

PREAMBLE

The Centers for Disease Control and Prevention (CDC), hereinafter referred to as the Employer and the National Alliance of Postal and Federal Employees (NAPFE), Local 303, hereinafter referred to as the Union, and collectively as the Parties, agree that pursuant to the Federal Service Labor-Management Relations Statute, 5 U.S.C. 71, that collective bargaining are in the public interest. 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 CDC.

The Parties also agree that the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

The Parties further agree that employee participation should be improved through the maintenance of constructive and cooperative relationships among NAPFE Local 303, 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

Section 1. This Agreement is made and entered into, by, and between the Centers for Disease Control and Prevention (CDC) and the National Alliance of Postal and Federal Employees (NAPFE), Local 303.

Section 2. The Employer recognizes the Union as the Exclusive Representative for employees of the Centers for Disease Control and Prevention (CDC) as follows:

Included: All employees of the Centers for Disease Control who occupy positions in the GS-400, 600, 704 and 1300 classification series, and Wage Grade employees working in laboratories, laboratory glassware and animal activities, including all GS and WG temporary employees who are employed for periods exceeding 90 days, who are located in the Atlanta, Georgia, metropolitan area, including Lawrenceville, Georgia.

Excluded: All professional employees, supervisors, management officials, guards and

employees described in 5 U.S.C. 77112(b)(2),(3),(4),(6) and (7).

Section 3. This Agreement is applicable only to employees and positions in the above described unit of recognition.

ARTICLE 2. PROCEDURES AND MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. Matters appropriate for negotiation and consultation are those involving the implementation of personnel policies, practices, or procedures affecting working conditions of employees in the bargaining unit, so far as is appropriate under applicable laws and regulations, provided that those matters are not covered by other Articles of this Agreement.

Section 2. 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. The Parties agree that prior notice will be given when changes affecting four (4) or more bargaining unit employees are contemplated in: the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. Notification under this section does not in any way obligate Management to negotiate nor does this prevent the Union from requesting negotiation.

Section 3. This agreement does not alter the responsibility of either party to meet with the other to discuss appropriate matters not covered by this agreement.

Section 4. 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. Normally, the union will be given ten (10) work days to review and respond to the proposal. The Employer will review the Union proposal and within five (5) work days 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 ten (10) additional work days will be provided to respond to the notice or for time to meet.

Section 5. Upon completion of required bargaining, affected employees will be notified by management in an appropriate manner. If appropriate, an all hands meeting will be utilized and the Union will be invited to be present and participate during the notifications.

ARTICLE 3. MANAGEMENT'S RIGHTS

Section 1. The management of CDC retains sole authority:

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

- b. 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 4. EMPLOYEES' RIGHTS

Section 1. 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. 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 take such action as may be required to assure 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.

Section 2. 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-bargaining unit employees 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.

Section 3. Any employee can bring matters of personal concern to the attention of appropriate official(s) of the Employer without concern about reprisal, retaliation, or discrimination, in accordance with applicable regulations and laws. Matters brought to the attention of appropriate official(s) of the Employer should be held in confidence except where the employee and/or the supervisor are required to take appropriate action.

Section 4. 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 34 regarding dues.

Section 5. Employees have the right to have a Union representative present at any examination by a representative of the Employer in connection with an investigation if:

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

Employees will be informed of this right annually.

Section 6. 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. If there is a disagreement between the employee and the supervisor, the employee will comply with the instructions and, if desired, grieve the matter later. If the employee reasonably believes that carrying out a supervisor's instruction could result in danger to his or her life or a serious health condition, the employee may request a review by the next level management official.

Section 7. 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.

Section 8. 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 agency. 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 agency.

Section 9. 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.

Section 10. 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.

Section 11. 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.

Section 12. 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, and etc.) for any other employee and/or supervisor, which is in no way related to the normal duties of his or her position.

Section 13. In the event of an office move, each employee normally will be responsible for packing and organizing his or her own personal work station. Unless specifically provided for in his or her position description, no employee will be required to be responsible for another

employee's and/or his or her supervisor's personal work station, except in an emergency. 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 at the discretion of management.

Section 14. 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 "Confidential - To Be Opened By Addressee Only" will not be opened by any one 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 inter-office mail system for sending and receiving personal mail. The parties agree that documents containing personal information about employees and documents containing information covered by the Privacy Act should be handled in a confidential manner. Such documents include but are not limited to earnings and leave statements, SF50s, and performance appraisals.

Section 15. 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 local management prior to management making a commitment (i.e. job offered and accepted) to fill the position of the retiring or resigning employee.

Section 16. No adverse material will be put into an employee's Official Personnel Folder without his/her knowledge. Such materials will be removed in accordance with applicable regulations.

Section 17. Local management shall inform an affected employee of a right to have a union representative present during inspection of that employee's locker by a CDC management official or an agent thereof.

ARTICLE 5. UNION RIGHTS

Section 1.

a. The Union is recognized by the Employer as the Exclusive Representative of bargaining unit employees. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership. The Employer agrees to recognize duly elected or appointed officers and stewards of the Union.

b. The Employer will reimburse union representatives for off-site local travel to perform representational duties; the maximum obligation of the Employer will be no more than \$500 per year for all union representatives' local travel combined. Requests for reimbursement will

be submitted in accordance with local travel procedures, to the Labor Relations Officer through the Local President.

Section 2. The Union shall maintain and furnish to the Employer a roster of all officers and stewards, in a timely manner, of any change thereto. Subject to security and/or other valid considerations as deemed by management, retired officers, representatives and stewards will be granted access to CDC facilities while performing Union/Representational duties.

Section 3. The Employer agrees to allow Union officers and stewards reasonable time away from the job, without loss of pay or leave, to perform the representational activities described in Section 4a. The Union will ensure the requests for permission to leave the job and time allowed will be kept to a reasonable and minimum amount. The Employer and Union will consult when time taken appears to become unreasonable.

Section 4

a. Covered Representational Activities.

The Parties agree that Union representatives shall be authorized official time (see Section 3 above regarding official time) to perform the following representational activities:

- (1) researching concerns of employees regarding conditions of employment;
- (2) representing employees in grievances and appeals;
- (3) preparing grievances and appeals of employees;
- (4) attending formal meetings;
- (5) representing an employee in an investigatory interview when requested by the employee [in accordance with Article 4, Section 5 and 5 USC 7114(a)(2)(B)];
- (6) attending grievance meetings as the Union's representative when the employee is not represented by the Union;
- (7) holding discussions initiated by the FLRA with Union Officers and Stewards and activities carried out in response to requests from the FLRA;
- (8) preparing and participating in statutory appeals and Unfair Labor Practice (ULP) charges and complaints; and
- (9) participating in other representational activities authorized by this agreement or by regulations or statutes (laws).

b. Activities Not Covered

Official time shall not include time spent on internal Union business, including, but not limited to:

- (1) attending Union meetings;
- (2) soliciting members;
- (3) collecting dues;

- (4) posting notices of union meetings;
- (5) campaigning for elective office or carrying out elections;
- (6) preparing and distributing internal Union newsletters or other such internal documents; and
- (7) soliciting grievances or complaints.

Section 5. The procedures outlined below will be followed for the use of official time under this Article.

a. The Union representative will submit an official time documentation form (see Appendix B) to his/her supervisor requesting the use of official time at least two (2) work days prior to the time requested. The request will contain appropriate information so that the supervisor can make a determination to grant or not grant the official time. The supervisor will either approve or disapprove the request within two (2) work days of receipt. Supervisors will notify the representative of the status of the request to allow the representative adequate time to meet commitments. Failure to respond to the request within this time frame will constitute approval. The above time frames will be followed by both parties except in emergency situations. The union representative will inform the supervisor orally or in writing (e.g. via the form) where he/she can be contacted.

b. Prior to meeting with an employee, the following will occur:

- (1) The steward will contact the employee's supervisor;
- (2) The steward will provide an estimate of the time required for the meeting but is not required to reveal the nature of the meeting other than to state that it concerns a dissatisfaction(s) over a condition(s) of employment;
- (3) If the supervisor of the employee has potential problems with the scheduled time, the supervisor and steward will reach a mutually agreeable time;
- (4) The employee notifies the supervisor of the meeting.

At the conclusion of the meeting, the employee notifies the supervisor and returns to his or her normal duties.

c. If a Union representative's supervisor determines that compelling work-related circumstances exist that preclude him or her from leaving the work area, the reason will be fully explained in writing on the official time form. A time will be mutually established for the Union representative to leave the work area.

d. The Union representative will notify his/her supervisor upon returning to the work area as well as provide the supervisor a completed official time form. If the supervisor did not previously return the form to the Union representative, he or she will request it for completion. By the last work day of each month, representatives and their supervisors will ensure that a copy of all completed forms for that month has been provided to the Labor Relations Officer (LRO).

Section 6. Solicitation of memberships, dues, or other internal Union business shall be conducted in non-work areas and during the non-duty hours of the employees concerned. Union representatives may distribute newsletters during non-duty hours of the representative distributing and the bargaining unit employees receiving the newsletter. Deliveries in secured areas shall adhere to established security policies.

Section 7. It is agreed that the Union will be given the opportunity to be represented at all formal meetings (formal discussions) between the employer and the employee concerning any grievance, or any personnel policy or practices, or other general conditions of employment.

In this regard, the employer agrees to provide the Union reasonable advance notice of a formal meeting in order to afford a designated representative adequate time to fulfill the requirements of Section 5a. Notification of the formal meeting will be provided to the facility steward with a copy to the local President or designee and the LRO. The notification and an agenda of issues will be provided in writing. Either party may take written notes of the meeting.

Section 8. 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 Center (AHRC). Requests should be submitted in writing to the LRO. Additional information requests under the provisions of Section 7114, Title 5 U.S.C. will be properly submitted in writing to the LRO.

ARTICLE 6. LABOR-MANAGEMENT COOPERATION

Section 1. The parties agree that the Union will meet quarterly with the Agency Director or designee and monthly with the Director, AHRC or designee. 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. Either party may take written notes; if an issue warrants further documentation both parties will establish the mechanism to do so. Proposed agenda items will be exchanged in writing at least five (5) work days in advance to determine the need for any scheduled monthly or quarterly meeting. Copies of proposed agenda items will be submitted to the LRO. If neither party submits agenda items, the parties agree the scheduled meeting will not be held. Depending on subjects to be discussed, either party may suggest individuals to be included (e.g., subject-matter experts).

Section 2. Union and Employer representatives attending these meetings will be kept to a minimum number, normally not more than three (3) each, consistent with the subjects to be discussed. These meetings will be held on official time without charge to leave.

Section 3. The Union agrees to bring incidents which may form the basis of a ULP charge or OSHA complaint to the Employer's attention.

ARTICLE 7. EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Parties agree that the Equal Employment Opportunity Program shall be implemented in accordance with applicable Executive Orders, laws, regulations, and other Departmental requirements. The Parties agree that they shall meet and confer in the development and implementation of the phases of the EEO Program relating to employees.

Section 2. The Parties agree that there shall be no discrimination against any employee on the basis of race, color, religion, sex, national origin, age, physical or mental disabilities as provided for in applicable laws, Executive Orders, regulations, or Departmental policies. Such laws and amendments thereto include but are not limited to:

- .Age Discrimination in Employment Act of 1963
- .Title VII of the 1964 Civil Rights Act
- .The Equal Pay Act of 1966
- .The Rehabilitation Act of 1973

Section 3. The Parties agree that discrimination based on pregnancy, childbirth or related medical conditions is inappropriate and constitutes sex discrimination under Title VII of the Civil Rights Act of 1964 as amended in the Pregnancy Discrimination Act.

Section 4. The Parties agree to meet at least on an annual basis to discuss the EEO Program as it relates to employees. Issues and ideas related to the EEO Program can also be addressed at the quarterly labor-management meetings identified in Article 6. The Union will have the opportunity to make recommendations for improvements.

Section 5. If the employee is not represented by the Union, the Union may have an observer attend a discrimination complaint hearing, unless the complainant objects to the observer's attendance or the examiner determines that the Union observer should be excluded to protect the interests of the complainant, a witness, or the Government. The presence of a Union observer does not impair the right to the employee to choose his or her own representative.

Section 6. 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.

Section 7. The Parties agree that the EEO Office's report (that contains summary data on EEO complaints) will be provided to the Union on a quarterly and annual basis.

ARTICLE 8. HOURS OF WORK AND BASIC WORKWEEK

Section 1. The Parties agree that the basic workweek for full-time employees is 40 hours per

week, Monday through Friday (80 hours per pay period).

Section 2. The Parties agree that it is their mutual responsibility to accomplish the mission of the Agency with any work schedule adopted. Except where the employer would be seriously impeded in carrying out its function or the cost would be substantially increased, the parties agree to support the application of alternative work schedules and compressed work schedules. (See Appendix B - Alternative Work Schedules, Human Resources Management Manual Chapter 610-1). Tours of duty for employees will be made in accordance with appropriate laws, rules, regulations, and policies.

Section 3. The Employer will, where necessary for an organization element, determine and allot a reasonable amount of time sufficient for clean-up and storage of work tools and equipment. No across-the-board clean-up time will be established; however, when it is determined that clean-up time is required, fifteen (15) minutes shall be considered as normally adequate. The Employer may make exceptions to this normal time as necessary.

Section 4. Fifteen (15)-minute rest periods may be observed by full-time employees unless unusual workload conditions will not permit; one (1) rest period approximately 1-1/2 to 2-1/2 hours after the start of workday and the other approximately 1-1/2 to 2-1/2 hours before the end of the tour. When necessitated by work conditions, individual supervisors will determine the specific time when these rest periods may be taken.

Section 5. Changes in shift assignments to fill vacancies for a work area, shall be made available to employees by seniority, when practical, on a voluntary basis unless special work requirements demand special skills or unless employee training or development requires specific shift assignments. Seniority will be determined on the basis of length of federal service (Service Computation Date); length of service at CDC will be used as a tie-breaker.

Section 6. The Parties agree that employee initiated requests for changes in shift assignments will be resolved on a voluntary basis provided needed skill requirements can be met. If there are no volunteers, shift assignments will remain the same. This does not void management's obligation to provide reasonable accommodation under appropriate circumstances.

Section 7. The Parties agree that the Union will be notified when shifts of stewards and officers change.

ARTICLE 9. OVERTIME

Section 1. Subject to existing regulations and procedures, the Employer will make every reasonable effort to assign overtime fairly among eligible employees. 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.

Section 2. It is agreed that all employees of the bargaining unit may be required to accept overtime work on short notice in cases of emergency or unusual circumstances. The Employer will make relevant records of overtime for employees of the unit available to the Union upon request.

Section 3. In the assignment of overtime, the Parties agree that one and a half work days advance notice will be given to employees provided the Employer knows of the need in time to meet this requirement.

The Parties agree that non-bargaining unit employees shall not be scheduled on overtime to perform the duties of bargaining unit employees for the sole purpose of eliminating the need to schedule bargaining unit employees for overtime.

The Parties agree that when the Employer determines the need for overtime, qualified volunteers will be considered before assigning overtime. In cases of emergencies, assignment of overtime will be made by the supervisor.

Section 4. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour of duty, are entitled to a minimum of two (2) hours of overtime pay.

Section 5. Employees may request credit or compensatory time (in writing) in lieu of overtime in accordance with applicable laws and regulations.

ARTICLE 10. HOLIDAYS

Section 1. Employees shall be entitled to all holidays or holiday pay in accordance with applicable laws and Executive Orders.

Section 2. It is agreed that as the mission of the Employer dictates employees will be required to work on holidays. Where feasible within mission and manpower requirements, holiday assignments will be handled on a volunteer basis, provided that there are no additional costs to the Employer.

Section 3. The Parties agree (in accordance with applicable regulations) that the holiday schedule below will be followed by employees who work an approved compressed work schedule. If the employee's regularly scheduled day off is Friday or Monday and a holiday falls on one (1) of those days, the employee's day off remains unchanged. However, the holiday for the employee will change in the circumstances below:

- a. If the "actual" holiday falls on Sunday, the "in lieu of holiday" is the following workday which is Monday for most employees. However, if Monday is an employee's day off under CWS, that Tuesday becomes his/her "in lieu of holiday".

b. If the “actual” holiday falls on Monday, the “in lieu of holiday” is the previous workday. For an employee whose day off under CWS is Monday, the “in lieu of holiday” would be the previous Friday.

c. If the “actual” holiday falls on Friday or Saturday, employees, whose day off under CWS is Friday, would have an “in lieu of holiday” on Thursday.

ARTICLE 11. ANNUAL LEAVE

Section 1. Employees shall earn and accrue annual leave in accordance with applicable laws and regulations. Employees have the right to schedule their accrued annual leave. However, the

Employer has the authority to determine when it will be taken, subject to the needs of the Agency.

Section 2. Employee requests for annual leave should be submitted as far in advance as possible so that the Employer can plan staffing needs for efficient operations. When the employee has given reasonable notice and when work requirements will not be adversely affected, timely approval of requests shall occur. If the leave request is disapproved, specific reason(s) will be provided in writing. By mutual agreement, another date will be identified. Approval of annual leave for emergency circumstances will be addressed on an individual basis.

All organizations are encouraged to establish annual vacation schedules, especially for holiday periods. Vacations of two (2) or more weeks are permissible with proper approval of the leave approving official. When conflicts regarding scheduling of annual leave occur, the supervisor will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, the supervisor will make the final decision.

Employees in a use or lose category are encouraged to submit their requests for the use of such leave to the approving official six (6) months before the end of the leave year. The Employer reserves the right to cancel previously approved annual leave in accordance with appropriate laws and regulations when staffing/workload necessitates such action.

Section 3. Employees may request advanced leave in accordance with applicable laws and regulations. Employees should submit written requests for advanced annual leave to their immediate supervisor. The maximum amount of allowable annual leave is the amount the employee will accrue before the end of the leave year. 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.

Section 4. The restoration of annual leave will be made in accordance with applicable laws and regulations.

ARTICLE 12. SICK LEAVE

Section 1. Employees shall earn and be granted sick leave in accordance with applicable

statutes, regulations, and Department procedures.

Section 2. Earned and accrued sick leave shall be granted employees when they are incapacitated for the performance of their duties. Employees unable to report for work because of incapacitation shall notify their leave-approving official or designee within the first hour of their tour of duty, or not later than 9:00 a.m. for employees on a flexitime schedule. Due to the unique nature of shift work, whenever possible leave due to illness should be requested not later than three (3) hours prior to the start of the employee's scheduled shift, but not later than one (1) hour after the start of the employee's scheduled shift. The employee should provide notification in the same manner on each subsequent day of illness unless it is agreed that a daily report is not required. Failure to comply with the requirements of this Section may result in the employee's absence being charged to absence without leave (AWOL); except in emergency circumstances which prevent an employee from providing required notification, leave may be later granted by the leave approving official or designee if acceptable evidence is provided.

Section 3. Sick leave for medical, dental, or optical appointments should be requested as far in advance as practicable. The use of sick leave for such purposes is subject to the approval of the leave-approving official. Leave requests for these purposes will be granted in a timely manner. Requested leave should be kept to the minimum amount needed for appointments.

Section 4.

a. A medical certificate or other evidence acceptable to the supervisor may be required for absences longer than three (3) full days. In cases where the nature of the illness is such that an employee did not need to see a medical practitioner, the employee's written statement (e.g., SF-71) concerning the illness may be considered as acceptable evidence.

b. A medical certificate may be required for absences of three (3) full days or less if it is judged to be necessary. Prior to requiring medical certification for absences of three (3) days or less, the supervisor will discuss his/her concerns with the employee.

Employees sick leave records and requests will be considered confidential and personal information; therefore, disclosure will be authorized only to those individuals in a need to know capacity.

Section 5. In cases where the supervisor has reason to believe that an employee is abusing the use of sick leave, or in case of frequent use of sick leave, the supervisor may issue the employee a written leave restriction notice that he/she must furnish a medical certificate to support any subsequent periods of absence due to illness. The employee will not be placed on leave restriction unless he/she has been warned in writing by his/her supervisor. This warning shall include the reasons for the action, and refer to the documentation used to support the action. Employees may request copies of such documentation. The leave restriction notice shall be reviewed by the supervisor with the employee every three (3) months to determine whether a continuation of this requirement is necessary. After the review, a written notification of the status

of the leave restriction will be provided to the employee.

Section 6.

a. The Employer may advance up to 240 hours (30 days) of sick leave in cases of serious disability or ailment in accordance with appropriate rules and regulations and when deemed appropriate by the exigencies of the situation.

b. To be eligible for advanced sick leave, an employee must have a permanent appointment, must not have established a pattern of sick leave abuse, and there must be a reasonable expectation that the employee will return to work on a permanent basis.

c. Requests for advanced sick leave must be submitted to the supervisor in writing as far in advance as possible, and must include appropriate medical documentation. This medical documentation should include the prognosis and expected date of return to work. The supervisor will indicate concurrence/non-concurrence and forward the request through appropriate organizational levels to the approving official. Each level will indicate concurrence/non-concurrence with the request. If denied by the approving official, the employee will be provided the reason(s) in writing.

d. If the employee disagrees with the decision, the employee may ask for reconsideration or grieve the decision, but not both. The reconsideration official will be one organizational or supervisory level above the deciding official, but in no case outside of the CDC. If reconsideration is the selected process, the decision is final.

e. The Parties agree that the above process will be accomplished in a timely manner.

ARTICLE 13. MISCELLANEOUS LEAVE AND EXCUSED ABSENCES

Section 1. The Employer agrees that employees will be excused in accordance with the provisions of appropriate rules, regulations, and procedures; when required by law to present themselves to Federal, State, and local courts; when called for jury duty; when the Employer temporarily closes all or part of an installation because of weather or other emergencies; and for military leave.

Section 2. Any officer or steward of the Union may request LWOP for up to one (1) year in duration to work exclusively for the Union. The written request will be sent through the Union President and to the employee's immediate supervisor. If the request is denied by management, a detailed written explanation of the denial will be provided by the management official.

Section 3. Family Friendly Leave

a. Employees may use 40 hours of sick leave each year to care for a family member or to arrange for or attend the funeral of a family member. An additional 64 hours may be used if

the employee maintains a balance of at least 80 hours of sick leave in his/her leave account (up to 104 hours each leave year). See Glossary for definition of “family member.”

b. Employees may use sick leave for purposes related to the adoption of a child.

c. In accordance with 5 U.S.C. 6327, an employee may use up to seven (7) days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to 30 days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

d. Under the Family and Medical Leave Act of 1993 (FMLA), employees are entitled to a total of twelve (12) work weeks of leave without pay (LWOP) during any 12-month period for (a) the birth of a son or daughter and care of the newborn; (b) the placement of a son or daughter with the employee for adoption or foster care; (c) the care of a spouse, son, daughter or parent with a serious health condition; and (d) a serious health condition of the employee that makes the employee unable to perform the duties of his or her position. A request for FMLA leave must be supported by written medical certification that meets the requirements of 5.C.F.R. 630 Subpart L. Employees may elect to substitute paid time off, e.g., annual/sick leave, credit hours, etc., for any or all of the period of leave taken under FMLA.

e. The Voluntary Leave Transfer Program (Leave Donation Program) allows employees to donate annual leave to qualified employees who have exhausted their own leave.

f. For additional information concerning Family Friendly Leave, employees should contact their personnel generalist.

Section 4. Voting Leave. When appropriate, employees may be excused for a reasonable amount of time to register to vote or vote in national, State, and local municipal elections or referendums. As a general rule, where the polls are not open at least three (3) hours either before or after an employee’s regular hours of work (or core time, for an employee on flexitime), the employee’s supervisor may approve excused absence for an employee for enough time to permit the employee to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires less time off. (For example, if the polls open at 7:00 a.m. and close at 7:00 p.m., an employee whose regular hours of work are 9:00 a.m. to 5:30 p.m. could be excused from 9:00 a.m. to 10:00 a.m. since this would be three (3) hours after the polls open.) It is expected that employees on flexitime will not have a need for the above excused absence. Under exceptional circumstances where the general rule does not permit sufficient time, excused absence for additional time off may be granted depending on the individual circumstances.

Section 5. Blood Donations. An employee’s supervisor may approve excused absence for an employee who is donating blood without compensation for a reasonable amount of time for purposes of donation and recovery, normally two (2) hours. Additionally, time may be excused if appropriate because of the location of the donation site, the type of donation program (e.g.,

donation of blood platelets), or other factors determined by leave-approving officials.

ARTICLE 14. UNION SPONSORED TRAINING

Section 1. The employer agrees to grant a maximum of 40 hours of official time each calendar year to each officer and steward to participate in union sponsored training, if he/she can be released from his/her work. This training will be for the purpose of receiving information, briefing, or orientation on matters concerning statutes, regulations, and policies affecting employee rights, appeal procedures, etc.

Requests for additional hours of official time for union sponsored training will be considered on a case-by-case basis.

All requests for official time under this Article should be submitted in writing by the Union President to the Labor Relations Officer at least 30 days in advance to permit appropriate review. It must be established that such training or briefing is advantageous to the Employer as well as the Union.

ARTICLE 15. MERIT PROMOTIONS AND EXTERNAL RECRUITMENT

Section 1. The CDC Merit Promotion Plan (including Appendix D), the HHS Careers (QuickHire) automated staffing process and provisions of this article will be followed when filling bargaining unit positions. This process will include Federal merit system principles, to accept, rate and refer candidates for competitive selection consideration.

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

Section 3. AHRC will coordinate with CIOs to ensure employees have access to Merit Promotion announcements. Problems with access to announcements should be brought to AHRC's attention. All Merit Promotion Vacancy Announcements for bargaining unit positions will indicate: "This is a bargaining unit position."

Section 4. Position descriptions for announced vacancies will be made available by AHRC to the Union for all bargaining unit positions. Position descriptions for all announced non-bargaining unit vacancies will be made available by the appropriate Administrative Office. Position descriptions are available to all employees under the Freedom of Information Act

(FOIA).

Section 5. The Employer agrees, when the Union has been designated by the employee as his/her exclusive representative, to provide the various documents from the merit promotion file, including crediting plans, to that representative during the processing of a grievance/formal complaint. However, the Union must demonstrate the pertinence and relevance of the requested document(s). Release of these documents will be consistent with the Privacy Act. The Union will ensure that its handling of such document(s) will not create an unfair advantage to candidates or compromise the utility of the rating/selection process.

ARTICLE 16. TEMPORARY PROMOTIONS

Section 1. 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. 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.

Section 2. The parties agree that to ensure fairness and equity of promotion opportunities supervisors should ensure that temporary promotions are equitably distributed among qualified employees. Temporary promotions of 120 calendar days or less shall be rotated among employees who have qualifications and skills for the position. First consideration will be afforded to bargaining unit employees who have the required qualifications/skills and are located in the lowest organizational segment in which the vacancy exists. Temporarily promoted employees should be provided a copy of the appropriate job description and work plan.

Section 3. If competition is used for a temporary promotion of 120 days or less, it shall be accomplished in accordance with applicable rules and regulations.

Section 4. 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.

ARTICLE 17. DETAILS

Section 1.

- a. 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, change of work station, or temporary promotion (refer to the Glossary for definition of these terms). The Employer may detail employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or relieve temporary staffing needs. Employees are not required to meet the OPM qualification or time-in-grade requirements of the position to which they are detailed. Employees on detail will continue to officially occupy the position from which they were detailed and retain the bargaining unit status of that position.

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

b. Details will be rotated fairly among employees possessing sufficient knowledge, skills and abilities, where feasible. First consideration will be afforded to bargaining unit employees located in the lowest organizational segment in which the detail opportunity exists.

c. The Employer will notify the Union President when an officer or steward is being detailed for thirty (30) days or more outside their normal duty station (facility).

Section 2. The Employer agrees that when an employee is detailed and the detail is to exceed ten (10) work days but less than thirty (30) calendar days, the employee, upon his/her request, will be furnished in writing the reasons for the detail, the nature of the duties to be performed, and the anticipated length of the detail.

Section 3. An employee will not be detailed to a lower graded position unless extenuating circumstances prevail.

ARTICLE 18. REORGANIZATION

Section 1. A reorganization is a planned redistribution, addition, or elimination of significant duties in an organization or unit. The Employer agrees to notify the Union of reorganization in accordance with Article 2, Procedures and Matters Appropriate for Negotiations.

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 24, Reduction-in-Force, of this agreement, shall apply.

ARTICLE 19. POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1. The Employer and the Union agree that the principle of equal pay for substantially equal work will be applied to all position classification actions.

Section 2. Each employee in the Unit will be provided with a description of his/her duties and

responsibilities in the form of a current position description normally within thirty (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 the mission of the Agency. Each supervisor and employee shall review the employee's position description on an annual basis and revise it as appropriate. Wherever appropriate, standardized position descriptions will be adopted.

Section 3.

a. Employees are encouraged to discuss with their supervisors any substantial difference between duties assigned and duties performed, and the contents of the official position description. Position descriptions will be kept current and accurate. An employee who believes that his/her position description is inaccurate or improperly classified should consult with his/her supervisor. If the situation is not resolved, the employee may request a discussion with his/her personnel generalist. If the employee still believes his/her position description is inaccurate, the employee may file a grievance. If the employee still believes the position to be improperly classified, the employee may request a classification audit or file a classification appeal in accordance with applicable procedures. If a decision is made to re-describe or re-classify a position, the Employer agrees to initiate the process in a reasonable period of time.

b. When an employee requests an audit, the Employer will conduct an audit of the appropriate type. The Employer will consider whether or not a desk audit is the best method of gathering the facts. Employees requesting an audit of their positions will receive an official response from AHRC within two weeks of his/her request. After receiving the response, the employee has the option of discussing the response with his/her supervisor and AHRC. If the decision is to conduct a desk audit, upon the employee's request, he/she is entitled to meet with a Union representative to assist in preparation for the audit.

Normally, the employee will receive the results of the audit within thirty (30) days of completion.

Section 4. The Employer agrees to furnish the employee a written notice of proposed adverse personnel action resulting in a reduction in grade or pay as a result of a classification decision. The Employer further agrees to discuss upon request such actions with the employee and his/her designated 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 System Protection Board and Department rules, regulations, and procedures.

Section 5.

a. An employee who believes that the title, series, or grade of his/her position is improperly classified, has the right to file a position classification appeal. In pursuing an appeal under applicable regulations, employees may be accompanied, represented, and advised by a representative of their own choosing in the discussions with their supervisor or representatives

of the Atlanta Human Resources Center.

b. An employee who files a position classification appeal, and the employee's representative, if a Department employee, will be given a reasonable amount of official time in accordance with existing policies to prepare and present the appeal and are assured freedom from restraint, interference, coercion, discrimination, or reprisal.

During any desk audit resulting from a formal classification appeal, the employee shall have the right to be accompanied by a Union representative.

The evaluation statement prepared by the Employer as the result of a position review or audit will normally be furnished to the employee within sixty (60) days. If an employee files a classification appeal within the Agency, the employee will receive a copy of the evaluation statement prior to the adjudication of the appeal. If an employee files a classification appeal to OPM, the employee will receive a copy of the evaluation statement at the time the Agency report is submitted to OPM. The employee shall have the right to make written comments within five (5) workdays after receipt of the evaluation statement and submit such comments directly to the adjudicator.

Section 6. When the Employer is afforded the opportunity to review and comment on proposed position classification standards by the Department or OPM, the Union will be provided a copy and given the opportunity to provide comments. If it chooses to comment, the Union's written comments will be forwarded with the Employer's comments, provided the Union's written comments are ready and available at the time the Employer transmits its response.

Section 7. The Employer, upon request by the Union, agrees to provide the Union access to written classification or job grading standards which the Employer maintains. Originals of such documents shall not be removed from the Atlanta Human Resource Center. The Union may make one copy of any such documents at no cost.

ARTICLE 20. PERFORMANCE MANAGEMENT

Section 1. The provisions of this Article apply to employees in the bargaining unit covered by Performance Appraisal Systems established in accordance with OPM regulations and Section 4302 of Title 5 U.S.C. The Employer and the Union recognize that performance management is an on-going process; unacceptable performance circumstances can and should be dealt with as they occur.

Section 2. Employees will be evaluated under a performance appraisal system that includes performance elements that are consistent with the duties contained in the employee's position description. Performance standards for these elements should be objective, measurable, and fair. The Employer will encourage employee participation in developing his/her performance plan. Employees will be given a copy of their performance plan no later than thirty (30) days after the beginning of the rating period. At that time, each supervisor will explain such standards and

elements to each of his/her employees, will answer questions, and will make reasonable efforts to ensure that each employee knows what is expected of him/her. An employee may request Union representation in meetings with the Employer involving the development of his/her performance standards.

Section 3. The annual performance appraisal period is January 1 through December 31. Employees will receive a mid-term progress review and an annual performance rating in accordance with the Performance Management Appraisal Program.

Employees will be provided reasonable advance notice prior to the conduct of mid-year and annual review. Normally, the first level supervisor is the authorized appraising official and the discussion should be between that official and the employee. Others directly related to the rating process may participate. Progress review and annual rating discussions will be held confidential by all participating parties. During these discussions employees have the option of discussing training needs.

Normally, a progress review must be held at least once 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.

Annual ratings will be provided to employees between January 1 and February 15 of each year, the rating official will meet with the employee to discuss the rating of record and, if applicable,

any needed improvement assistance. Employees will be allowed at least two days after receiving their final rating to provide comments.

The rating official rates each element, unless the employee did not have a reasonable opportunity to perform a particular element for the minimum period (90 calendar days) during the rating period (in which case the element will be marked "Not Applicable").

Section 4. Supervisors will take positive steps to assist employees whose performance on one or more critical elements is unacceptable. The Employer agrees that the reassignment, reduction-in-grade, or removal of an employee for unacceptable performance, under the provisions of Section 4303 of Title 5 U.S.C., will be taken only after the employee has had an opportunity to demonstrate acceptable performance.

Prior to proposing formal action, the Employer will provide the employee a written Performance Improvement Plan (PIP) that identifies specific instances of unacceptable performance and what action must be taken by the employee to improve his/her performance to an acceptable level. The PIP will also identify the efforts the supervisor will take in assisting the employee in improving performance, e.g. formal training, on the job training, closer supervision, weekly meetings, etc. It is expected that, in most instances, efforts to assist employees to improve their unacceptable performance will be over an opportunity period of thirty (30) to ninety (90) days.

When the Employer proposes a reduction in grade or removal based on unacceptable

performance, the employee is entitled to a thirty (30) day advance written notice of the proposed action which identifies the specific instances of unacceptable performance.

Section 5. The Employer agrees to negotiate with the Union in the development of procedures concerning the implementation of the performance appraisal system as it applies to employees in the bargaining unit. The Employer further agrees to negotiate with the Union on changes or modifications in the procedures.

ARTICLE 21. TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer and the Union agree that training and development of CDC employees are important. Both parties subscribe to the development of a comprehensive program which will develop employees to meet the CDC workforce requirements whenever feasible.

Section 2. The parties shall encourage employees to take advantage of appropriate Government and non-Government sponsored job-related training and educational opportunities, which will add to the skills and qualifications of employees.

Section 3. The Employer agrees to provide employees, upon request, with information concerning job-related training courses or programs in Government or non-Government facilities in the vicinity of CDC.

Section 4. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employees. Such meetings will be arranged by the Employer at the convenience of both parties as soon as possible after the need for such meetings is determined.

Section 5. It is also agreed that the development of skills, abilities, and knowledges by an employee which are not directly related to his/her immediate job responsibilities is a responsibility of the employee. The Employer should make a reasonable effort, whenever requested, to encourage the employee in planning and accomplishing a personal development program where such is consistent with his/her job-related career interests, existing Government policies, and is not in conflict with the organization's requirements to accomplish its workload and objectives.

Section 6. Within the existing regulations and procedures, the Employer will provide a yearly opportunity for each employee in cooperation with his/her supervisor, to review and construct a training plan for the coming year. Training requested by the employee shall be discussed and approved by the supervisor before formal submission. Approval of training will take into consideration the Agency's mission, the employee's requests, performance improvement needs, employee potential, organizational training needs, current and future staffing needs, mandatory training, budget considerations, and the scheduling of work. Priority will be given to training needs designed to address performance deficiencies due to a lack of knowledge and/or skills.

Section 7. Training, when applicable, will be available to all employees in a nondiscriminatory

manner without regard to race, color, creed, sex, national origin, or sexual orientation. 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.

Section 8. Individual Development Plans (IDPs) will be developed for all employees in career ladder positions. Other employees may develop an annual training plan or IDP with their supervisors as appropriate. 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. Disapproval of training contained in an approved IDP or other training requests must be discussed with the employee.

Section 9. 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.

Section 10. As a part of the annual survey, the Union, upon request, will be furnished with a record of Government-sponsored training received by the Facilities Planning and Management Office.

Section 11. 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 enhance their career mobility. Employees may also request a detail for cross-training purposes.

Section 12. Long-term training announcements will be provided to the Union President. 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 training opportunities available to bargaining unit employees.

ARTICLE 22. EMPLOYEE SUGGESTIONS

Section 1. The Parties agree to encourage employees to find better and more efficient methods of performance and to promote 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.

ARTICLE 23. ENERGY CONSERVATION

Section 1. 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 24. REDUCTION IN FORCE

Section 1. The Employer agrees to make a reasonable effort to avoid or minimize the impact of a reduction-in-force by adjusting the work force through reassignment of employees when possible and through the operation of a positive outplacement program in accordance with applicable regulations.

Section 2. 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-type 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.

Section 3. 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.

Section 4. At no time will the Employer use reduction-in-force as a disciplinary action.

Section 5. A reasonable offer, for the purposes of applying Section 5362(d) (3) of Title 5 U.S.C., 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 the 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 25. OCCUPATIONAL SAFETY AND HEALTH

Section 1. The Employer agrees to provide a safe and healthful 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.

Section 2. 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 which will be used. When an employee believes he/she is being required to work under conditions which 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.

Section 3. 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.

Section 4. The Union may designate a representative and an alternate to serve on CDC's Health and Safety Committee.

Section 5. The Employer will welcome at any time, from an individual employee or from the Union, suggestions which 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.

Section 6. 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.

Section 7. For safety reasons, where fewer than two employees work in an outlying installation

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.

Section 8. Employees will report on-the-job traumatic injuries and occupational disease or illness to their supervisors. Form CA-1 should be submitted to report a traumatic injury and Form CA-2 should be used if the injury is an occupational disease or illness. If the employee's injury prevents the submission of this report, the report will be submitted by the supervisor. Form CA-1 must be filed within two (2) days after the injury, and must be filed within thirty (30) days in order to obtain continuation of pay for a disabling traumatic injury. Form CA-2 should be filed within thirty (30) days. In any event, claim for compensation benefits (as distinguished from continuation of pay for a disabling traumatic injury) must be filed within three (3) years.

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

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 2-way 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.

Section 9. 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.

Section 10. The Employer agrees to provide medical surveillance to reduce insofar as possible the health risks of 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. Medical records maintained by the CDC Occupational Health Clinic will be considered confidential and maintained in accordance with the Privacy Act.

Section 11. Where a bargaining unit employee 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.

Section 12. The Employer will make every reasonable effort to assure that each building occupied by bargaining unit employees has an annual safety and health evaluation. The Union will be given the opportunity to designate a representative of the Union 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 of its representative or 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.

Section 13. 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.

Section 14. 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.

Section 15. 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.

Section 16. 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.

Section 17. 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.

Section 18.

a. Employees who perform continuous work with Video Display Terminals (VDTs) 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 VDT work, and breaks should be more frequent as visual, mental and muscular burdens increase.

b. At the request of employees, anti-glare screens will be provided for VDTs and employees will be instructed as to their use.

Section 19.

a. All employees, including those on temporary assignment will be given full and complete training necessary to ensure a safe and healthful work environment.

b. Based on mission requirements, the Employer will approve special health and safety training, on official time, with appropriate reimbursements, for the Union Health and Safety Officer and her/his alternate.

Section 20. 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.

Section 21. Hazardous Pay.

a. The Employer will pay hazardous duty where it is determined by the Office of Personnel Management (OPM) that such a hazard exists.

b. In the event the Parties jointly identify hazards not currently covered by OPM regulations, the Employer will submit appropriate documentation to OPM for possible inclusions as compensable under applicable regulations.

ARTICLE 26. DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Parties agree that discipline is the responsibility of management and that the primary purpose of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. Supervisors are obligated to act when the determination has been made that discipline is in order. A supervisor may discuss an employee's conduct or manner of performance with an employee at any time. The Employer will make reasonable efforts to assure that such discussions will be done in private.

The Parties further agree to the concept of progressive discipline, except in cases of egregious or notorious conduct, and that disciplinary/adverse actions shall be taken only for just cause.

Discipline will be administered in a fair and timely manner and penalties imposed will be appropriate for the nature of the offense.

Section 2. The Union shall be given the opportunity to be represented at any examination of an employee in the Unit by a representative of the agency in connection with an investigation if (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (2) the employee requests representation.

The Employer agrees that prior to the taking of a written or sworn statement from an employee on matters which may lead to disciplinary 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.

An employee and his/her representative, if any, will be afforded the right to review the material relied on for the proposed adverse/disciplinary action. Upon request, copies of documents will be provided to the employee or representative, unless otherwise precluded by law or regulation.

Materials sanitized to comply with the Privacy Act or other laws or regulations may be used to satisfy this disclosure/discovery requirement. Any material considered to be undisclosable/non-discoverable may not be used as material relied on to support an action.

Section 3. A “disciplinary action” for the purposes of this Article is defined as an official written reprimand, or a suspension of fourteen (14) calendar days or less. A suspension means the placing of an employee, for disciplinary reasons, in a temporary status without duties or pay. An employee against whom a disciplinary action has been taken may file a grievance in accordance with Article 27.

Actions that are not considered disciplinary in nature for the purposes of this Article include but are not limited to the following: oral/written admonishments, absence without leave (AWOL), documented counseling, and enforced leave of fourteen (14) days or less. However, oral admonishments may be used as a warning prior to a reprimand as appropriate.

Section 4. An “adverse action” for the purposes of this Article is defined as a conduct-based suspension of more than fourteen (14) calendar days, a reduction in grade or pay, or a removal.

An employee against whom an adverse action has been taken, may file a grievance in accordance with Article 27 or file an appeal with the Merit Systems Protection Board (MSPB), but not both.

Section 5. The Employer agrees that prior to the taking of a written or sworn statement from an employee on matters which may lead to disciplinary action against the employee, he/she must be advised at the time of his/her right to be represented by the Union or other representative.

ARTICLE 27. GRIEVANCE PROCEDURES

Section 1. A grievance means any complaint by an employee(s) or the Union concerning any matter relating to employment or any complaint by an employee, the Union, or Management concerning the interpretation or application of this Agreement and any supplements or any claimed violation, misinterpretation, or misapplication of law, rule, or regulation affecting conditions of employment.

Section 2. It is agreed that the application of the terms and conditions of this Agreement and rules, regulations, policies, and practices will be applied fairly and impartially to all employees within the bargaining unit.

Section 3. Complaints about the following matters are not considered grievances for the purpose of this Agreement and are specifically excluded from this grievance procedure:

- a. Claimed violations of Subchapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited personnel activities);
- b. Retirement, life insurance, or health insurance;
- c. Suspension or removal under Section 7532 of Title 5 U.S.C. (concerning national security);
- d. Any examination, certification, or appointment;
- e. Classification of any position which does not result in reduction in pay or grade of an employee;
- f. Separations of Probationary, Temporary, and Excepted Service employees; and

Section 4. An aggrieved employee affected by a prohibited personnel practice under section 2302(b)(1) of this title which also falls under the coverage of the negotiated grievance procedure may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised his option under this subsection to raise the matter under either a statutory procedure or the negotiated procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the parties' negotiated procedure, whichever event occurs first. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to section 7702 of this title in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Section 5. 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. If initiated by employee or employees, the Union will be given notice and the opportunity to be present.

Section 6.

Step 1. A grievance shall be submitted in writing on the approved Grievance Form (Appendix C) by the aggrieved or his/her Union representative to the immediate supervisor, or the management official who has the authority to render a decision on the grievance, within twenty (20) workdays of the incident, or from the date the grievant becomes aware of the incident. If presented to the wrong management official in error, the agency herein agrees to forward the same to the appropriate official with notice to the grievant and the Union. 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 Agreement provisions which are at issue or alleged to have been violated, and the relief requested. The employee may represent himself/herself or may be represented by a Union official at any point in the grievance procedure with the exception of arbitration where only the Union may serve as a representative. If the employee seeks to represent himself, the Union will be given notice and the opportunity to be present during all discussions and meetings with the employee. Upon the employee's request, a meeting will be held with the appropriate supervisor or management official to discuss and/or resolve the grievance. The supervisor/management official shall give his/her decision in writing within ten (10) workdays of the initial submission or grievance meeting. The decision will include the name of the management official to receive the Step 2 grievance. When an employee represents him/herself, a copy of management's decision and or agreement will be provided to the Union. Any settlement between management and an unrepresented employee will not be considered precedent unless so noted by the Union in writing.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance will be presented in writing by the grievant(s) or his/her Union representative to the management official designated to receive the Step 2 grievance within ten (10) workdays after receipt of the first step decision. The second step submission will include copies of the Step 1 submission and decision. Issues not addressed in Step 1 will not be considered at subsequent steps including rebuttals by any of the parties. At the grievant's option, a meeting will be held with the responding official, the employee, and his/her Union representative to resolve the grievance. The management official receiving the Step 2 grievance shall give a written decision within ten (10) workdays after receipt of the grievance or from the date of the grievance meeting, and furnish copies 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 settlement has not been reached at Step 2, the grievance will be presented in writing by the aggrieved employee(s) or his/her Union representative, to the CDC Director or his/her designee. The grievance must be presented within ten (10) workdays after receipt of the Step 2 decision. Upon mutual agreement, a meeting will be held with the responding official, the employee, and his/her Union representative to discuss the grievance. A meeting can occur at this Step only if a meeting has occurred at either Step 1 and/or 2. The CDC Director/designee shall give a written decision within ten (10) workdays after receipt of the grievance or from the date of the grievance meeting, and furnish copies to all parties involved. This decision is final except that it may be subject to arbitration if invoked as outlined in Article 28.

Section 7. Any time limits stipulated in the above procedures may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Upon mutual agreement, any steps of this grievance procedure may be varied.

Failure of the Employer to observe the time limits shall entitle the employee to advance the grievance to the next step.

Section 8. If the basis of the Union's grievance is an action or decision of a management official above the level of first-line supervisor, the grievance shall be presented initially at the level of

supervision at which the action was taken, or the decision was rendered which gave rise to the grievance. The remaining steps of the grievance procedure shall be followed. The Union's other grievances shall be processed in the same manner as that prescribed in this section for employees' grievances.

Section 9. An aggrieved employee affected by a removal or reduction-in-grade based on unacceptable performance as outlined in Section 4303 or adverse action as outlined in Section 7512 may at his/her option raise the matter under the appellate procedures outlined in Title 5, U.S.C., or under these grievance procedures, but not both.

For the purpose of this section and pursuant to Section 7121 (e) (1) of Title 5, U.S.C., an employee shall be deemed to have exercised his/her option under this section or the appellate procedures at such time as the employee timely files a notice of appeal under the appellate procedures or timely files a grievance in writing in accordance with these grievance procedures, whichever event occurs first.

Section 10. If the basis for an employee's grievance is an official reprimand or action under Sections 4303 or 7512 of Title 5, U. S.C., the grievance will be filed with the official having issued the decision. The Union will not file grievances on these matters.

Any grievance which involves an adverse action or a removal or reduction-in-grade based on unacceptable performance under section 4303 or 7512 shall be submitted in writing within thirty (30) calendar days of the effective date of the action. The grievance could then be referred to arbitration as outlined in Section 1, Article 28. A decision to take action under the procedures of Section 4303 or 7512 will not be stayed pending the arbitration of the grievance.

Section 11. Prior to filing a grievance, 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 through the Labor Relations Office to the Union of a potential grievance shall be made within twenty (20) working days of the incident or knowledge of the incident. Upon the request of the Union, the parties will meet to discuss 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 twenty (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 ten (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 settle the grievance, the Employer may invoke arbitration pursuant to Article 28.

ARTICLE 28. ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed in accordance with the procedures outlined in Article 27 then such grievance shall, upon written request by either party, be referred to arbitration. Such written request must be submitted not later than thirty (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 the Union President for the Union.

Section 2. The Parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. Within ten (10) calendar days 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 jointly requested from FMCS and names struck as above.

Section 3. 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.

Section 4. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. The Parties may, by mutual agreement, agree to stipulate the facts and the issues in a particular case directly to an arbitrator for decision without a formal hearing.

Section 6. The arbitrator shall not have the authority to change, alter, amend, modify, add to, or delete from this Agreement; such right is the sole prerogative of the Parties to this Agreement.

Section 7. The arbitrator will be requested to render his/her decision to the parties as quickly as possible but in no event later than thirty (30) days after the conclusion of the hearing. Any questions concerning the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement.

Section 8. If the Parties mutually agree that a verbatim transcript is required, the cost will be shared equally. The arbitrator and each of the parties will be provided with a copy. If either party unilaterally requests that a verbatim transcript be made, that party will bear the total cost. The other party may subsequently acquire a copy from the custodial party by paying a proportionate share of the cost. Verbatim transcripts must be prepared by a qualified court reporter.

Section 9. Disputes between the Parties about the arbitrability of any issue will be settled by arbitration in accordance with the provisions of this Article. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the selection of the arbitrator. The arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing except that either party may request that the arbitrator first decide on arbitrability if it can reasonably be expected that the combined hearing would last more than two (2) days.

Section 10. 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. Cost 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 the normal business hours, Monday through Friday, except by mutual consent of the parties. Overtime will not be authorized for attendance at arbitration hearings.

Section 11. It is recognized that either party to this Agreement may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. For the purpose of this Article, the date of the arbitrator's decision shall be the date of receipt of the decision by the Parties by registered mail, return receipt.

Section 12. The Arbitrator has authority to award reasonable attorney fees in accordance with the provisions of Title 5, U.S.C.

ARTICLE 29. CONTRACTING OUT

Section 1. For purposes of this Agreement, the term "contracting out" means the transfer of performance of a bargaining unit position from a federal employee to private industry. The process and procedures governing the decision to contract out are contained in OMB Circular A-76. Section 2. Specifically excluded from the provisions of this Article are all research and development contracts and all professional and consultant services contracts unless bargaining unit employees are to be adversely affected.

ARTICLE 30. USE OF FACILITIES

Section 1. The Employer agrees that facilities shall be made available for meetings of Local 303 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 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 concerning facilities made available.

Section 2. A steward is entitled to reasonable privacy when conducting an authorized discussion of a grievance with an employee in the unit of recognition. The Employer agrees to allow the Union access to space suitable for confidential discussions, when available, in connection with its representational duties concerning individual employee matters. The Employer recognizes and agrees that employees are entitled to privacy when discussing their grievances and complaints with any Union official. The Union agrees to limit requests for such space to instances where the nature of the situation warrants privacy.

Section 3. 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 assure that telephone messages it receives for Union officials are forwarded, or relayed on a timely basis and kept confidential. The Employer will provide a telephone in the Union office for the conduct of official labor-management business, at no charge to the Union.

Section 5. The Union will be provided space on existing bulletin boards in designated locations within the bargaining unit for the display of appropriate Union literature, correspondence, and notices. In locations where no boards presently exist, board (s) or space will be established for use by the Union. Space designated for Union use on bulletin boards will have a notice stating "for Union use only." Union stewards 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 such literature will not contain items relating to partisan political matters (see Hatch Act); be derogatory or abusive in nature; or reflect on the integrity or motives of any individuals, other labor organization, Government agencies, or activities of the Federal Government.

Section 6. The Employer will provide a reasonable amount of space to conduct ballot box elections, when needed.

Section 7. During non-duty hours, the Employer agrees to allow individuals designated by the Union, to utilize, on site, equipment assigned to the Union, to conduct official Union business.

Section 8. 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.

Section 9. The Employer will provide at least (1) one standard-sized office (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 ergonomics work station, work tables, and chairs. The personal computer equipment will meet the following minimum specifications: 128 Mb ROM or higher, 40 GB or higher hard drive, CD drive (RW), inkjet or laser printer 8ppm or higher.

Section 10. Any representative appointed by the Union (including but not limited to NAPFE National/District or other), will be allowed access to the Employer's premises in accordance with applicable safety and security practices.

Section 11. The Employer agrees that the Union may make use of the official interoffice mail 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.

Section 12. The Employer will permit the Union to distribute Union literature in work areas during the non-work time of the employee distributing the literature and the non-work time of employees receiving the literature.

Section 13. Parking

- a. 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 the present parking practice.
- b. 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.
- c. The Employer agrees to provide the Union President with a parking space.

ARTICLE 31. TOBACCO FREE WORKPLACE POLICY

Section 1. There shall be no smoking or tobacco product use in any area controlled by CDC. Smoking and tobacco use shall also be prohibited in Government vehicles.

Section 2. The Employer shall sponsor free tobacco cessation programs during working hours. Employees shall be allowed to attend such programs during duty time.

Section 3. The sale of tobacco products shall be prohibited on CDC-controlled premises.

ARTICLE 32. GENERAL PROVISIONS

Section 1. The Employer will prepare and produce this Agreement in a standard 8 ½" x 11" format.

Section 2. The Union shall receive 200 copies of the Agreement.

Section 3. The Employer provide access to the approved Union Contract at the following websites: http://intranet.cdc.gov/maso/Directories/unions/tab_of_c.htm

ARTICLE 33. HAZARDOUS WEATHER OR OTHER EMERGENCIES

Section 1. The Parties agree that those employees who are designated emergency personnel must make a bonafide effort to report for duty, even if the CDC is closed because of hazardous weather, or for other reasons. Employees designated as emergency personnel will be notified in writing on at least an annual basis, but not later than October 31. These employees will 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 those employees are notified.

Section 2. 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.

Section 3. Subject to receiving an acceptable explanation from the employee(s) 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.

Section 4. An on-duty employee who occupies a designated emergency position which requires him/her to perform shift work will, in the event of hazardous weather or other compelling circumstance which 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 his/her replacement.

Section 5. The Parties agree that the provisions of the current CDC general memorandum concerning "Closing of CDC During Hazardous Weather or Other Emergencies" will govern non-emergency personnel.

ARTICLE 34. DUES DEDUCTIONS

Section 1. The Parties agree that the provisions of this Article are subject to and will be governed by Chapter 71, Title 5 U.S.C., applicable Federal rules and regulations issued by the OPM and the Department, and may be modified by any future amendments thereto.

Section 2. It is further agreed that to be eligible to make a voluntary allotment for the payment of his/her union dues, the employee must:

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

Section 3. The dues for which allotments may be made are the regular periodic amounts required to maintain the employee as a member in good standing of the Union. Dues will be withheld on a bi-weekly basis conforming to the regular pay period. Changes in the dues structure and amount shall be limited to no more than twice per year.

Section 4. Employees will authorize voluntary allotments for payment of dues by initiating SF-1187. 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 AHRC, of the allotment form SF-1187. The employee's Social Security Number will be inserted in the Identification Number block. The Union will record the Dues Withholding Account Number in the block along with the name of the Union.

Section 5. An employee may revoke their dues deduction on the anniversary date of their initial 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, in duplicate, should be submitted to the Labor Relations Officer. AHRC will forward a copy to the Union Treasurer.

Section 6. Allotments will be terminated:

- a. When an employee ceases to be a member in good standing of the Union;
- b. If the Union loses exclusive recognition for the bargaining unit or if this Agreement is terminated; and
- c. If the employee is separated from CDC or is reassigned, promoted, or transferred from the bargaining unit to a part of the Agency where the Union does not have exclusive recognition.

Section 7. 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.

Section 8. 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 35. WAIVER OF OVERPAYMENT

Section 1. 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 550-9 and 8550-8 are met.

- a. 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.

b. 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.

c. Employees are responsible for reviewing their bi-weekly Earning and Leave statements and notifying AHRC Customer Service Center at HRCS@cdc.gov of any unexplained changes in their pay.

Section 2. Any bargaining unit employee 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 Atlanta Human Resources Center within three (3) years from the date on which the overpayment was discovered. Waivers will not be considered for \$25.00 or less.

Section 3. Collection will begin thirty (30) days after the employee is notified of the amount of overpayment.

Section 4. Any repayment will be in accordance with HHS 550-9.

Section 5. 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 36. EMPLOYEE ORIENTATION

Section 1. The Employer agrees to continue providing orientation to new employees. Orientation will be conducted within a reasonable period of time following a new employee's entry on duty.

Section 2. The Employer will include a copy of this Agreement at website www.cdc.gov/maso/Directories/unions/tab_of_c.htm.

Section 3. Simultaneously with presenting a bargaining unit employee with an EOD package during in-processing, the Employer will provide the employee with a package of material provided by the Union. The package may contain:

a. An introductory letter from the Union.

- b. The NAPFE Insurance Plan Brochure.
- c. An SF-1187, Dues Withholding Form.
- d. A list of officers and stewards.
- e. Any informational brochures clearly identified as being prepared by the Union.

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

Section 4. Whenever a group orientation is conducted by the Employer for employees, the Union will be notified and a representative will be authorized to be present, on official time. The Union will be afforded the opportunity to make a presentation to bargaining unit employees during the orientation for up to thirty (30) minutes. If no group orientation is conducted, the Union will be allowed to meet with the new employees who are members of the bargaining unit for no more than thirty (30) minutes during duty hours. 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 37. RETIREMENT

Section 1. 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.

ARTICLE 38. PROBATIONARY EMPLOYEE RIGHTS

Section 1. The Employer recognizes that new employees with the Federal Government may require counseling and assistance during their probationary period. The Employer will make sure 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.

Section 2. Probationary employees may choose voluntary resignation in lieu of termination at any time prior to the date of their proposed termination.

Section 3. The Employer agrees to inform any probationary employee who is terminated of his/her appeal rights.

ARTICLE 39. DRUG TESTING

Section 1. The Employer agrees that the establishment and administration of its drug abuse testing program will be done 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 of CDC; such as the U.S. Office of Personnel

Management, the Department of Health and Human Services, and other Government-wide regulations.

Section 2. The Parties agree that the testing referred to by the term "drug testing" usually means "urinalysis".

Section 3. In accordance with law and regulation, employees will be subject to drug testing when:

- a. There is reasonable suspicion to believe that the employee is under the influence of an illegal drug or drugs; or,
- b. There is an authorized investigation of a serious accident or unsafe practice that can reasonably be attributed to the employee; or,
- c. Employees who have been designated in "testing designated positions" (TDPs), such as motor vehicle operators, employees who are required to carry firearms, employees whose position requires top secret clearance, consistent with HHS regulation; or,
- d. When an employee is part of a follow-up to counseling or rehabilitation program.

Section 4. Frequency of Testing.

- a. Random testing will be done in compliance with appropriate laws and regulations once management has identified a position as a TDP. Employees in TDP positions will be scheduled on an irregular basis for testing.
- b. Employees subject to drug testing will be subject to testing as required by regulation. If an employee gives indication of illicit drug use, or if there are fellow employee reports that the employee is a user, or if there is off-duty misconduct that is connected with illegal drugs, there shall be more frequent testing of the employee.

Section 5. Employees in TDPs shall be notified in advance if they are to be subject to drug testing.

Section 6. The parties agree that methods and equipment used to test for abuse of drugs yield the best results when reliable methods and equipment are used.

Section 7. The Employer agrees to follow procedures, subject to law and regulations, to assure reliable testing and that legitimate concerns of employees are recognized:

- a. Management will direct employees in TDPs to report to a designated location to be tested.
- b. Tests will be given in a sanitary, secluded area, which also provides reasonable privacy.
- c. All samples will be subject to chain of custody.
- d. Within the requirements of law and regulations, employees are entitled to

- confidentiality in matters affecting drug testing. Information will be released to officials or employees with a need to know, according to Agency regulations.
- e. Management will coordinate necessary travel arrangements for the employee to report to the testing station.
 - f. If an employee is unable to provide a sufficient quantity of urine, he/she will be given a reasonable time to provide a specimen. If he/she cannot provide a specimen after a reasonable time, he/she will be re-scheduled.
 - g. Employees will be required to present photo identification to the collector.

Section 8. Counseling and Rehabilitation:

- a. Employees whose tests have been confirmed positive will be referred to an EAP counselor for counseling and rehabilitation. Employees will be informed of the consequences should they refuse counseling or rehabilitation.
- b. Normally, employees will be returned to duty after successful completion of rehabilitation. The Employer will consider placing the employee in the same or similar position occupied before the problem occurred unless sound reasons exist for making other assignments.

Section 9. 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.

Section 10. If a report is positive 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.

Section 11. Collectors and laboratories used by CDC in the drug testing program shall meet standards set forth in HHS guidelines.

ARTICLE 40. DURATION AND CHANGES

Section 1. This Agreement shall remain in full force and effect for a period of four (4) years from the date of approval, and shall be automatically renewed for successive two (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 sixty (60) nor more than one hundred and five (105) calendar days prior to its expiration date, or (2) at any time it is determined that NAPFE Local 303 is no longer is entitled to exclusive recognition for the Unit covered hereunder. Unless by mutual consent otherwise, negotiations shall begin no later than thirty (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 will be extended until the renegotiations have been completed.

Section 2. In the event it is found that sections of this Agreement are defective or un-workable, this Agreement may be opened for amendment provided that any request for amendment for these reasons is submitted in writing and is accompanied by a summary of the basis for the request; and provided further that both Parties consent to the opening of the Agreement for the purpose requested. A written notice of desire to alter and amend by renegotiation shall not have the effect of terminating this Agreement.

Section 3. Amendments to this Agreement may be required because of changes in applicable laws, rules, regulations, Government-wide or compelling need policies which are binding upon the Employer. Where such changes contain provisions which prohibit a practice contained in this Agreement, 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.

Administrative Leave - See “Excused Absence.”

Annual Rating - See “Rating of Record”

Appraising Official - Is 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 - 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 the “Included” paragraph of Article 1, Section 2, are in the unit.

Change of Work Station (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.

Critical Element - A component of a position 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.

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.

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, but are not terms officially recognized in legislation or executive regulation.

Excused Leave - See “Excused Absence.”

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 Family Friendly Leave policies (excluding FMLA),

means the following relatives of the employee: (a) spouse; (b) children, including adopted children; and (c) parents.

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 bargaining unit employees 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 criteria to consider are: a) attendance by other management representatives; b) location of the meeting; c) duration of the meeting; d) mandatory attendance; e) set agenda; and f) manner in which the meeting was conducted.

Leave Without Pay (LWOP) - Approved absence without pay, initiated by employee.

Non-duty Hours - Any hours outside an employee's basic workday or workweek which are not compensated, e.g., 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.

Official Time - Is 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.

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 re-described due to the introduction of a new or revised classification or job grading standard; (3) assignment to a position that has been re-described 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.

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.

**CENTERS FOR DISEASE CONTROL AND PREVENTION
OFFICIAL TIME DOCUMENTATION FORM**

I request clearance to leave my worksite for the following purpose (check one):

Category 1. NEGOTIATIONS

- A. Contract Renegotiation or Reopener Negotiations
- B. Mid-term Negotiations/Impact and Implementation

Category 2. ONGOING RELATIONSHIP

- A. FLRA Proceeding including ULPs
- B. Health and Safety Matters
- C. All Other (Specify)

Category 3. COMPLAINTS, GRIEVANCES AND APPEALS

- A. Discrimination Complaints (including precomplaint stage)
- B. Grievances under Negotiated Procedure
- C. Grievances under Agency Procedure
- D. Appeals to Merit Systems Protection Board
- D. Disciplinary and Adverse Actions
- E. Arbitrations

Union Representative's Name: _____
 Organization: _____
 Estimated Time Needed: _____ Date submitted _____
 Time requested will be used on: _____ at _____
 (Date) (Time)

TO BE COMPLETED BY REPRESENTATIVE'S SUPERVISOR

Request granted/not granted (circle one) Supervisor's signature/date _____
 Clearance shall be granted for official time unless the supervisor determines that compelling work-related circumstances prevail to preclude the union representative from leaving or entering the work area (Article 5, Section 4). If clearance cannot be granted, state the reasons and approximate date and time it can be approved:

Supervisor, return completed form to union representative immediately after signature.

TO BE COMPLETED BY UNION REPRESENTATIVE

Time left worksite: _____ Time returned to worksite: _____
 Location of meeting: _____
 Union representative's signature: _____

Supervisor, please provide a copy of the completed form to the union representative and mail the original form to the address on the reverse side.

**Atlanta Human Resources Center
Work Force Relations Division
Labor Relations Office
Mailstop K-17**

ALTERNATIVE WORK SCHEDULES

- Sections**
- I. Purpose**
 - II. Introduction**
 - III. Reference**
 - IV. Requirements**
 - V. Alternative Work Schedule Options**

I. PURPOSE

This chapter reflects revision of the established policies and procedures for the CDC* Alternative Work Schedules (AWS) program affected in cooperation with the Executive Partnership Council (EPC).

II. INTRODUCTION

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

Supervisors are encouraged to provide maximum flexibility for their employees. However, because of specific job requirements in the Centers, Institute, or Offices (CIOs) of CDC, the same degree of personal choice may not be possible for all employees. Supervisors have the authority and responsibility to require work hour adjustments to meet special work situations and the responsibility to account for the overall performance of the organization.

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

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

III. REFERENCES

- A. 5 U.S.C. Chapter 61, Subchapter II: Flexible and Compressed Work Schedules
- B. 5 C.F.R. Part 610, Subpart D: Flexible and Compressed Work Schedules
- C. HHS Instruction 610-4: Flexitime and Alternative Work Schedules

*References to CDC also apply to ATSDR.

IV. REQUIREMENTS

- A. Participation: The AWS program applies to all CDC employees including Commissioned Corps and Federal Wage System employees. An employee may request participation in the AWS program approved for implementation in his or her organization or continue to work the CDC official tour of duty which is 8:00 a.m. to 4:30 p.m., Monday through Friday. Each employee must document arrival and departure times each day on the appropriate Work Schedule Certification Log (see Section IV.D.6.).
- B. Types of AWS Authorized: The term “alternative work schedules” encompasses two work-schedule variations--the flexible schedule and the compressed schedule.
1. A **flexible** schedule can split the workday into two distinct kinds of time--core hours and flexible hours or bands. Under most flexible schedule arrangements, all employees must be at work during core hours, but they may establish their arrival and departure times during the flexible bands.
 2. **Compressed** schedules are fixed schedules in which employees can complete the 40-hour workweek in fewer than 5 days or the 80-hour biweekly pay period in fewer than 10 days.
- C. Responsibility
1. Supervisor
 - a. Supervisors should approve or disapprove a flexible or compressed work schedule within an organizational component only after a consultation with the immediate work group. A proposed schedule should be disapproved only if it would have an adverse impact on the mission (e.g., a reduction in productivity, a diminution in the level of service to our customers, or a documentable increase in the cost of operations).
 - b. Supervisors are expected to plan and organize assignments to provide work and measurement of accomplishment during the employee’s hours. Although AWS provides greater freedom for all employees to choose their working hours, it must be remembered that field offices, State agencies, other Federal agencies, etc., may be on different schedules. For this reason, it is imperative that adequate coverage be provided during official operational hours. This will be the responsibility of the supervisor to manage within his/her staff. In addition, there will be no routine overtime or compensatory time granted in order to provide adequate supervision or telephone coverage; needs should be anticipated and schedules made accordingly. Supervisors must assume responsibility for proper record maintenance, certification, and reporting of information to timekeepers. Supervisors should also ensure that each employee knows who to contact in the event of an emergency.
 2. Employee: AWS gives each employee a measure of personal control over the work environment which previously had not been possible. This new freedom is accompanied by an equal degree of responsibility. Each employee is expected to be present during the core period on scheduled workdays and to fulfill the commitment to account for a full 80-hour biweekly period for full-time employees or a prearranged schedule for part-time employees. Each employee is expected to cooperate with coworkers and supervisors to ensure effective use of AWS. While supervisors are expected to make every effort to schedule meetings and other special activities during core times, there may be times when a supervisor will ask an employee to arrange his/her schedule to meet program needs. When possible, the employee will be given advance notice of the special need.

D. Program Criteria

1. Operational Hours: The CDC official operational hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, except at the National Center for Health Statistics (NCHS) where the operational hours are 8:30 a.m. to 5:00 p.m. Supervisors must ensure that organizational components are sufficiently staffed to function adequately during these hours.
2. Basic Work Requirement
 - a. Flexible Schedules: The basic work requirement for a full-time employee will consist of 8 hours in a day, 40 hours in a week, and 80 hours in a biweekly period. For part-time employees, the number of hours to be worked in a given period will be determined by the employee and supervisor.
 - b. Compressed Schedules: A full-time employee must work 80 hours in a biweekly period but may be scheduled to work fewer than 10 workdays. A part-time employee may be scheduled to work fewer than 80 hours in a biweekly period in fewer than 10 workdays.
 - c. In (a) and (b) above, the biweekly period must coincide with the civil service pay period.
3. Overtime, Holiday, and Compensatory Time: Overtime, holiday, and compensatory time provisions have not changed. For example, overtime must be requested and authorized by supervisors in advance; if an employee is in any way required by management to work hours which are in excess of the basic work requirement, such hours are not credit hours. These hours must be paid compensated as either compensatory time or overtime in accordance with the premium pay provisions of Title 5 and Title 38 of the United States Code and the overtime provisions of the Fair Labor Standards Act.
4. Lunch Periods: The official lunch period is 30 minutes and should begin no earlier than 11:00 a.m. and conclude no later than 1:30 p.m. Employees cannot save lunch time in order to leave early.
5. Work Schedule Designations: All work schedules must be approved/disapproved by the immediate supervisor and reviewed by the next or higher level supervisor as determined to be appropriate by the CIO Director or his/her designee. Employee requests for AWS will be submitted no later than two full pay periods prior to the proposed effective date. The effective date must coincide with a scheduled pay period. All schedule preferences must be recorded on Form CDC 0.841A, Work Schedule Designation. The completed form must be retained by the immediate supervisor for 1 year from the date the schedule is terminated or the request is disapproved.
6. Time Accounting: Whether participating in the AWS program or not, each CDC employee will document arrival and departure times each day using the Work Schedule Certification Log, Form CDC 0.881D, Work Schedule Certification Log (for Civil Service employees) and CDC 0.881B, Work Schedule Certification Log (for Commissioned Corps officers). The arrival time will be the time reporting to the office for work, not the time arriving in the office if the employee immediately leaves for a break or a meal. An employee will document time away from the office for lunch only if the half-hour lunch period is exceeded. The immediate supervisor (or designated representative) may sign in/out an employee provided the supervisor (or designee) initials and dates the record to reflect the action. Falsification of time records by an employee

may result in disciplinary action, including removal.

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

V. ALTERNATIVE WORK SCHEDULE OPTIONS

A. Authorized flexible schedules

1. Flexitour: This schedule allows an employee to select arrival and departure times within a flexible time band; however, once selected, the hours become the employee's regular work schedule. The basic work requirement is the traditional 8 hours a day, 40 hours a week, and 80 hours in a biweekly pay period.
2. Flexitime: This schedule allows employees to vary their daily arrival and departure times within the established flexible band. The basic work requirement is the same as under Flexitour.

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

- Core Hours are those hours when all full-time employees on flexible schedules must be on duty during their scheduled workdays or in an appropriate leave status (including credit hour time off). The CDC core hours are 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:30 p.m., Monday through Friday, except at NCHS where the core hours are 9:30 a.m. to 11:30 a.m. and 1:00 p.m. to 3:30 p.m., Monday through Friday. Meetings are to be scheduled during core hours unless it is not feasible to do so. Also, with prior approval, lunch breaks may be used during core hours. Part-time employees continue to work originally appointed hours unless the employee and supervisor agree on changes.
- Flexible hours are those hours of the workday within which the employee has the option to select and/or vary the arrival and departure times. The CDC flexible hours are 6:00 a.m. to 9:00 a.m. (morning flex band), 11:00 a.m. to 1:00 p.m. (midday flex band), and 3:30 p.m. to 7:00 p.m. (evening flex band), Monday through Friday. For employees on a flexitime schedule, the midday flex band allows employees to extend their lunch periods up to an additional 1½ hours and add the extra time at the end of the day. For example, an employee can begin work at 6:00 a.m., take an 1½ hour lunch (or personal) break and end work at 3:30 p.m. Employees working a flexitour or compressed schedule do not have this discretion since these are fixed schedules.

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

B. Authorized compressed schedules

1. 4-Day Workweek: This "4/10" schedule allows employees to work 10 hours a day, 40 hours a week, with 1 nonworkday each week of the pay period. Employees preselect fixed arrival and departure times and two fixed nonworkdays. Starting times may be scheduled between 6:00 a.m. and 8:30 a.m.
2. "5-4/9" Plan: This schedule allows employees to complete the pay period in eight 9-hour days and one 8-hour day with 1 nonworkday each pay period. Employees preselect fixed arrival and departure times and a fixed nonworkday. Starting times may be scheduled between 6:00 a.m. and 9:00 a.m.

C. Restrictions

1. Employees must work or account for their basic work hour requirement by sick or annual leave, compensatory time off, leave without pay, credit hours, or excused absence.
2. Employees wishing to terminate their flexible or compressed schedule may do so at the end of the current pay period. The schedule to which the employee will return will be approved by the supervisor.
3. Employee requests to change to a different work schedule will be considered each calendar quarter. Such requests must be submitted at least two full pay periods before the start of the quarter and, if approved, will be effective at the beginning of the first pay period after January 1, April 1, July 1, or October 1 of each year.
4. Debit hours (i.e., taking time off from the basic work requirement in advance of accruing the requisite number of credit hours) are not permissible.
5. If a supervisor determines that the work schedules within an organization are adversely affecting the ability of a group or unit within the organization to accomplish the work efficiently and/or provide service to the public and/or the schedule increases significantly the cost of the operations, the supervisor may adjust employees' choices of arrival and departure times, adjust the use of credit hours, or explore other options, including discussions with the work group, prior to terminating an individual from participating in AWS.

GRIEVANCE FORM
 NAPFE Local 303/CDC

Name of Employee:	Job Title, Series & Grade:	Organization (Include CIO/Division/Branch/Section as appropriate):
Date of Incident:	Date Submitted:	Name of Supervisor or Management Official with whom grievance is being filed (Step 1 Official):
What Sections of the Contract, Agency regulations, OPM rules and regulations, and/or laws apply:		
<p>Statement of Facts of Grievance</p> <p>Name and title of individual, if any, against whom the grievance is being filed:</p> <p>Place of occurrence:</p> <p>Specific incident or description of action being grieved:</p>		
Relief Requested:		
Signature of Grievant:		
Signature or Name of Union Representative (if any):		

IF ADDITIONAL SPACE IS NEEDED, ATTACH A DETAILED STATEMENT OF OTHER RELEVANT INFORMATION