obtaining child care. This subsidy applies for federal and non-federal child care providers and for both full- and part-time programs such as before and after school programs and daytime summer programs, provided the facility is licensed.

- Eligibility for subsidies will be based on adjusted gross income for the family as reported on the most recent federal tax return of the employee applying for the subsidy.

- The subsidy will be paid on a sliding scale. Current information on the scale can be accessed on the CDC intranet at the following URL: http://intranet.cdc.gov/hr/Worklife/childcare.html#CCTSP. The Union will be notified and given an opportunity to bargain on changes made to the scale.

- The subsidy will be paid on a monthly basis and will be effective the beginning of the month in which the completed application package is received and approved. The Federal Employee Education and Assistance Fund (FEEA) administer the Employer's child care tuition subsidy program. FEEA receives completed tuition subsidy applications, determines the subsidy amount, and notifies applicants and child care providers of approval or disapproval. The subsidy is paid directly to the child care providers by the FEEA. The current maximum annual amount per family may be found on the web site.

- At least every 3 years, the Employer will review data potentially having a bearing on the schedule, such as information about employee salary levels, child care costs, and participation in the child care tuition subsidy program, in relation to the availability of program funding, to determine whether the schedule should be adjusted to maintain an equitable distribution of benefits for all eligible employees. The Employer may review such data sooner if changes such as pay increases or program budget changes warrant a more frequent review.

30.4 Clifton School Child Care Facilities

For the duration of this agreement, the Employer will continue to provide and maintain the Clifton School child care facilities as applicable, in accordance with the school charter and/or any other preexisting binding agreements.

The employer will notify the Union if/when a CDC slot on the Clifton School Board of Directors becomes vacant, and the Union will have 10 days after such notice is received to submit candidates for consideration. Any written criteria developed for the consideration of Board member representatives will be provided to the Union.

The CDC Worklife Coordinator will serve as a resource to the Union to answer questions and/or assist in obtaining documentation related to the Clifton School that is available to him/her.

30.5 Elder Care Resources

The Employer will provide employees with nationwide elder care resources and referrals to providers to help employees and caregivers with elder care needs. This information should promote the awareness and importance of elder care and aging services and programs by providing referral information on topics such as: caregiving management, community resources, Federal and national organizations, financial assistance and mortgage services, health and wellness services, home assistance and modification, insurance, legal matters, living options and publications.

30.6 Leave and Arrangements

- Employees may use any combination of leave, LWOP, earned compensatory leave, and donated leave available to them in accordance with applicable laws, rules, and regulations to provide care for or attend to a family member, and as provided in the articles on overtime, absence and leave, sick leave, and annual leave.

- Employees may use work life programs and practices that may assist with child care or elder care responsibilities, for example, part-time employment, job sharing, leave, flexible work schedules, working shift changes, etc., in accordance with this Agreement. Employees will be permitted to contact child care and elder care providers during duty hours.

Article 31. Energy Conservation

The Union and the Employer jointly recognize the importance of coping with reduced energy resources through conservation of fuels, electricity, and water. The Union recognizes the Employer's right to take measures to conserve energy and agrees to cooperate with energy conservation efforts.

Article 32. Reduction in Force

32.1 Guiding Principles

The Employer agrees to make a reasonable effort to avoid or minimize the impact of a reduction in force by adjusting the workforce through reassignment of employees when possible and through the operation of a positive outplacement program in accordance with applicable regulations. At no time will the Employer use reduction in force as a disciplinary action.

32.2 Union Notice and Opportunity to Bargain

The Employer agrees to notify the Union when it appears that a general reduction in force is probable. The Union shall be provided specific notice that a reduction in force will take place not less than sixty (60) days (except in cases of emergency situations) prior to the effective date of the reduction in force. Upon request of the Union, the Parties will meet to discuss reduction in force procedures. The Union will be provided all information called for by law or regulation pertaining to the reduction in force action. When the information becomes available, the Union will be informed of the competitive levels initially affected, the number of employees involved, the proposed effective date, and the reasons for the action.

All relevant retention registers shall be made available to the Union prior to the time the specific notices are issued. The specific notice shall inform the employee of his/her right to review the retention register. A reasonable amount of duty time shall be allowed to view retention registers. At the employee's request, a Union representative may be present while the employee reviews his/her retention record and all other actions pertaining to the reduction in force. The Parties agree that information concerning reduction in force procedures and employees' rights will be disseminated as appropriate to affected employees in the most reasonable manner. Informational meetings regarding reduction in force will be held at the request of the Union.

32.3 Positions Eliminated Because of Automation or Adoption of Labor-Saving Devices

It is agreed that the Employer, to the extent consistent with the Employer's workforce and budgetary requirements, will make every effort to reassign employees whose positions are eliminated due to automation or adoption of labor-saving devices. When necessary for reassignment, the Employer will make reasonable efforts to train employees whose positions are eliminated because of automation or adoption of labor-saving devices. In determining the appropriateness of such training, the Employer will consider reasonableness of cost of the training and the possession of necessary qualifications by the employee. Training provided under this section will be after completion of the reduction-in-force action.

32.4 Offers of Reassignment

A reasonable offer of a reassignment when an employee's position has been eliminated due to a RIF, for the purposes of applying Section 5362(d) (3) of Title 5 USC, is defined as the offer of a position, the grade of which is equal to or higher than the retained grade and is a (1) full-time position for employees in full-time positions, (2) continuing position expected to last at least ninety (90) days, (3) one for which the employee is qualified unless qualifications standards are waived as appropriate, and (4) in the same commuting area. To the extent that training is needed to ameliorate the impact of a RIF, such training will be implemented if practical, feasible, and not inconsistent with OPM regulations.

Article 33. Occupational Safety and Health

33.1 Implementation of Laws, Regulations, and Other Requirements

The Employer agrees to provide a safe and healthy workplace and environment for all employees. All employees are responsible for prompt reporting of unsafe conditions to their supervisors. It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer and the Union jointly agree that to the extent such provisions are applicable, they will adopt and abide by the provisions of the "Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related Matters" as published in Parts 1960.1 through 1960.90, Title 29, Code of Federal Regulations and Executive Order 12196.

33.2 Work Under Hazardous Conditions

When duties involving special hazards must be performed, the Employer will provide reasonable training or indoctrination to the employees involved concerning the hazards and the proper work methods, and will provide protective measures and equipment that will be used. When an employee believes he/she is being required to work under conditions that are unsafe or unhealthy beyond normal hazards inherent to the operation in question, the employee shall refer the matter to his/her supervisor

for decision. If the employee is dissatisfied with the decision of the supervisor, the matter will be referred to the Director, Office of Health and Safety for resolution.

33.3 Union Consultation and Negotiation

- The Employer agrees to consult with the Union concerning the implementation of new or revised CDC policy issuances relating to safety and occupational health, unless the issuance or policy is directed by, or implemented by higher authority, or emergency conditions preclude consultation with the Union.

- The Union may designate three representatives to serve on CDC's Health and Safety Committee.

- The Employer will welcome at any time, from an individual employee or from the Union, suggestions that offer practical and economically feasible ways of improving safety conditions. The Union President, or his/her designated representative, will meet with the Employer's representative, without loss of pay or leave, at reasonable times, or when an emergency is known to exist, to make recommendations concerning any known safety problems.

- Where a BUE has so notified the Employer, the Union will have an opportunity to be present during any discussion between the Employer and employee pertaining to a safety or occupational health hazard.

- Copies of reports of unsafe working conditions filed with the CDC Health and Safety Office will be made available to the Union for review.

- The Employer will make every reasonable effort to ensure that each building occupied by BUEs has an annual safety and health evaluation. The Union will be given the opportunity to designate a representative to be present during the evaluation. The Employer will notify the Union of the time and place where the evaluation will begin as far in advance of the evaluation date as possible. The Union will notify the Employer or its representative of its intent not to participate prior to the scheduled evaluation. When the designated Union representative is an employee, the representative may participate in the evaluation without charge to leave.

- Based on mission requirements, the Employer will approve special health and safety training, on official time, with appropriate reimbursements, for the Union’s representatives on the CDC Health and Safety Committee.

33.4 Special Equipment, Uniforms, Protective Clothing, or Special Apparel

When the Employer has made a determination that the need exists and requires the use of special equipment, the wearing of uniforms, protective clothing, or special wearing apparel to protect the employee or the environment, these specified items will be provided by the Employer. All special equipment, uniforms, protective clothing, or special wearing apparel must be used or worn as prescribed by the Employer in accordance with appropriate laws and regulations.

33.5 Safety Checks for Employees Working Alone

For safety reasons, where an employee is working alone in an environment that could pose safety hazards under certain conditions, and without periodic checks by a supervisor or other employee, the employee shall be required to call into a designated location every two (2) hours. This requirement may be waived if the affected employee so requests in writing.

33.6 On-the-Job Injury or Occupational Disease or Illness

33.6.1 Reporting and claims

Employees will report on-the-job traumatic injuries and occupational diseases or illnesses to their supervisors. Form CA-1 should be submitted to report a traumatic injury and Form CA-2 should be used to report an occupational disease or illness. Supervisors in particular and the Employer in general will facilitate and assist employees in completing and submitting incident reports and OWCP forms and documentation and will cooperate in official inquiries, investigations, and processing of employees' reports and claims.

The Employer and the employee are to abide by the guidance set forth in Pamphlet CA-550, Questions and Answers about FECA and CA-810, Injury Compensation for Federal Employees.
If the employee's injury or illness prevents the submission of the required incident report or forms, the report or forms may be submitted by the supervisor or someone else acting on the employee's behalf. The required forms should be filed as soon as possible, and must be filed within the time limits prescribed by DOL (as shown in the form instructions) to be eligible for coverage of or reimbursement for medical expenses, continuation of pay, and reimbursement of leave.

Exposure to infectious agents or hazardous substances, 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/her supervisor to the Occupational Health Clinic for evaluation. Referral to the clinic should be made on a memorandum. For record purposes, an employee may document the exposure on a memorandum and request that it be placed in his/her official personnel folder, with the understanding that the document may be purged from the official personnel folder if the employee transfers to another agency.

33.6.2 Transportation for treatment

When an employee on duty requires treatment away from the activity because of a job-related injury, the Employer will contact appropriate emergency medical personnel to provide transportation if needed and may provide or assist the employee with arranging for non-emergency transportation on the day that the on-the-job injury occurs. The applicable provisions of the Federal Employee's Compensation Act, as administered by the DOL Office of Workers' Compensation Programs, will be made available to employees.

33.6.3 Duty restrictions/limitations

An employee who has sustained a work-related injury or illness will be required to perform duties only to the extent and within the limits prescribed by the treating medical practitioner or Occupational Health and Safety practitioner, as applicable. No employee will be assigned duties when, in the practitioner's opinion, the duties would aggravate the employee's injury or illness. In the event the supervisor does not have limited duty for the employee that is within the limitations the treating practitioner has specified, the supervisor will attempt to locate limited duty work the employee can perform. If the required limited duty cannot be found, documentation to that effect will be provided to the employee and the employee will be placed on continuation of pay, if eligible. If ineligible for continuation of pay, the employee may request leave as appropriate.

33.6.4 Inability to perform duties

When an employee is unable to perform the duties of his/her position because of a physical or mental disability as certified on an acceptable medical certificate, the Employer will make reasonable efforts to assign duties, if available and necessary to be performed, to the employee for which he/she is medically qualified. The Employer agrees to give special emphasis to this provision by means of additional policy statements and/or instructions to supervisors, as appropriate.

33.6.5 Medical surveillance, examinations, or assessments

The Employer agrees to provide medical surveillance to reduce insofar as possible the health risks to its employees who may be exposed to biological or chemical hazards. Physical examinations or other appropriate medical assessment will be provided as appropriate, especially in cases involving on-the-job injury/illness, at no cost to the employee. Records of such surveillance, examinations, or assessments will be considered confidential and will be maintained in accordance with the Privacy Act.

33.7 Health and Safety Training and Preparedness

- All employees, including those on temporary assignment, will be given full and complete training necessary to ensure a safe and healthful work environment.
- In accordance with the Comprehensive Emergency Management Plan (CEMP), the Employer will take steps on at least an annual basis to ensure that the employees are familiar with the proper procedures for leaving the work areas during emergency situations, including the method of notification to be used. When such emergencies occur, the Employer will take all appropriate steps to expeditiously and safely evacuate the employees.
- The Employer will provide a reasonable number of first aid kits for use in the work place. The number and location of such kits will be decided locally by the parties. Employees needing first aid should go to the Occupational Health Clinic, when available.

- The Employer will provide training to interested employees and encourage them to learn techniques of cardiopulmonary resuscitation (CPR). Training will be provided when a large enough number of employees to form a class have requested that the training be conducted. Training will be provided on official time.

- The Employer agrees to continue to provide health and safety presentations including such topics as disaster preparedness, disease prevention (e.g., glaucoma, diabetes, colon cancer, etc.), sexually transmitted diseases, hypertension, first aid, weight control, smoking, and stress reduction.

- The Employer agrees to implement and comply with the Hazards Communications Program by posting information provided by manufacturers/suppliers concerning toxic or hazardous materials being used in the work place.

33.8 Health and Safety Issues Specific to Computer Workstations

- Employees who perform continuous work with video monitors periodically will be permitted to do other assigned work that does not produce visual fatigue or muscular tension. As a minimum, a break should be taken after two (2) hours of continuous work using a video display, and breaks should be more frequent as visual, mental, and muscular burdens increase. At the request of employees, anti-glare screens will be provided for video monitors, and employees will be instructed as to their use.

- In regard to ergonomics, Management and employees will comply with the CDC Ergonomics Policy. Further, the Employer will ensure that modifications recommended to be made or items recommended for ergonomic correctness of the workstation will be provided as quickly as feasible, based on funds availability.

33.9 Sanitary Products for Women's Restrooms

The Employer and Union agree to encourage both private vendors and employee organizations to provide sanitary napkins and tampons in women's restrooms at CDC owned and leased buildings.

Article 34. Disciplinary and Adverse Actions

34.1 Procedures and Requirements

- This article applies to all employees who have completed the applicable probationary or trial period, as appropriate. For purposes of this article, disciplinary actions include suspensions for fourteen (14) calendar days or fewer and reprimands reduced to writing. Disciplinary actions exclude counseling/warnings, whether oral or in writing, and admonishments, whether oral or in writing. An adverse action is defined under 5 USC 7512 as a suspension of more than fourteen (14) calendar days, reduction in grade or pay, furlough of thirty (30) calendar days or less, or removal.

- The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service, not to punish employees. The concept of progressive discipline will guide managers in making decisions regarding appropriate disciplinary or adverse actions. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed when the severe nature of an employee's behavior makes a lesser form of discipline inappropriate.

- Normally, discipline should be preceded by counseling or oral warnings which are informal in nature and not recorded. Counseling and warnings will be conducted privately and in such a manner as to avoid embarrassment to the employee.

- Disciplinary or adverse actions will not be taken for arbitrary and capricious reasons. No employee will be disciplined except for just cause that promotes the efficiency of the service.

- In effecting disciplinary and adverse actions, the Employer shall endorse the use of like penalties for like offenses and progressive discipline. The Employer shall consider the existence of any mitigating and/or aggravating circumstances, the nature of the position occupied by the employee at issue, and any other factors bearing upon the incident(s) or act(s) underlying the action. Examples of mitigating or aggravating circumstances, may include, but are not necessarily limited to, the employee's past work and disciplinary records, length of service, the potential for her/his rehabilitation, the seriousness of the offense and its relation to the employee's duties and its impact on the Employer, the consistency of the penalty with those imposed on others in similar situations, potential alternative sanctions to deter future misconduct, etc. The degree of discipline administered will be proportionate to the offense and will be determined on a case-by-case basis.

- If the Employer has reason to believe an employee is intoxicated or under the influence of illegal drugs while on duty, the employee shall be immediately informed of such and given an opportunity to demonstrate otherwise if he or she chooses to do so.

34.2 Investigations

- When conducting investigations that may lead to disciplinary or adverse actions, the Employer will follow the current HHS Instruction 752, Discipline and Adverse Action policy, including consulting with an Employee Relations Specialist. The parties agree that before issuing a proposal to take disciplinary or adverse action against a BUE, the Employer will conduct an appropriate investigation as warranted by the circumstances of the case. In most cases an investigation would be expected to include interviewing the involved parties and witnesses, getting the employee's side of the story, and reviewing any evidence that may be available to show whether the employee is or is not guilty of misconduct.

- All evidence that was reviewed during an investigation for the purpose of determining whether to propose taking a disciplinary or adverse action against an employee will be provided to the employee and his or her representative on request, provided that doing so would not interfere with a pending investigation in another matter.

- No supervisory documentation ~~notes~~ used to support proposal of any disciplinary or adverse action will be admitted as evidence unless the issues addressed in the documentation were discussed with the employee in a timely manner.

- Employees have the right to have a Union representative present at any examination, inquiry, or investigation by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. For additional details about this right, see Section 5.3 of Article 5, Employee Rights.

- Third Party Witness Interview Notification: prior to beginning an interview with employees who are being interviewed as a third party witnesses, the Employer will provide employees with a written statement regarding the employee's rights (see Appendix B), which the employee will be asked to sign and date at the outset of the interview, and a copy provided to the employee.

- Federal employees do not have the right to remain silent in an investigative interview conducted by the agency. However, in a situation in which an agency entity such as the Inspector General plans to interview an employee in a case potentially involving criminal activity, the Employer will protect the employee's Constitutional right against self-incrimination by giving the employee the following written statement regarding his or her rights before beginning the interview:

  > "You are here to be asked questions pertaining to your employment with the Centers for Disease Control and Prevention (CDC) and the duties that you perform for CDC. You have the option to remain silent, although you may be subject to discipline up to and including removal from your employment if you fail to answer material and relevant questions relating to the performance of your duties as an employee. You are further advised that the answers you may give to the questions propounded to you at this interview, or any information or evidence which is gained by reason of your answers, may not be used against you in a criminal proceeding except that you may be subject to a criminal prosecution for any false answer that you may give.
  >
  > I hereby acknowledge receipt of the aforementioned notification of my rights."

  The employee will be asked to sign and date this statement, and will be given a copy of the executed statement.

- A supervisor or manager who believes an employee may have been involved in possible criminal activity will consult with a Labor Relations Specialist for guidance.

34.3 Timeliness of Discipline

If the Employer believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense was committed or made known to the Employer.

34.4 Alternative Discipline

- Alternative forms of discipline are often of benefit to both the employee and the Employer. The objectives of using alternative forms of discipline include:
  - Improving communications and interpersonal working relationships between supervisors and employees;
  - Correcting behavioral problems;
  - Reducing the costs and delays inherent in traditional disciplinary actions; and
  - Decreasing the contentiousness between the parties.

- The Agreement does not require that alternative discipline be used. However, if alternative discipline is used, all other applicable requirements of this Agreement and pertinent law regarding discipline must be met.
- Any notice of proposed disciplinary or adverse action will contain a notification to the employee of their right to request alternative discipline in accordance with the current HHS Policy on Discipline and Adverse Actions, which is available on the CDC Intranet.

- Alternative discipline may be requested by the employee or offered by management at any stage of the traditional process. For example, it may be requested or offered after a notice of proposed suspension or removal has been issued, after the employee's oral and/or written reply to a proposal or after a decision has been reached. If an employee requests consideration of alternative discipline after a decision has been rendered in the traditional disciplinary process, the employee will be given a decision on the request as soon as feasible, but no later than the effective date the discipline is to be imposed.

34.5 Right to Union Representation in Providing Written or Sworn Statements

The Employer agrees that prior to the taking of a written or sworn statement from an employee on matters that may lead to disciplinary or adverse action against the employee, he/she must be advised at that time of his/her right to be represented by the Union or other representative.

34.6 Reprimands

- An official reprimand is a written disciplinary action that specifies the reasons the action is being taken. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of the employee's electronic Official Personnel Folder (eOPF) or other agency personnel files for up to 1 year.

- During the issuance of a reprimand, discussion between the employee and the issuing manager will be limited to the issuance of the reprimand and acknowledgement of receipt. During the meeting notification process, the employee will be informed about the purpose of the meeting in advance.

Considering that the meeting will comprise only issuance of the reprimand and acknowledgment of receipt, employees will not be entitled to Union representation for this meeting.

34.7 Short-Term Suspensions

- Short-term suspensions are suspensions of 14 days or less.

- An employee against whom a short-term suspension is proposed is entitled to the following:
  - An advance written notice that specifies the reasons for the proposed action and gives the name and contact information of the management official who will hear/receive the employee's oral and/or written reply. This official will be the person who will be making the final decision on the matter, or his/her designee.
  - The effective date of the disciplinary action must be greater than 20 workdays after issuance of the proposal.
  - An employee will be provided 15 workdays post receipt of the proposal for disciplinary action to respond orally and/or in writing and to furnish documentary evidence in support of the response.
  - A reasonable amount of duty time to prepare for and present the oral and/or written response.
  - Representation by the Union, an attorney, or other representative of the employee's choice.

- If the employee makes an oral reply to the proposed action, either or both parties may make a digital voice recording of the proceedings of the meeting at which the oral reply is made. If such a recording is made, an electronic copy will be provided to the other party at the conclusion of the meeting.

34.8 Suspension for More Than 14 Days, Reduction in Grade, Reduction in Pay, or Removal

An employee against whom a suspension for more than 14 days, reduction in grade, reduction in pay, or removal is proposed is entitled to the following:

- An advance written notice that specifies the reasons for the proposed action and gives the name and contact information of the management official who will hear/receive the employee's oral and/or written reply. This official will be the person who will be making the final decision on the matter, or his/her designee.

- The effective date of the disciplinary action must be greater than 25 workdays after issuance of the proposal.

- An employee will be provided 20 workdays post receipt of the proposal for adverse action to respond orally and/or in writing and to furnish documentary evidence in support of the response.

- A reasonable amount of duty time, but in no case less than 1 full workday, to prepare for and present the oral and/or written response.

- Representation by the Union, an attorney, or other representative of the employee's choice.

- The Employer may provide fewer than 25 workdays' notice when the Employer has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, and the Employer is proposing a removal or a suspension (including an indefinite suspension). However, in no case can the Employer provide fewer than 7 calendar days' notice.

- When the circumstances require that the employee be kept away from the worksite, the Employer may place the employee in a nonduty status with pay for such time as is necessary to effect the proposed action.

- If the employee makes an oral reply to the proposed action, either or both parties may make a digital voice recording of the proceedings of the meeting at which the oral reply is made. If such a recording is made, an electronic copy will be provided to the other party at the conclusion of the meeting.

34.9 Additional Charges

If the Employer wishes to add additional charges between the time it proposes disciplinary or adverse action (i.e., action respectively specified in Section 34.7 or Section 34.8 above) and the time a decision is issued, the Employer will rescind the original proposal and issue a new one, including the new charges, thus restarting the process.

34.10 Requests for Time Extensions

The Employer will not unreasonably deny a request for extension of the time to respond to proposals for disciplinary or adverse actions.

34.11 Medical Condition

An employee who wishes consideration of any medical condition that may contribute to a conduct, performance or leave problem shall be given a reasonable amount of time to furnish medical documentation (as defined in 5 CFR 339.102) in accordance with this Agreement.

34.12 Off-Duty Conduct

In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Employer's written notification of the proposed action will also explain why and how there is a nexus between the off-duty misconduct and the efficiency of the service.

34.13 Agency Decision

- The final decision in a disciplinary or adverse action covered by this article must be made by a higher-level official than the official who issued the notice of proposed action.

- In arriving at its written decision on any proposed disciplinary or adverse action, the Employer shall not consider any reasons for taking the proposed action other than those specified in the proposal notice. In addition, the Employer shall consider any answer that the employee and/or his or her representative made to a designated official, any medical documentation furnished, and all pertinent information gathered during the investigation. The written decision will state how the Employer resolved any relevant factual disputes that the employee and/or his or her representative brought to the Employer's attention in written responses to the proposal, and it will address any points the employee submitted to the Employer in writing in his or her defense in response to the proposal. The Employer shall also consider the Douglas factors, and a general statement will be contained in the decision letter describing how the factors were considered. For adverse actions, the Employer will generate a separate document specifying how each of the factors was treated in the deciding official's determination of the imposed penalty. If the imposed penalty is less severe than what was proposed, the decision will also specify why the penalty was mitigated.

- If a decision is to take a disciplinary or adverse action, the written decision will specify the reasons, effective date, what action is to be taken (reprimand, suspension for X number of days, etc.), timeframes for filing a grievance or appeal, name and contact information of the management official to whom a grievance should be addressed, intranet website where contact information for Union representatives can be found, applicable sections of the Collective Bargaining Agreement, and websites for obtaining forms and information about filing an MSPB appeal or an EEO complaint (if applicable).

34.14 Appeal Rights

- A decision to take a disciplinary action (as defined in Section 34.1) may be grieved under Article 35 of this Agreement, or the employee may file a formal discrimination complaint under the provisions of 29 CFR Part 1614. The employee can choose only one of these two forums and cannot change to a different forum later. An employee shall be deemed to have made the choice of forum at such time as he or she timely files a written grievance or a formal discrimination complaint, whichever occurs first. A grievance on a disciplinary action must be filed at the level of the official who made the decision to take the action.

- An employee against whom a decision has been made to take an adverse action (as defined in Section 34.1) may appeal the decision to the Merit Systems Protection Board (MSPB), file a formal discrimination complaint under the provisions of 29 CFR Part 1614, or file a grievance at Step 3 of the negotiated grievance procedure, which may proceed to arbitration with the Union's concurrence. The employee can choose only one of these three forums and cannot change to a different forum later. An employee shall be deemed to have made the choice of forum at such time as he or she timely files an appeal with the MSPB, files a written grievance, or files a formal discrimination complaint, whichever occurs first.

- If a decision is made to remove an employee from his or her position in the federal service, the Employer will continue to maintain the employee's email and file shares for a minimum period of 45 calendar days after the date the removal action becomes effective.

34.15 Last Chance Agreements

- "Last Chance Agreements" refer to situations in which the Employer agrees to forgo effecting an adverse action against an employee in exchange for the employee's agreeing to conform to certain conduct expectations for a set period of time. The understanding is that if the employee does not meet his or her obligation under the agreement, the Employer is free to effect the adverse action.

- The parties agree that the use of Last Chance Agreements can be beneficial to both employees and the Employer, and that when they are used, it shall be for just cause and shall not be arbitrary, capricious, or based on disparate treatment.

- The Employer shall not offer or attempt to persuade employees to waive their rights in connection with adverse actions or to waive their rights to challenge such actions through appropriate procedures such as appeals to the Merit Systems Protection Board, EEO complaints or grievances using the negotiated process.

- Before offering an employee a Last Chance Agreement, the Employer will notify the Union and give the Union an opportunity to be present at any meeting in which the employee is offered such an agreement.

- The parties agree that the specific provisions and requirements to be included in a Last Chance Agreement are negotiable.

- If subsequent to an employee's agreeing to abide by the terms of a Last Chance Agreement, allegations are made that the employee has breached the agreement, the Employer will afford the employee appropriate notice, opportunity to respond, and a written decision before implementing an action based on the alleged breach.

34.16 Disciplinary/Adverse Action Report

Upon request the Employer will provide the Union with a report of disciplinary and adverse actions containing the following information: organization, basic charge(s), action proposed, and action taken.

Article 35. Grievances

35.1 Principles and Requirements

The purpose of this article is to provide a mutually acceptable and orderly method for the prompt and equitable resolution of grievances filed by employees, CDC management, or the Union. A grievance is defined, for purposes of this Agreement, with the exceptions enumerated in Section 35.3, as any complaint:

- by any employee concerning any matter relating to the employment of that employee;

- by the Union concerning any matter relating to the employment of any employees in

- the BU;

- by any employee, the Union, or the Employer concerning:
  - the effect of interpretation, or claim of breach, of this Agreement; or
  - any claimed violation, misinterpretation, or misapplication of any law, rule or
  - regulation affecting conditions of employment.

The grievance procedure set forth in this article shall be the sole procedure for processing grievances within its scope. Grievances may be initiated by employees, singularly or jointly; by the Union for itself; by the Union on behalf of one or more employees; or by the Employer.

Employees, CDC management, and the Union are encouraged to work together to resolve grievances that have not been formally submitted to avoid having to enter the formal grievance process.

By mutual agreement, the parties may opt to attempt to resolve grievances through Alternative Dispute Resolution (ADR) at any stage of the grievance process, including during the employee's 20-workday timeframe for formal grievance filing. If the parties mutually agree to attempt to resolve a grievance through ADR, all timelines will be suspended pending the outcome of ADR. If the grievance is not resolved through ADR, the applicable timeline will resume after ADR is completed.

It is agreed that the terms and conditions of this Agreement and rules, regulations, policies, and practices will be applied fairly and impartially to all employees within the BU. The Union will encourage reasonable and non-frivolous use of the grievance procedures. The parties agree to respect and maintain the confidentiality of all information involving performance or conduct of individuals.

35.2 Matters Excluded from the Grievance Process

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

- Claimed violations of Subchapter III of Chapter 73 of Title 5 U.S.C., relating to Prohibited Personnel Practices. Prohibited Personnel Practices can be reported to the agency Inspector General and/or the U.S. Office of Special Counsel.
- Complaints about retirement, life insurance, or health insurance
- Suspension or removal under Section 7532 of 5 USC (concerning national security)
- Complaints about any examination, certification, or appointment
- Classification of any position that does not result in reduction in pay or grade of an employee
- Complaints concerning the determination of critical elements and performance standards used by the agency in the appraisal of the employee's performance
- Complaints concerning Veteran's Preference
- Separations of Probationary, Temporary, and Excepted Service employees
- Nonselection for promotion from a group of properly ranked and certified candidates

35.3 Formal Grievance Processing Requirements

- At each step of the formal grievance process, the following requirements apply:
  - The grievant will submit to the reviewing/deciding official copies of all submissions and decisions for previous steps, and all supporting documentation.
  - An employee processing a grievance under this article is entitled to Union representation or self-representation. If an employee presents a grievance without Union representation, the Union will be given the opportunity to participate and present its institutional concerns during grievance discussions and/or discussions of resolution of the grievance.
  - When an employee represents him or herself, a copy of any management decisions will be provided to the Union.
  - Issues not addressed in Step 1 of the grievance will not be considered at subsequent steps or in arbitration, including rebuttals by any of the parties.
  - To maintain confidentiality and discretion, participants in formal grievance meetings will be limited to those specified in the steps below, except by mutual agreement of the parties. If the parties agree to try to resolve the grievance in ADR, participants in ADR sessions will be limited likewise, with the addition of a mediator, the appropriate CIO settlement official (as determined through coordination between ADR staff and management), and employee representatives such that the number of persons participating for the employee equals the number participating for management.

- Upon mutual agreement, any steps of the formal grievance process may be varied.

- Any time limits stipulated in the steps of the formal grievance process shown in the table in this section may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure of the Employer to observe the time limits shall entitle the employee to advance the grievance to the next step.

- The following table shows the steps of the formal grievance process.

Step 1	• A grievance shall be submitted in writing on the approved grievance form (Appendix C) by the grievant or a Union representative to the Step 1 official. The Step 1 official is the immediate supervisor, the person who took the action being grieved, or the management official with the authority to make a decision on the grievance. The grievance shall be submitted within **20 workdays** of the incident; of the date the grievant becomes aware of the incident; or in a grievance based on a disciplinary or adverse action or a removal or reduction-in-grade based on unacceptable performance under 5 USC 4303 or 7512, of the date of the employee's receipt of the deciding official's written decision to take the action. • The grievance shall state that the first step of the grievance procedure is being invoked. The written grievance shall identify the facts giving rise to the grievance, the parts of the Agreement, laws, policies, and regulations, claimed to have been violated, and the relief requested. At the employee's request, a formal meeting shall be held within **5 workdays** of grievance receipt with the Step 1 official, the Step 1 official's representative (if any), the employee, and the Union to discuss and/or resolve the grievance. • The supervisor/management official shall give his/her decision in writing within **10 workdays** of the date of the grievance meeting or of the initial grievance receipt if no meeting was held. The decision will include the name of the management official to receive the Step 2 grievance.
Step 2	• If a satisfactory resolution has not been reached at Step 1, the grievance will be submitted in writing by the grievant or a Union representative to the management official designated to receive the Step 2 grievance within **10 workdays** after receipt of the first step decision, or within **10 workdays** of the due date of the Step 1 decision. • At the grievant's option, a formal meeting will be held within **10 workdays** of the Step 2 receipt with the Step 2 official, the Step 2 official's representative, the employee, and the Union to discuss and/or resolve the grievance. • The management official receiving the Step 2 grievance shall give a written decision within **10 workdays** of the grievance meeting, or of the Step 2 submittal if no meeting was held. A copy of the decision shall be furnished to all parties concerned. If the decision is unfavorable, it will include the name of the management official designated to receive the Step 3 grievance.
Step 3	• If a satisfactory resolution has not been reached at Step 2, the grievance will be presented in writing by the grievant or a Union representative to the CDC Director or his/her designee. The grievance must be presented to the CDC Director or his/her designee within **10 workdays** after receipt of the Step 2 decision or of the due date of the Step 2 decision. The Step 3 submission will include copies of the Step 1 and Step 2 submissions and decisions. Issues not addressed in Step 1 or Step 2 will not be considered at subsequent steps, including rebuttals by any of the parties. • At the grievant's option, a formal meeting will be held within **10 workdays** of receipt of the Step 3 grievance with the Step 3 official, the Step 3 official's representative, the employee, and the Union to resolve the grievance. A formal meeting will occur at this step only if a meeting has occurred at Step 1 and/or Step 2. • The CDC Director or his/her designee shall give a written decision within **15 workdays** after receipt of the grievance or from the date of the grievance meeting, if a meeting was held. A copy of the decision shall be furnished to all parties involved. This decision is final except that it may be subject to arbitration if invoked as outlined in Article 36.

35.4 Union's Institutional Grievances

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

35.5 Employer's Grievances Against the Union

Prior to filing a grievance against the Union, the Employer will apprise the Union President of a potential grievance to provide the Union with an opportunity to review the issue(s). Employer notification to the Union through the Labor Relations Officer of a potential grievance shall be made within 20 working days of the incident or knowledge of the incident. Upon the request of the Union, the parties will meet to discuss and/or resolve the issue(s) in the potential grievance. If the issue(s) is not resolved, the Employer may then file a written grievance with the Union President within 20 working days of the initial notification to the Union. The issue(s) and requested relief will be included in the articulation of the grievance. The Union President will respond to the grievance in writing within 10 working days. If the grievance is not resolved, and prior to the Employer invoking arbitration, the grievance will be submitted to mediation in an attempt to resolve the issue(s). If the parties fail to resolve the grievance, the Employer may invoke arbitration pursuant to Article 36.

35.6 Choice of Forum for Addressing Complaints

If an employee's complaint about a workplace matter can be addressed through either a grievance or a formal discrimination complaint under the provisions of 29 CFR Part 1614, the employee can choose only one of these two forums—that is, either a grievance or a formal EEO complaint—and cannot change to a different forum later. An employee shall be deemed to have made the choice of forum at such time as he or she timely files a written grievance or a formal discrimination complaint, whichever occurs first. A grievance on a disciplinary action must be filed at the level of the official who made the decision to take the action.

A grievant affected by a removal or reduction-in-grade based on unacceptable performance as outlined in 5 USC 4303 or an adverse action as outlined in 5 USC 7512 may appeal the action taken to the Merit Systems Protection Board (MSPB), file a formal EEO complaint under the provisions of 29 CFR Part 1614, or file a grievance at Step 3 of the negotiated grievance procedure, which may proceed to arbitration with the Union's concurrence. The employee can choose only one of these three forums and cannot change to a different forum later. An employee shall be deemed to have made the choice of forum at such time as he or she timely files an appeal with the MSPB, files a written grievance, or files a formal EEO complaint, whichever occurs first.

Article 36. Arbitration

36.1 Procedures and Requirements

- If the Employer and the Union fail to settle any grievance processed in accordance with the procedures outlined in Article 35, then such grievance shall, upon written request by either party, be referred to arbitration. Such written request must be submitted not later than 30 calendar days

following the receipt of the written decision at the third step. Arbitration may be invoked only by the Labor Relations Officer for the Employer or by the Union President for the Union.

- Disputes between the parties about the grievability or 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/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.

- Within 10 workdays, the invoking party shall request a list of potential arbitrators (i.e., arbitration panel) from the Federal Mediation and Conciliation Service (FMCS) consisting of seven impartial persons qualified to act as arbitrators. This timeframe may be extended by mutual agreement between the parties. The parties shall evenly divide the cost of requesting the list. Within 7 workdays of receipt of the list, the parties shall alternately strike one name at a time (the party to strike the first name will be determined by a coin toss) until one name remains on the list. In the event the remaining name is mutually unacceptable to the parties, a new list may be requested from FMCS within 7 workdays and names struck as above.

- The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator.

- 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.

- All fees and expenses of the arbitrator, and if no government space is available in the Atlanta area, the cost of the hearing room, shall be shared equally by the parties. Costs of witnesses who are not CDC employees shall be borne by the party requesting the appearance of said witnesses.

- The grievant, his/her representative, and all witnesses determined to be necessary by the arbitrator, if CDC employees, will be excused from duty to the extent necessary to participate in the arbitration hearing without loss of pay or charge to annual leave. Arbitration hearings shall be held during normal business hours, Monday through Friday, except by mutual consent of the parties. Overtime will not be authorized for attendance at arbitration hearings.

36.2 Pre-Hearing Activities

- By mutual agreement, the parties may arrange for a pre-hearing conference, with or without the arbitrator, to consider possible settlement and/or means to expedite the hearing. For example, they may agree to reduce the issue(s) to writing, stipulate to facts, outline intended offers of proof, authenticate proposed exhibits, or determine the need for a transcript. 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.

- Either party shall have the right to conduct pre-hearing discovery, including taking depositions.

- Normally, the Parties agree to exchange a complete list of prospective witnesses at least 10 workdays prior to the hearing, after which they will attempt to agree on witnesses to testify at the hearing.

- In the event the Parties cannot agree on appropriate proposed witnesses, the respective lists of requested witnesses will be presented to the Arbitrator, in whose sole discretion the witnesses will be determined. In

approving witnesses, the Arbitrator will include only those persons whose testimony will be material to the matter in dispute and not unduly repetitious of other testimony to be offered. Attendance at the hearing will be limited to those individuals determined by the arbitrator to be relevant and material witnesses with knowledge of the circumstances and factors bearing on the case. The Employer shall ensure that all witnesses who are employed by the agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitrator may decide to postpone the hearing.

- Absent mutual agreement, the parties will be entitled to submit pre-hearing and post hearing briefs, provided that all documents given to the arbitrator are also provided to the opposing party's representative at the same time.

- There will be no communication with the arbitrator unless both Parties are participating in the communication (i.e., no *ex parte* communication).

- If the parties mutually agree that a verbatim transcript of the hearing 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.

36.3 Arbitrator's Role and Authority

- The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall not have the authority to change, alter, amend, modify, add to, or delete from it; such right is the sole prerogative of the parties to this Agreement.

- The arbitrator will be requested to render his/her decision to the parties as quickly as possible but in no event later than 20 workdays after the conclusion of the hearing. The written decision will include findings of fact and an opinion containing the reasoning and basis for the decision. Any questions concerning the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement.

- The Arbitrator shall possess the authority to make an aggrieved employee whole to the extent such remedy is not limited by law, including the authority to award back pay, interest, and attorney's fees in accordance with 5 CFR 550.801(a), reinstatement, retroactive promotion where appropriate, and to issue an order to expunge the record of all references to the disciplinary action, if appropriate.

- The Arbitrator must submit a copy of the decision to the Employer and the Union. The decision will be emailed to all parties, and a record copy will be sent by certified mail.

- The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and FLRA sets aside all or a portion of the award.

36.4 Exceptions to the Arbitrator's Award

Either party to this Agreement may file exceptions to the arbitrator's award with FLRA under regulations prescribed by the Authority. For the purpose of this article, the date of the arbitrator's decision shall be the date of the parties' receipt of the written decision.

Article 37. Commercial Services Management (A76) and Federal Procurement Activities

37.1 Principles and Requirements

- The provisions of this article concern any "contracting out" of work currently or last performed by CDC Atlanta- or Miami-area federal employees**,** whether or not the Employer believes there is a direct or negative effect on current BUEs, and whether or not the Employer believes it adversely impacts BUEs. This article applies to contracting out actions and/or reviews regardless of the authority under which the action or review was initiated, including, but not limited to, contracting out actions or reviews conducted under OMB Circular A-76 procedures, personal services contracts, and work that is directly converted to contractor performance without a public-private competition.

- "Work" includes activities the Employer characterizes as new or an expansion of work currently or last performed by Federal employees. Specifically excluded are activities to be done under research and development contracts or professional and consultant services contracts to fill nonrecurring short-term needs (typically 12 months or less) with skill sets not currently available within CDC.

- The process and procedures governing this activity are contained in the Federal Acquisition Regulation (FAR) (https://www.acquisition.gov/Far/). Information on all procurement activities projected to be in excess of $25,000 is available online at fedbizopps.gov. If the Union has concerns about a services acquisition, the Union President or designee should keep the Labor Relations Office apprised of their concerns.

- The Employer shall comply with the provisions of its own and other applicable rules, policies, and regulations in all aspects of the contracting out process that are not excluded from collective bargaining under 5 USC 7106(a) or 7117.

- If a contracting out decision is expected to require a reduction in numbers or pay grades of unit employees, the Employer will make every effort to achieve the reduction through means that will not create a negative impact on employees. These means include but are not limited to reassigning employees to vacant CDC positions for which they qualify (e.g., through use of the Priority Placement Program), and requesting Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority, also called early out/buyout authority, from OPM, and if approved, offering early outs/buyouts to employees as soon as possible in the contracting out process.

37.2 Union Notification of Review of Bargaining Unit Work

The Employer will notify the Union prior to review of BU work as defined in Section 37.1 for potential contracting out. This notification will be as much in advance as reasonably possible, but in no event will it be fewer than 3 workdays prior to notification to the employees. The notification will, at a minimum, identify the function to be reviewed, the corresponding positions, impacted employees, location of impacted employees, and projected timeframes for the review**.**

37.3 Service Contract Inventory

In accordance with law, CDC's Service Contract Inventory will be published by the Department of Health and Human Services annually, no later than January 30, and made accessible on the Department's website. A copy of CDC's Service Contract Inventory submittal to HHS will be provided to the Union and will also include the required attachment of the Report on Actions Taken in Response to Annual Inventory, if available**.**

37.4 Listing of Non-Federal Employees

The Employer will make accessible to the Union a listing by name of each non-federal employee in the Atlanta or Miami area that shows the employee's equivalent federal job series and occupational group and CDC user ID.

37.5 Notification of Changes to Law or Policies

37.5.1 Commercial services management (A-76)

Upon receipt of official notification of additions, changes, deletions, and supplements to OMB Circular A-76, the Employer's official charged with oversight of the Commercial Services Management Program will notify the Union through the Employee Relations Office. The Employer's official charged with oversight of Commercial Services Management Program will notify the Union of any Employer policy changes concerning the implementation of OMB Circular A-76 through the Employee Relations Office.

37.5.2 Federal procurement activities

Notifications made by the head of the contracting activity (HCA) to the Employer of additions, changes, deletions, and supplements to Employer-level procurement policies will be provided to the Union through the Employee Relations Office.

37.6 FAIR Act Inventory

On notice from OMB that the Employer's annual inventory of commercial and inherently governmental functions/activities conducted by the agency, referred to as the Federal Activities Inventory Reform (FAIR) Act Inventory, has been published, the Employer will notify the Union of the FAIR Act Inventory publication and provide a copy in electronic spreadsheet format along with any applicable instructions.

Additionally:

- On the same day the FAIR Act Inventory is made available to the public, the Employer shall provide the Union with an electronic list of BUEs showing whether the position of each is categorized as commercial or inherently governmental, including the reason code.

- At the Union's request, the Employer will provide written justification for the categorization and/or coding of functions listed on the inventory.

- Upon publication of the FAIR Act Inventory, the Agency will post a notice on its external website to inform interested parties of their right to challenge Agency inventory decisions in accordance with applicable law, rules, and regulations.

- In addition to informing recipients where they can access information in OMB Circular A-76 concerning requirements and timeframes for challenges and appeals of the Inventory, such notices will –
  - Give the name and address of the agency official or organizational entity to which challenges are to be delivered; and
  - Specify the formats, delivery methods, and any other agency requirements for challenges to be accepted, other than those already specified in Circular A-76.

  On request, the Union will be provided with information about past challenges and appeals and their disposition.

- The decision on an inventory challenge will be provided to the Union and all BUE challengers in writing. In addition to stating where information can be accessed in OMB Circular A-76 concerning requirements and timeframes for appeals of decisions on Inventory challenges, the written decision will—
  - Give the name and address of the agency official or organizational entity to which appeals are to be delivered; and
  - Specify the formats, delivery methods, and any other agency requirements for appeals to be accepted, other than those already specified in Circular A-76.

37.7 Notification of Public-Private Competition Under OMB Circular A-76

- The Employer will notify the Union prior to making a decision to conduct a public-private competition pursuant to OMB Circular A-76. This notification will be as much in advance as reasonably possible, but in no event will it be fewer than ten workdays prior to notification to the employees. The notification will, at a minimum, identify the function to be studied, the potentially impacted positions, employee names, job title, grade, work unit, work location, and projected timeframes for the conduct of the study.

- At the Union's request, the Employer shall meet and confer with the Union regarding any proposed public-private competition that affects employees within the BU once the final decision has been made to conduct the public-private competition. The primary purpose of this meeting is for the parties to discuss activities and work functions potentially to be included in the competition, numbers of potentially affected employees, organizational components that may be affected, and reasons for the competition.

37.8 Preliminary Planning for Public-Private Competitions Under OMB Circular A-76

- The Employer shall provide the Union with the tentative schedule for preliminary planning, development of the Performance Work Statement (PWS) and solicitation, development of the Most Efficient Organization (MEO), and source selection at the beginning of the preliminary planning phase. The Union will be notified when there are changes to the tentative schedule of 30 days or more.

- To the maximum extent possible, the Employer agrees to hold "town hall" meetings concerning the A-76 process for affected personnel, including BUEs. Items to be covered will include areas required under OMB Circular A-76. These meetings may be held by video teleconference or teleconference when necessary. The Employer will provide the Union with electronic copies of presentation materials. The Union will be provided thirty (30) minutes at the end of each meeting to meet separately with BUEs. In addition, the Employer will provide a website on which employee

questions about the studies and the Employer's answers to those questions will be posted. Information provided by the Employer will include procedures, roles of agency personnel, Employee rights, and applicable laws, rules, and regulations governing the A-76 process.

- Any information materials, including training if conducted, will be provided to the Union's designated representative on the agency's work teams.

- At the time of formal announcement of the public-private competition on www.fbo.gov, the Employer will give the Union an updated list of all potentially affected BUEs with the following information about each: name, job title, grade, step, work unit, work location, length of federal service, and length of agency service. Upon Union request, the Employer will also provide the Union with the percentages of potentially affected BUEs identified as preference-eligible veterans, the percentages of those identified as being employees with disabilities, the percentages in each gender and racial/ethnic group, and the percentage over age 40, and for comparison, the percentages of all CDC employees in each category.

- The Employer will provide the Union and allow affected employees to review the function descriptions, function groupings, and baseline costs as they become available during preliminary planning.

- The Employer will provide the Union, in a timely manner, with the location and the date of posting of pertinent information concerning cost studies, including the invitation for bid (IFB), request for quotation (RFQ), or request for proposal (RFP); correspondence from DOL regarding certification of a wage rate; the PWS; all changes to the PWS; and all bidder questions and answers related to the PWS.

- The Union and employees may submit comments regarding the public-private competition solicitation process to the Employer's designated points of contact listed in the solicitation. The Employer will provide written responses to Union and affected BUE comments in a timely manner. Written responses may be in the form of postings on the Employer's website and may be compiled to avoid duplication.

37.9 A-76 Competition Start

- The Employer will provide the Union and all affected employees written notification of formal announcements of the start date of each OMB Circular A-76 competition no later than 10 working days prior to the public announcement date. The notification will include all information contained in the formal public announcement.

- At the time of formal announcement of the start date of the public-private competition on www.fbo.gov, the Employer will give the Union the final list of all potentially affected BUEs with the following information about each: name, job title, grade, step, work unit, work location, length of federal service, and length of agency service. Upon Union request, the Employer will also provide the Union with the percentages of potentially affected BUEs identified as preference-eligible veterans, the percentages of those identified as being employees with disabilities, the percentages in each gender and racial/ethnic group, and the percentage over age 40, and for comparison, the percentages of all CDC employees in each category.

- Upon each formal public announcement of an OMB Circular A-76 competition, the Employer will implement hiring controls as appropriate for all positions for which affected employees may be

qualified. When making decisions on the assignment to training, pursuant to Article 28, Training and Employee Development, the Employer shall give priority consideration to employees who would be affected by the OMB Circular A-76 competition.

- The Union will be afforded the opportunity to appoint a BUE subject matter expert to serve on teams regarding Performance Work Statement (PWS) and Most Efficient Organizations (MEO). In order to qualify and serve on Performance Work Statement (PWS) and Most Efficient Organizations (MEO) teams, the appointed employee must meet the technical or functional qualifications established by the Employer. The Employer will train employee PWS and MEO team participants will be instructed by SMEs concerning their duties and obligations under all laws, rules, and regulations. The Employer has determined that the assignment of the Union's representative will be treated as an assignment of work for the purposes of duty time to participate. Time spent participating on these teams will not be considered as official time as specified in the Official Time article of this Agreement. The Union's representative assigned to these teams will sign the same nondisclosure agreement and be bound by the same obligations to protect confidential information regarding the A-76 process as all other members.

- Any meetings, conferences and/or site visits held with potential offerors related to OMB Circular A-76 competitions will be publicly announced by the contracting officer, and the MEO team members (government offerors) will be permitted to attend on duty time.

- Upon resolution of any contest challenging a performance decision or expiration of the time for challenging a performance decision, the Union will be provided the certified SCF, agency tender, and public reimbursable tenders. However, proprietary information of any private sector providers of subcontracts included in agency or public reimbursable tenders shall not be released.

- Upon the Union's request, the Employer will provide any supporting documentation, unless the requested information is not releasable in accordance with federal law.

37.10 A-76 Competition End

- The Employer will provide the Union and all affected employees written notification of formal announcements of the end date of each OMB Circular A-76 competition simultaneously with the public announcement. The notification will include a link to the public announcement.

- The Employer will offer debriefings required by OMB Circular A-76, Attachment B, Paragraph D6d with the Union and all affected employees by no later than the formal end date of each OMB Circular A-76 competition.

37.11 A-76 Competition Cancellations

- The Employer will provide the Union and all affected employees written notification of formal announcements of the cancellation date of each OMB Circular A-76 competition simultaneously with the public announcement. The notification will include a link to the formal public announcement.

- When competitions are cancelled, the Employer will provide, upon the Union's request, relevant documentation supporting the decision that may be legally released.

37.12 A-76 Competition Contests

- As a member of the MEO team, the Union's representative will receive notification by the Agency Tender Official of any contest lodged with the Agency upon notice of a performance decision.

- The pursuit of a contest by a directly interested party and the resolution of such contest by the Agency shall be governed by the procedures of FAR subpart 33.103.

37.13 Contract Out Decision/Reduction in Force

- If a decision is made to contract out work, or if a decision results in an in-house win but includes a reduction in force, the Employer will comply with all provisions of the Reduction in Force article of this Agreement.

- The Employer will include the contractor's obligation to grant to eligible employees the right of first refusal in all contracts executed with contractors.

- A BUE who refuses the right of first refusal because of displacement due to contracting out shall not be denied any rights she or he might otherwise have under this Agreement, applicable Reduction-In-Force procedures, or any other personnel procedures.

37.14 Direct Conversions

- As of the effective date of this Agreement, federal agencies are not permitted to engage in the direct conversion of federal employee positions to contractors without public-private competitions. Under the A-76 Commercial Services Management process, OMB will allow agencies to use a streamlined competition process for competitions involving 65 or fewer federal employees. If federal guidance permits direct conversions in the future, the Employer will require a provision be included in each contract providing that BUEs who occupy positions targeted for contracting out, whether or not they are subject to RIF, will have the right of first refusal for contractor positions that require substantially the same skills as the positions that employees encumber and for which there is more than one applicant during the transition period.

- If the Employer contracts with the private sector it will only procure services that are considered "non-personal" in nature in accordance with FAR Subpart 37, Service Contracts. If the Union believes the Employer has engaged in service contracting for work currently or last performed or designated for performance by BUEs without holding a competition in compliance with Circular A-76, the Union may submit a request to the CDC procurement organization seeking information about the contracted services. The CDC procurement organization will provide the Union with a response to their request within 10 business days.

37.15 Bargaining Obligations

If the Union is not satisfied with the Employer's response under this article or for other reasons believes that bargaining is required, the parties will bargain under the Mid-Term Bargaining article of this Agreement at the Union's request.

Article 38. Use of Facilities and Equipment

38.1 Facilities for Union Meetings

The Employer agrees that facilities shall be made available for meetings of Local 2883 during non-duty hours of the unit employees involved. Requests for space utilization will be submitted in writing in accordance with standard CDC procedures. Use of available space will be granted if the space is available. The use of the space will have no disrupting or distracting effect on the business of the Employer. The Union agrees to comply with normal safety, security, and utilization policies and regulations applicable to the facilities made available.

38.2 Facilities for Representational Meetings with Employees

The Employer recognizes that Union officials and employees are entitled to reasonable privacy when discussing representational matters. The Employer agrees to allow the Union access to space suitable for confidential discussions, when available, in connection with representational duties. The Union agrees to limit requests for such space to instances where the nature of the discussion warrants privacy.

38.3 Communications Equipment and Software

All individuals representing the Union will have reasonable access to Government telephones for use in the performance of labor-management representational responsibilities as authorized by 5 U.S.C. Chapter 71 and this Agreement. The Employer further agrees that a reasonable effort will be made to ensure that telephone messages it receives for Union officials are forwarded or relayed in a timely manner and kept confidential. The Employer will provide without charge to the Union a telephone in the Union office for the conduct of official labor-management business.

Union officials shall be authorized to use for representational work any communications equipment and/or software, including computers, email, and mobile communications devices, that would normally be assigned to them for use in their CDC positions. Union officials with Union owned mobile communications devices capable of receiving email will be authorized to receive agency email on those devices.

38.4 Union Parking

The Employer agrees to assign and designate for the exclusive use of AFGE officials two (2) reserved parking spaces at the Clifton Road facility (one in the building #17 deck and one in the building #19 deck), and one (1) reserved parking space at the CDC Chamblee facility. The Employer agrees to place traffic cones in spaces reserved for the Union. The Union will provide Physical Security with an up-to-date list of Union officials authorized to park in Union spaces, along with license plate numbers, and Physical Security will issue a hang tag to authorized officials.

38.5 Display of Union Written Materials

The Union will be provided space on bulletin boards in designated locations for the display of appropriate Union literature, correspondence, and notices. Space designated for Union use on bulletin boards will have a notice stating “for Union use only.” Union officials are responsible for maintaining Union bulletin board space within their assigned facility. The Employer agrees to make available tripod stands for special Union announcements. The Union agrees that literature placed on these stands will not contain information relating to partisan political matters (see Hatch Act) or Union elections; be

derogatory or abusive in nature; or reflect on the integrity or motives of any individuals, other labor organizations, Government agencies, or activities of the Federal Government.

38.6 Space for Ballot Box Elections

The Employer will provide the Union with a reasonable amount of space to conduct ballot box elections, when needed.

38.7 On-Site Use of Equipment for Official Union Business

The Employer agrees to allow individuals designated by the Union, to utilize, on site, equipment assigned to the Union, to conduct official Union business.

38.8 Union Use of Office 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.

38.9 Union Office Space and Equipment

The Employer will provide at least two standard-sized offices (approx. 80 sq. ft. each), a standard-sized storage area, and joint use of conference room space at the Clifton Road facilities for the Union to conduct official business of the Union. It is further agreed that if space may become available in a more centralized location, that the Union will be afforded the first opportunity to negotiate for that space. The Employer agrees to permit the Union to continue the use of personal computers, a fax, a printer, lockable file cabinets as needed, an ergonomic work station, work tables, and chairs. The computer equipment will meet or exceed minimum standards and specifications for the CDC computing environment and will be furnished with a standard set of office computing software and a network connection. The Employer will provide maintenance and supplies such as paper and printer cartridges and will keep the computer equipment up-to-date with CDC-wide software upgrades, security patches, virus definitions, etc.

38.10 Union Access to Facility Premises

Any representative appointed by the Union (including but not limited to AFGE National/District or other) will be allowed access to the Employer's premises in accordance with applicable safety and security practices.

38.11 Union Use of Mail Systems

The Employer agrees that the Union may make use of the official interoffice mail system and email system to transmit and receive representational correspondence. The Employer agrees to permit the Union to use the 1600 Clifton Road address for its incoming Postal Service mail. The Employer will make every effort to minimize late, lost, damaged, opened or misrouted Union mail. The Employer will furnish the Union with an updated list of BUEs' CDC email addresses at least once per month.

38.12 Union Dissemination of Educational Information

The Employer will permit the Union to disseminate educational information regarding Federal employment issues at any time as long as the information is distributed in accordance with applicable laws, regulations, and other sections of this Agreement.

38.13 Employee Parking

- The Employer agrees to continue the present practice of providing free parking accommodations for all employees, to the extent that such parking is within the control of CDC and remains available. The Employer agrees to negotiate, as required, concerning any change in current parking practices.

- The Employer agrees to maintain parking facilities owned by CDC in a safe and secure condition, including the installation and maintenance of adequate lighting and electronic surveillance equipment.

- The parties recognize and agree to abide by GSA and other applicable rules prohibiting handicap parking spaces from being assigned to specific individuals. If an employee needs an individually assigned parking space because of a medical condition, this need will be handled in accordance with the CDC policy on processing reasonable accommodation requests.

Article 39. Tobacco Free Workplace Policy

The Employer and the Union agree to abide by the provisions in the Tobacco Free Workplace Policy dated August 26, 2005.

Article 40. General Provisions

The parties agree to the following general provisions:

- The Employer will prepare and produce this Agreement in a standard 8½- × 11-in. hard copy format and in PDF electronic format. The Employer will reproduce and make available to the Union initially a supply of hard copies of this Agreement roughly equivalent to the average number of new BUEs hired annually for the preceding 4 years, which the Union may distribute to new hires at New Employee Orientation and to existing BUEs who request a hard copy. The Employer will reproduce additional hard copies when notified by the Union that the initial supply needs to be replenished. The Employer will also give the Union an electronic copy of the PDF file, which the Union is authorized to distribute to BUEs by email.

- The Employer will post a searchable electronic copy of this Agreement on the CDC intranet and will prominently display hyperlinks to the Agreement on CDC intranet sites frequently used by employees, to include at a minimum the Labor-Management Cooperation Council website at http://intranet.cdc.gov/epc/partner.html, the Workforce Relations website at http://intranet.cdc.gov/hr/WorkforceRelations/index.html, and the MASO directory of Unions at http://intranet.cdc.gov/maso/directories/Union.htm.

- On the Union's request, the Employer shall provide to the Union available information and data related to BU issues and concerns. The Union will submit the request in writing through the Labor Relations Officer with the stated purpose.

Article 41. Hazardous Weather or Other Emergencies

41.1 Requirements for Designated Emergency Personnel

- The parties agree that those employees who are designated emergency personnel must make a bona fide effort to report for duty, even if CDC is closed because of hazardous weather or other reasons. Employees designated as emergency personnel will be notified in writing of the designation on at least an annual basis, but not later than October 31. These employees will also be notified when their designation changes. To the extent possible, the Union will be notified in writing of employees designated as emergency personnel at the same time that the employees are notified.

- It is agreed that these designated emergency employees will not be placed in an AWOL status for the period of time when roads are officially closed and they are unable to report for duty.

- Subject to receiving an acceptable explanation from the employee concerning his/her delay in reporting for duty, the Employer will grant excused leave to designated emergency personnel who have made a bonafide effort to report for duty but were unable to do so because of blocked roads or hazardous driving conditions.

- An on-duty employee who occupies a designated emergency position that requires him/her to perform shift work will, in the event of hazardous weather or other compelling circumstances that precludes his/her replacement from reporting for duty, remain on duty after completion of his/her regular shift until a replacement employee arrives at the workplace and relieves him/her. Employees being held over to provide essential facility services in hazardous weather or other emergency situations shall be entitled to receive overtime pay for the hours actually worked prior to the arrival of their replacements.

41.2 Requirements for Non-Emergency Personnel

The parties agree that the provisions of current CDC guidance concerning closing of CDC facilities during hazardous weather or other emergencies will govern non-emergency personnel.

Article 42. Waiver of Overpayment

- The Employer will consider for approval, or where approval authority is outside CDC, recommend approval, if warranted, of a request for waiver of a claim and the refund of any money repaid when the facts show that the conditions set forth in the standards prescribed by the Comptroller General and HHS Regulations/Payroll Service Letter PS05-09.2.
  - A basic presumption in the Federal Government is that an employee who receives an overpayment of pay or allowances should refund the overpayment. Section 5584 of Title 5, U.S.C. permits the waiver of the Government's claim under certain limited conditions, generally (1) the amount of the claim is not in an amount aggregating more than $500.00, and (2) there is no reason to believe that the overpayment is the result of misrepresentation, fraud, fault, or lack of good faith on the part of the employee or any other person having an interest in obtaining a

waiver of the claim. However, Section 5584 does not affect any authority under any other statute to litigate, settle, compromise or waive any claim of the United States. The existence of this law should not lead to an assumption that employees are entitled to a waiver merely because an overpayment was due to administrative error. Rather, the ultimate decision will be based on a careful analysis of the facts and the merits of the case.
  - A claim resulting from a failure to make a deduction for a statutory benefit program may be considered for a waiver. Statutory benefit programs include retirement, social security, health benefits, and life insurance.
  - Employees are responsible for reviewing their bi-weekly Leave and Earnings Statements and notifying the Human Resources Office / Customer Service Center at HRCS@cdc.gov of any unexplained changes in their pay.

- Any BUE may seek a waiver of overpayment by following the applicable procedure and by providing appropriate information for requesting the waiver. The request for waiver must be received in the Human Resources Office within three (3) years from the date on which the overpayment was discovered. Waivers will not be considered for $25.00 or less.

- For non routine debt (greater than $50.00), collection will begin thirty (30) days after the employee is notified by DFAS of the amount of overpayment. For routine debt ($50.00 or less), collection begins within the pay period that the overpayment is identified by the payroll office.

- Any repayment will be in accordance with HHS Payroll Service Letter PS05-09.2.

- If an employee terminates his or her employment with the Employer prior to the liquidation of any overpayment, the Employer retains the right to satisfy any outstanding balance from funds due and owing to the employee.

Article 43. Employee Orientation

- The Employer agrees to incorporate a 30-minute time slot into the biweekly new employee orientation session to allow the Union to present information for new BUEs. If a Union representative cannot be present at the session, the Union can e-mail the information to new employees later. The Union's work in this regard is authorized to be done on official time.

- The Employer agrees that along with the Union's presenting information to new BUEs, the Employer will provide the employees with a package of material from the Union during in-processing. The package may contain the following:
  - An introductory letter from the Union
  - The AFGE Insurance Plan Brochure
  - An SF-1187, Dues Withholding Form
  - A list of officers and stewards
  - A copy of this Agreement
  - Any informational brochures, fact sheets, etc., clearly identified as being prepared by the Union.

  The Union agrees that the content of the listed material will not violate the law or the security of the Employer or contain libelous material.

- If a BUE does not attend a new employee orientation session, the Union will be allowed to meet with the employee for up to 30 minutes to share the Union's information during duty hours and can

also e-mail the information to the employee. The employee will be allowed the time with no charge to leave. The Union agrees that no internal Union business will be discussed during this meeting.

Article 44. Retirement

- The Employer agrees that those employees who are eligible to retire shall be given an opportunity to voluntarily participate in a retirement planning seminar. This seminar, whether established by the Employer or contracted for through another source, will include at a minimum the prescribed requirements of the Civil Service Retirement System and the Federal Employees Retirement System.

- For information regarding withdrawal of a resignation or retirement application, see Section 5.10 of Article 5, Employee Rights.

Article 45. Probationary/Trial Period Employee Rights

45.1 Requirements and Procedures

All provisions of this Agreement apply to probationary employees, except when inconsistent with law or regulation. This article addresses only those differences that apply to probationary employees.

- The probationary period is a final and highly significant step in determining an employee's suitability for federal service. During the probationary period, employees' conduct and performance will be observed, their pre-employment background may be investigated, and they may be separated from the federal service without undue formality for conduct and/or performance failures. Thus, the probationary period provides protection against retaining any person as a federal employee who is found after being hired to be unfit for government service and to be unable to become fit for government service.

- Whether an employee is required to complete a probationary period normally is documented on the SF-50. The probationary period is 1 year for career or career-conditional employees and 2 years for excepted service employees.

45.2 Counseling and Assistance

The Employer recognizes that employees with the federal government may require counseling and assistance during any probationary period. The Employer will ensure that all probationary employees are provided the necessary counseling/assistance to enable them to demonstrate their ability to successfully perform the duties of their position.

45.3 Termination of an Employee During the Probationary/Trial Period

45.3.1 Voluntary resignation in lieu of termination

If a decision is made to terminate a probationary employee, the employee may choose voluntary resignation in lieu of termination at any time before the day and time of the proposed termination. If a probationary employee voluntarily resigns in lieu of termination, the contents of the employee's Official Personnel Folder (OPF) will reflect only the voluntary resignation.

45.3.2 Advance notice and supporting documentation

The Parties agree that when the Employer determines that a probationary employee is to be terminated, and when circumstances warrant, management will put forth reasonable effort to provide the affected employee with 14 calendar days' notice of termination. The Employer will grant employees' requests for copies of documentation used to support the action, if such documentation is available. Probationary employees who are to be terminated will be given written notice stating the reasons for the termination, the effective date and time of the termination, their statutory appeal rights, and their right to Union representation.

45.3.3 Appeal rights

- If the probationary employee believes that his or her termination is based on discrimination, the employee may pursue an Equal Employment Opportunity (EEO) complaint. If the employee alleges the action was based in whole or in part on partisan political reasons or marital status, the employee may appeal the termination to the Merit Systems Protection Board.

- In addition to any statutory rights that are provided in the written notice, the probationary employee may also have the right to file charges or complaints with FLRA, the Office of Special Counsel (OSC), OPM, or other federal agencies if the employee believes his or her rights have been violated and the claims are within the jurisdiction of the agency with which the charge or complaint is filed. Any questions regarding appeal rights can be addressed through the employee's Union representative.

Article 46. Drug Testing

46.1 Principles and Requirements

- The Employer agrees that its drug abuse testing program will be established and administered in compliance with the U.S. Constitution and applicable laws, regulations, and this Agreement. For purposes of this Agreement, the term "regulation" shall mean the regulations of authorities outside CDC, such as OPM, the Department of Health and Human Services, and other Government-wide regulations.

- The Parties agree that the testing referred to by the term "drug testing" usually means "urinalysis."

- In accordance with law and regulation, employees will be subject to drug testing when:
  - There is reasonable suspicion that the employee is under the influence of an illegal drug or drugs. The parties agree that reasonable suspicion testing may be conducted only when (1) individualized suspicion exists of on-duty use or on-duty illegal drug-related impairment by a CDC/ATSDR employee, or (2) there is reasonable suspicion of on- or off-duty illegal drug use by a CDC/ATSDR employee who occupies a security- or safety-sensitive position that is designated for mandatory random urinalysis testing.
    -OR-
  - There is an authorized investigation of a serious accident or unsafe practice that can reasonably be attributed to the employee. The parties agree that serious accident or unsafe practice is defined as follows: (1) the accident results in a death or personal injury requiring immediate hospitalization, or (2) the accident results in damage to government property estimated to be in excess of $10,000.

-OR-

- The employee is in a "testing designated position" (TDP), such as motor vehicle operators, employees who are required to carry firearms, and employees whose position requires top secret clearance, consistent with HHS regulation.

-OR-

- The employee is part of a follow-up to a drug abuse counseling or rehabilitation program.

- The Employer shall comply with all applicable requirements and guidelines for federal workplace drug testing, including but not limited to those concerning frequency of testing; proper handling of samples, to include chain-of-custody procedures; confidentiality; and standards and qualifications of personnel and facilities involved in sample collection and testing.

- Employees in TDPs shall be notified in advance of their entrance to duty in a TDP that their position will be subject to drug testing.

- Employees are authorized to be reimbursed for local travel costs incurred as a result of reporting for required drug testing.

- Employees are authorized to use duty time for required drug testing.

46.2 Counseling and Rehabilitation

- Employers should offer the EAP to employees who are experiencing situations that have adversely affected an employee's performance and conduct; however, supervisors will not attempt to diagnose employee problems, e.g., alcohol or drug abuse, depression, etc. Although the existence and functions of the EAP will be publicized to employees, no employee will be required to participate or be penalized for declining referral to the program.

- If a report shows drug abuse and the employee does not challenge its findings, the Employer will refer the employee to the EAP counselor for guidance, counseling, and recommendation for rehabilitation. An employee who has returned to work after successful rehabilitation will be subject to follow-up testing.

- Any information obtained from the EAP with the employee's authorization may not serve as the basis for disciplinary or adverse actions. Disciplinary actions should be based on job behavior or performance problems, not progress in a counseling program. In evaluating an employee's work performance and job-related conduct, the supervisor may consider whether an employee referred to counseling is cooperating with a recommended plan of counseling.

- Employees will be returned to duty after successful completion of rehabilitation. The Employer will consider placing the employee in the same or a similar position to that occupied before the problem occurred unless sound reasons exist for making other assignments. Employees may be required to sign documents indicating that drug testing of TDPs is compulsory, and informing the employee of the consequences of refusing to cooperate in the program. An employee's signature on such documents signifies notice, receipt, and understanding of the document.

Article 47. Agreement Duration and Changes

- This Agreement shall remain in full force and effect for a period of 4 years from the date of approval, and shall be automatically renewed for successive 2 year periods thereafter unless (1) either party gives the other party notice of its intention to terminate or renegotiate this Agreement no less than 60 nor more than 105 calendar days prior to its expiration date, or (2) at any time it is determined that Local 2883, AFGE no longer is entitled to exclusive recognition for the Unit covered hereunder. Unless by mutual consent otherwise, negotiations shall begin no later than 30 days prior to the expiration date. If renegotiation of the Agreement is in process but not completed upon the expiration date of this Agreement, this Agreement shall be extended until the renegotiations have been completed.

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

- Amendments to this Agreement may be required because of changes in applicable laws or executive orders that are binding upon the Employer. Where such changes contain provisions that prohibit a practice specified in this Agreement, on completion of bargaining on impact and implementation of the changes, such practice shall be discontinued and this Agreement revised to conform to the change.

Glossary

Absence without leave (AWOL)—Unauthorized absence without pay, i.e., an employee is absent without permission or has not notified his/her supervisor or provided satisfactory explanation or documentation for the absence from duty. AWOL is initiated by the leave approving official and is not disciplinary in nature, but can be the basis for disciplinary action.

Accommodation—Reasonable accommodation as outlined in 29 CFR 1613.704.

Accrued leave—The leave earned by an employee during the current leave year that is unused at any given time in that year.

Accumulated leave—The unused leave remaining to the credit of an employee at the beginning of a leave year.

Administrative leave—See "Excused absence."

Adverse agency impact—The condition for which the Agency may cancel an alternative work schedule, or exclude some positions or employees from any particular alternative work schedule. Adverse agency impact means a reduction of the productivity of the Agency, a diminished level of services furnished to the public by the Agency, or an increase in the cost of Agency operations (other than reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).

Annual rating—See "Rating of Record."

Appraising official—The supervising official who is ordinarily the employee's immediate supervisor and is responsible for the initial rating of the employee's performance.

Bargaining unit employee (BUE)—An employee in a unit that has been determined as appropriate for representation by a labor Union for the purposes of collective bargaining. For the purposes of this Agreement, all employees described in Article 1, Section 1.2, are in the unit.

Basic work requirement—The basic work week is the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.

Change in duty station—A change in duty station occurs when an employee's work site or station is moved to a new geographic location (a change in city/town, county, or state) and no other change occurs.

Compressed schedule—A fixed schedule, designated to include core hours, between 6:00 a.m. and 7:30 p.m., Monday through Friday on scheduled workdays. Employees with a compressed schedule can complete the 40-hour work week in fewer than 5 days or the 80-hour biweekly pay period in fewer than 10 days. The maximum workday may not exceed 10 hours of basic work requirement. Credit hours cannot be earned on a compressed schedule.

Core hours—The period during the workday that is within the tour of duty during which an employee is required to be present for work, unless accounted for by leave or an approved alternative work schedule. Core hours for BUEs are 9:00 AM to 11:00 AM and 1:30 PM to 3:30 PM, Monday through Friday.

Core telework—Work at an alternate worksite that occurs on a routine, regular, and recurring basis away from an employee's principal place of duty (e.g., at home, at a telework center, at an alternate location) 1 or more days per week, i.e., normally up to 2 days per week.

Credit hours—Those hours that are in excess of an employee's basic work requirement and that the employee may be allowed to work so as to vary the length of a succeeding workday or workweek. Credit hours may be worked only by employees covered by an authorized flexible schedule. The earning and use of credit hours must be approved in advance by the employee's supervisor.

Critical element—A component of an employee's performance plan that consists of one or more duties and responsibilities that contribute towards accomplishing organizational goals and objectives and is

of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

Designee—An individual appointed to act for or in the place of another. The designee will exercise the same authority as the person he or she is appointed to represent.

Detail—A temporary assignment of an employee to a different position for a specified period, with the employee returning to his or her regular duties at the end of the assignment.

Domestic partner—A person in a domestic partnership with an employee or annuitant of the same sex.

Domestic partnership—A committed relationship between two adults, of the same sex, that meets all the requirements below:

The parties attest and declare that the following statements (A through G) are true and correct:

A. We are each other's sole domestic partner and intend to remain so indefinitely;

B. We have a common residence and intend to continue the arrangement indefinitely;

C. We are at least 18 years of age and mentally competent to consent to contract;

D. We share responsibility for a significant measure of each other's financial obligations;

E. Neither of us is married (legally or by common law) to, or legally separated from, anyone else;

F. Neither of us is a domestic partner of anyone else; and,

G. We are not related in a way that, if we were of opposite sexes, would prohibit legal marriage in the state in which we reside.

Excused absence—Absence from duty administratively authorized without loss of pay and without charge to leave. The terms "administrative leave" and "excused leave" are sometimes used to refer to excused absence.

Excused leave—See "Excused Absence."

Extended telework—Work at an alternate worksite that occurs on a routine, regular and recurring basis away from an employee's principal place of duty three (3) days or more per week.

Fair Labor Standards Act (FLSA)—The Fair Labor Standards Act of 1938, as amended, provides for minimum standards for both wages and overtime entitlements, and specifies administrative procedures for compensating covered work time.

Family member—For the purposes of all other leave categories except FMLA, an individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Sons and daughters, and spouses thereof;
3. Parents, and spouses thereof;
4. Brothers and sisters, and spouses thereof;
5. Grandparents and grandchildren, and spouses thereof;
6. Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

For the purposes of FMLA, "family member" means the following relatives of the employee:

1. spouse;
2. son, including an adopted son;
3. daughter, including an adopted daughter; and
4. parents.

Flexible hours or band—Those hours of the workday within which an employee working a flexible work schedule has the option to select and/or vary the arrival and departure times. The CDC flexible hours are 12:30 AM to 9:00 AM (morning flex band), 11:00 AM to 1:30 PM (lunch flex band), and 3:30 PM to 11:30 PM (evening flex band), Sunday through Saturday. Employee participation in flexible work schedules and other Alternative Work Schedules is subject to management approval.

Flexible schedule—Divides the workday into two distinct kinds of time, core hours and flexible hours or bands. Under most flexible schedule arrangements, all employees must be at work or on

approved leave during core hours, but they may establish their arrival and departure times during the flexible bands.

FLSA exempt—An employee who is not covered by the overtime provisions of the Fair Labor Standards Act (FLSA) of 1938, as amended (29 USC 201 et seq.). Generally, these employees are exempt because they meet the executive, administrative, or professional criteria for exemption.

FLSA nonexempt—An employee who is covered by FLSA. Generally, employees properly classified through GS-10 will be nonexempt from FLSA coverage.

Formal discussion—A discussion between a management representative and one or more BUEs concerning conditions of employment or a grievance which the Union has the right to be notified of and given a chance to attend. Among the factors to consider in determining whether a discussion is a formal discussion are (a) attendance by other management representatives, (b) location of the meeting, (c) duration of the meeting, (d) mandatory attendance, (e) a set agenda, and (f) manner in which the meeting was conducted.

Irregular or occasional overtime—Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the employee's option, the employee may receive compensatory time off in lieu of overtime premium pay in accordance with the applicable section of this Agreement.

Leave without pay (LWOP)—Approved absence without pay, initiated by the employee.

Leave year—The period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.

Maxiflex schedule—A flexible work schedule authorized by the Federal Employees Flexible and Compressed Work Schedules Act of 1978. A Maxiflex schedule allows employees to vary the number of hours worked each day and the number of days worked each week as long as the basic work requirement is met. However, at management's discretion, core hours may be established for all or any part of a typical 10-day pay period, or may not be established at all.

Medical certificate—A written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

Medical condition—A health impairment that results from injury or disease, including psychiatric disease.

Medical documentation or documentation of a medical condition—A statement from a licensed physician or other appropriate practitioner who provides information the agency considers necessary to enable it to make an employment decision. To be acceptable, a diagnosis or clinical impression must be justified according to established diagnostic criteria, and the conclusions and recommendations must not be inconsistent with generally accepted professional standards. The determination that a diagnosis meets these criteria is made by or in coordination with a physician, or if appropriate, a practitioner of the same discipline as the one who issued the statement.

Medical telework—Telework requested because of a short-term medical condition such as recovering from an illness or injury that involves temporary mobility or work limitations. This type of telework arrangement cannot be used in lieu of sick leave, in the event an employee is incapacitated for duty

Medical standard—A written description of the medical requirements for a particular occupation based on a determination that a certain level of fitness or health status is required for successful performance.

Non-duty hours—Any hours outside an employee's basic workday or workweek that are not compensated, for example, before the start of the daily tour of duty, during the official lunch period, or after the end of the tour of duty. For the purposes of this Agreement, authorized rest periods (breaks) are also considered non-duty time although this time is compensated.

Normal tour of duty—Fixed tour of duty established for employees not participating in the AWS program, which is Monday through Friday, 8:00 AM to 4:30 PM unless otherwise agreed to by the employee and his or her supervisor.

Official time—Time authorized for use by Union officials in the performance of their representational duties during regular working hours. This time is considered to be duty time and does not require the use of any form of leave or credit time.

Paid leave—Authorized absence from duty, in addition to annual or sick leave, for an employee to serve as a bone-marrow or organ donor.

Physician—A licensed Doctor of Medicine or Doctor of Osteopathy, or a physician who is serving on active duty in the uniformed service to conduct examinations.

Practitioner—A person providing health services who is not a medical doctor but who is certified by a national organization and licensed by a state to provide the service in question.

Rating official—See "Appraising official."

Rating of record—The summary rating required in January of each year following the completion of the appraisal year or at other times for special circumstances. Ordinarily, there is only one rating of record in an appraisal year. A rating of record will ordinarily reflect as many summary ratings as were made during the appraisal year.

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.

Reduction in force (RIF)—Release of an employee from his/her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, or reorganization.

Reorganization—The planned elimination, addition, or redistribution of functions or duties in an organization.

Reviewing official—The official with review and approval authority at a level higher in the organization than that of the appraising official. Reviewing officials are ordinarily two supervisory levels above the employee.

Summary rating—The written record of the appraisal of each critical and noncritical element and the assignment of a summary rating level. Not all summary ratings are ratings of record.

Situational telework—Approved work that occurs on an occasional, situational, or non-routine basis at an alternate work site. Work may occur less than one day per week; a few hours per week; or one or more days per week on an irregular basis. Situational telework may also be occasional and non-routine, to include periods of facility closures. Since facility closures vary due to reason and extent, the decision as to who continues telework or under a situational approval rests with the Chief Management Officer (CMO) of each CIO or with the CDC CMO.

Transfer of function—The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas. In a transfer of function, the function must cease in the losing competitive area and continue in an identical form in the gaining competitive area.

Appendix A. Union Official Time Request Form

[See next page.]

AFGE Local 2833 (CDC Atlanta) Official Union Time Form

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

Category 1. Term Negotiations

☐ A. Preparing for negotiating a collective bargaining agreement (CBA)

☐ B. Negotiating a CBA

Category 2. Mid-Term Negotiations

☐ Bargaining during the life of a CBA

Category 3. FLRA Actions/Activities

☐ Unfair Labor Practices, petitions, hearings, etc.

Category 4. Dispute Resolution

☐ A. Grievances (including arbitration)

☐ B. EEO Complaints

☐ C. Appeals (e.g., MSPB, FLRA, EEOC, Court)

☐ D. Alternative Dispute Resolution

☐ E. Other (e.g., meeting between Union official and employee before an issue becomes formal)

Specify: _____

Category 5. General Representational Activities

☐ A. Meetings between the Union & management to discuss conditions of employment

☐ B. Policy reviews

☐ C. Labor-Management Cooperation Council

☐ D. Training for Union representatives

☐ E. Union participation in formal discussions and investigative interviews

☐ F. Other activities authorized by CBA, law, etc.

Specify: _____

Union Representative's Name: _____ **Date Submitted:** __/__/____

Organization: _____

Estimated Hours Needed: _____

Estimated Return Date & Time: __/__/____ **at** _____ **AM/PM**

Time requested will be used on: __/__/____ **at** _____ **AM/PM**

TO BE COMPLETED BY UNION REPRESENTATIVE'S SUPERVISOR

☐ **Approved** ☐ **Disapproved** **Supervisor's Signature/Date:** _____

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

Remarks: _____

_____

_____

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

TO BE COMPLETED BY UNION REPRESENTATIVE

Official Time Started: _____ **am/pm** **Official Time Ended:** _____ **am/pm** **Total Hours:** _____

Location Work Was Done:

_____

Union Representative's Signature/Date: _____

By the last workday of each month, representatives' supervisors will ensure that a copy of all completed forms for that month have been sent to the HCRMO Workforce Relations Office.

Appendix B. Third Party Witness Interview Notification

[See next page.]

Third Party Witness Interview Notification for Employees Represented by Local 2883 of the American Federation of Government Employees at the Centers for Disease Control and Prevention in Atlanta, Georgia

You are being interviewed in connection with an investigation. You are not currently the subject of this investigation; however, you may be held responsible for any false statement you make or for any violation of Agency rules or regulations that you admit. Therefore, if any time during the interview you reasonably believe that you may be subjected to discipline as a result of your statements, you may request representation by the American Federation of Government Employees. If such a request is denied by the Agency, and if that denial is later found, by an arbitrator or the Federal Labor Relations Authority, to have been improper, any statements you made after requesting Union representation may not be used against you in any disciplinary action or proceeding.

I hereby acknowledge receipt of the aforementioned notification of my rights:

_____ _____

Signature of Employee **Date**

Appendix C. Grievance Form

[See next page.]

Grievance Form, AFGE Local 2883/CDC

<table>
<tr><td>Name of Employee:</td><td colspan="2">Job Title, Series, & Grade:</td><td colspan="3">Organization (include CIO/Division/Branch/Section as appropriate):</td></tr>
<tr><td rowspan="4">Date of Incident:</td><td colspan="2">Date Submitted:</td><td colspan="3">Name of Management Official with Whom Grievance Is Being Filed:</td></tr>
<tr><td>Step 1</td><td></td><td>Step 1</td><td colspan="2"></td></tr>
<tr><td>Step 2</td><td></td><td>Step 2</td><td colspan="2"></td></tr>
<tr><td>Step 3</td><td></td><td>Step 3</td><td colspan="2"></td></tr>
<tr><td rowspan="3">ADR Requested? (yes or no)</td><td>Step 1</td><td></td><td rowspan="3">Grievance Meeting Requested? (yes or no)</td><td>Step 1</td><td></td></tr>
<tr><td>Step 2</td><td></td><td>Step 2</td><td></td></tr>
<tr><td>Step 3</td><td></td><td>Step 3</td><td></td></tr>
<tr><td colspan="6">What Sections of the Collective Bargaining Agreement, Agency Policies, Laws, Regulations, Etc., Are Applicable:</td></tr>
<tr><td colspan="6">Statement of Facts of Grievance</td></tr>
<tr><td colspan="6">Name and title of management official , if any, against whom the grievance is being filed:</td></tr>
<tr><td colspan="6">Place of occurrence:</td></tr>
<tr><td colspan="6">Specific incident or description of action being grieved:</td></tr>
<tr><td colspan="6">Relief Requested:</td></tr>
<tr><td colspan="6">Name of Grievant:</td></tr>
<tr><td colspan="6">Name of Union Representative (if any):</td></tr>
</table>