

**General Agreement
Between the
National Institute for Occupational Safety and Health
and the
American Federation of Government Employees
Local 3840**

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service
Centers for Disease Control and Prevention
National Institute for Occupational Safety and Health

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PREAMBLE

The Employer and the Union agree that the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the National Institute for Occupational Safety and Health (NIOSH), Cincinnati Operations.

ARTICLE 1

PARTIES TO THE AGREEMENT AND DEFINITION OF THE BARGAINING UNIT

Section 1. Parties to the Agreement

This Agreement is made and entered into, by, and between the Cincinnati Ohio, Operations of the Centers for Disease Control and Prevention (CDC), National Institute for Occupational Safety and Health (NIOSH), hereinafter referred to as the "Employer" and the American Federation of Government Employees (AFGE), Local 3840, AFL-CIO, hereinafter referred to as the "Union" and collectively known as the "Parties." Within this Agreement, Employee and Employees refer to Employee and Employees within the Bargaining Unit.

Section 2. Definition of the Bargaining Unit

This Agreement covers one recognized Bargaining Unit identified as follows:

Included - All professional and non-professional Employees of General Schedule and Wage Grade and Title 42 Fellows of the Department of Health and Human Services, Public Health Service, Centers for Disease Control and Prevention, located at the National Institute for Occupational Safety and Health, Cincinnati Operations, Cincinnati, Ohio.

Excluded - Management Officials; Supervisors; Commissioned Officers; Temporary Employees; and Employees described in 5 U.S.C. 7112(b), (2), (3), (4), (6) and (7).

Section 3. Dual Personnel System

The Employer and the Union recognize that there presently exists dual personnel systems (General Schedule and Public Health Service Commissioned Officers) and that these two systems are wholly separate and not equivalent.

ARTICLE 2

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. Definition of Appropriate Matters

Matters appropriate for consultation and negotiation are conditions of employment 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. Procedures for Consultation and Negotiation

In case of such personnel policies, practices, and matters affecting general working conditions directly under the control of Cincinnati Operations, the Employer will notify the Union as far in advance as possible, but in no case less than five (5) working days from date of receipt or formulation in Cincinnati, except in emergencies, that such change, deletion, or addition is planned and shall provide a copy of all known details of the contemplated action. The Union will be given ten (10) workdays to review and respond to the proposal. The Employer will review the Union proposal and within 5 workdays meet with the Union to negotiate the implementation of the planned action, if the Union requests negotiation.

ARTICLE 3

LABOR-MANAGEMENT COOPERATION

Section 1. Procedures for Labor-Management Cooperation

The Employer and the Union shall meet on a periodic basis, and may meet more often when there is a need to do so by mutual agreement of the Parties. The purpose of these meetings will be to discuss problems concerning personnel policies, practices, position security and other matters affecting general working conditions of Employees in the Bargaining Unit. A brief record of topics discussed and any agreements reached will be kept and the Employer and the Union will be given a copy of same. If the nature of a meeting warrants prior preparation, agenda items will be submitted by both Parties 3 working days in advance of the meeting. However, it is expressly agreed that individual grievances will not be addressed during such meetings.

Section 2. Participants of Labor-Management Cooperation

Union and Employer representatives attending these meetings will be kept to a minimum number, typically two (2) each, consistent with the subjects to be discussed. These meetings will be held on official time without charge to leave.

Section 3. Division and Office Directors and Union Stewards

Division/Office Directors or their designees will meet with their respective Steward (or alternate) on a periodic basis. Division/Office Directors are strongly encouraged to include the Steward (or alternate) at regular, informational Division staff meetings.

Section 4. Good Faith and Unfair Labor Practices

The Union and the Employer agree that good faith discussions are desirable before filing an Unfair Labor Practice (ULP). However, these discussions do not restrict either party from filing a ULP at any time.

ARTICLE 4

RIGHTS OF EMPLOYEES

Section 1. Statement of Intent

It is the intent of the Parties to the Agreement that all Employees will be treated with fairness and dignity. They will have the protection of all of the rights to which they are entitled by the Constitution of the United States and applicable laws, Executive Orders, rules, regulations and policies. The Employer and the Union agree that Employees of the Bargaining Unit will 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 will be protected in the exercise of this right. Except as otherwise expressly provided in Public Law 95-454 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 will take such action as may be required to assure that Employees in the Unit are appraised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a labor organization. The Atlanta Human Resources Center is responsible for annually notifying Employees in the Bargaining Unit of the rights described in this Article.

Section 2. Conflicts of Interest

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. Employee Representation During the Grievance and Arbitration Process

The Union's status as exclusive representative of all Employees in the Bargaining Unit shall not preclude any Employee of a Bargaining Unit, regardless of whether he/she is a Union member, from bringing matters of personal concern to the attention of the appropriate Cincinnati Operations Management officials or from choosing his/her own representative in a grievance or appellate action except when presenting a grievance under the negotiated grievance procedures set forth in this Agreement. Arbitration may be invoked only by the Employer or the Union.

Section 4. Employee Representation Outside of the Grievance Process

An Employee has a right to the assistance or representation by the Union upon the request of the Employee, prior to and during discussions with Management concerning a complaint before it becomes a grievance or complaints about personnel policies and practices, or other matters affecting general working conditions of Employees in the Bargaining Unit. This does not include discussions relating to day-to-day operations.

Section 5. Employee Representation During the Performance Review Process

An Employee has a right to the assistance or representation by the Union upon the request of the Employee, at any performance review when the Employee is given a less than successful performance rating.

Section 6. Private Lives vs. Official Duties

- A. 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 or the performance of another Employee. The Employer recognizes that results of a civil case concerning an Employee are private matters.
- B. The Employer recognizes that an Employee's non-work related financial obligations or non-work related obligations alleged by any creditor are private matters. In the event of a dispute between an Employee and any individual or organization with respect to an alleged non-work related debt/financial obligation, the Employer will take no action against said Employee unless the debt is imposed by law such as for Federal, State, or local taxes, or action is directed by the court. Nothing in this Article shall prohibit any Employee from requesting information or financial counseling services. Nothing in this section shall prohibit the Employer from counseling an Employee regarding debts.
- C. The Employer further agrees not to solicit an avowal or denial of any alleged debt from any Employee.

Section 7. Prohibition of Work of Personal Service Nature

No Employee can be required to do work of a personal service nature - such as making coffee or doing personal errands for any other Employee or Supervisor.

Section 8. Personal Work Station

In the event of an office move, individual Employees are responsible for packing and organizing their own personal work station. At no time is any Employee required to be responsible for another Employee's or Supervisor's personal work station except in an emergency. The arrangement of said personal work station will be at the Employee's discretion so long as it does not adversely affect the efficiency or safety of the operation. The personal work station shall not include any furniture, equipment or other items which are used communally.

Section 9. Audio Devices

Employees have the right to play UL listed audio device (radios, cassette players, CD players, etc.) on the work site so long as the use does not disturb the productivity of the Employee or other Employees within the work site and does not distract clientele. No device(s) is allowed in the building(s) that the Safety Office finds to be unsafe.

Section 10. Notice of Adverse Personnel Actions

Affected Employees will be given the original and one copy of required notices pertaining to the following personnel actions:

- A. Separation of probationary Employees.
- B. All proposed adverse actions affecting career or career-conditional Employees. A copy may be given to the Union if the Employee so desires.

Section 11. Mail

The Employer agrees that mail addressed to an Employee is not to be opened by anyone but the addressee except as noted below. An immediate Supervisor or his/her designee may open such mail, but such mail must be signed, dated and immediately forwarded to the addressee. No mail marked personal, or related to Union business, may be opened. Employees will not use the mail system for receipt or distribution of non-work related mail.

Section 12. Employee Suggestions

Employees have the right to propose new and innovative ways to carry out the mission or function of the Institute. They may submit individual or joint suggestions which may include elements such as methods to better accomplish a mission or function of the Institute. Appropriate Management will review the suggestion as to feasibility. When feasible and desirable to both the Employee and the Employer, the Employer will implement the plan. If an Employee's written plan is rejected, the Employer or appropriate office will inform the Employee in writing in a timely manner as to why it was rejected.

ARTICLE 5

UNION RIGHTS

Section 1. Purpose The Employer agrees to recognize duly elected or appointed officers, representatives, and stewards of the Union. They are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them under United States Code ("U.S.C.") Chapter 71, "The Federal Service Labor-Management Relations Statute" and this Agreement.

Section 2. Union Roster

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

Section 3. Official Time

The Employer agrees to allow Union officers, representatives, and the stewards a reasonable time away from the job, without loss of pay, to discuss with an Employee or Employees, or officials of the Employer, grievances and other appropriate matters directly related to the work situation affecting the Employee concerned.

Union representatives will be permitted to leave their assigned work area on official time after notifying their immediate Supervisor or appropriate Management official. If work demands do not allow the Supervisor to release the Union representative for the time requested, the Supervisor will immediately notify the Union representative and arrange an alternative release time. The Supervisor will not unreasonably withhold permission for the Union officer, representative or steward to fulfill the responsibilities of his/her Union duties. The Employer and Union will consult when time taken appears to become unreasonable.

Section 4. Reporting and Recording Official Time

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

A. If the official time used is less than 20 minutes in length, the Union representative will:

1. Utilize the time needed.
2. Report in writing the accumulated time used in this manner to their Supervisor on a monthly basis on the agreed upon form. The dates covered by this use of time shall be included in this reported information. The Supervisor will maintain this information.

B. If the official time needed exceeds 20 minutes, the Union representative will:

1. Advise the Supervisor of the need for using official time on the agreed upon form. In an emergent situation that requires immediate attention, other modes of notification may be used.
2. Notify their Supervisor if the time utilized was substantially different.
3. Record cumulative time usage under this subsection on the agreed upon form.

C. The following categories for official time will be included on the agreed upon form:

Term Negotiations—official time used by Union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor.

Mid-Term Negotiations—official time used to bargain over issues raised during the life of a term agreement.

Dispute Resolution—official time used to process grievances up to and including arbitrations and to process appeals of bargaining unit Employees to the various

administrative agencies such as the MSPB, FLRA and EEOC and, as necessary, to the courts.

General Labor-Management Relations—official time used for: meetings between labor and Management officials to discuss general conditions of employment, labor-Management committee meetings, labor relations training for Union representatives, and Union participation in formal meetings and investigative interviews.

Other Direct Representational Duties – official time used for answering Employee inquiries and other activities related to administrating the Collective Bargaining Agreement.

Section 5. Staffing and Personnel Information

The Employer will provide the Union with one (1) copy of the NIOSH staffing list and all issuances relating to personnel policies, practices, procedures, and matters affecting working conditions. Such issuances shall be sent to the Union simultaneously with those sent to the NIOSH Office/Division Directors.

Section 6. Authorized Activities

Union officers, stewards, and representatives are authorized to perform and discharge only Union duties and responsibilities which may be properly authorized to them by the Local.

Section 7. Training

Official time for Employees designated by the Union for up a total of 240 hours per year will be given to attend formal training relating to their representational duties. If requested, the Union will provide evidence that the training desired relates to the representational duties. The Union may also request additional official time for training. The Collective Bargaining Official will be notified of that need.

Written requests, including an agenda, will be forwarded within a reasonable period of time in advance of the training to the Union representative's immediate Supervisor who will forward it to the appropriate Management official for action within three (3) workdays of receipt. Official time may be used for travel to and from the training. The Agency will respond to the request no later than five (5) work days from the date it is made.

Official time for training will be approved except in cases where the absence of the Employee or Employees will significantly adversely impact the Employer's work requirements. When a request for official time for training is disapproved for any reason, the reasons for such disapproval will be furnished to the representative who made the request and to the Union President at the time of disapproval.

Section 8. National Union Consultations

National Union officials and representatives may consult with Local Union officers, stewards and other Union representatives at NIOSH facilities during working hours about matters covered by this contract. The Collective Bargaining Official will be notified one (1) day in advance except in case of emergencies.

Section 9. Subjects for Consultation

It is agreed that the implementation of all policies, practices, procedures, and other matters affecting conditions of employment of Employees in the unit are appropriate subjects for consultation and, when appropriate under applicable law, negotiation between the Parties hereto, including but not limited to labor-Management cooperation, Employee and career development, promotion plans, position classification programs, and methods of adjusting grievances. Such consultation and negotiation shall be accomplished through meetings or other communications between representatives of the Parties.

Section 10. Requesting Leave Without Pay

Any Union representative may request LWOP for up to one (1) year in duration to work for the Union. The written request will be directed to the immediate Supervisor. If the request is denied, a detailed written explanation of the compelling mission need will be given.

ARTICLE 6

MANAGEMENT'S RIGHTS

Section 1. Employer's Sole Authority

The Employer retains sole authority:

- A. to determine the mission, budget, organization, number of Employees, safety and internal security practices of; and
- B. in accordance with applicable laws
 1. to hire, assign, direct, layoff, and retain Employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted;
 3. with respect to filling positions, to make selections for appointments from

- a) among properly ranked and certified candidates for promotion; or
 - b) any other appropriate source; and
4. to take whatever actions may be necessary to carry out the mission during emergencies.

Section 2. Matters for Negotiation at Employer's Discretion

Nothing in this Article shall preclude the Employer and the Union from negotiating –

- A. at the election of the Agency, on the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- B. procedures which the Employer will observe in exercising any authority under this Section; or
- C. appropriate arrangements for Employees adversely affected by the exercise of any authority under this Section by the Employer.

ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY, DIVERSITY, AND AFFIRMATIVE ACTION

Section 1. Statement of Purpose

- A. The Parties agree that there shall be equal opportunities for all Employees and that there shall be no discrimination against any Employee on account of factors such as race, color, religion or creed, sex, national origin, age, marital status, political affiliation, physical or mental handicapping condition, sexual preference, status as a parent, Union status, or personnel system as outlined in the appropriate laws, Executive Orders, rules, regulations and policies.
- B. The Employer and the Union agree to cooperate in providing equal opportunity for employment and promotion to all qualified persons to cooperate in averting discrimination and to promote the full realization of equal employment opportunity through positive and continuing efforts.
- C. The Parties agree to work cooperatively and on an equal basis to design and implement programs to achieve the fullest utilization of Employee skills and potential. In particular, the Employer will implement to the best of its ability all Federal laws, regulations and Executive Orders relevant to achieving equal employment opportunity.

- D. The Employer recognizes that certain policies and programs may greatly contribute to reversing the effects of past discrimination in the Federal Service and preventing discrimination in the future, and pledges to actively encourage the development and implementation of such policies and programs. Such programs include part-time permanent positions, maternal and child rearing leave, training and bridge positions, and the elimination of sexual harassment.

Section 2. Committees and Consultations

- A. Periodic meetings will be held between the Employer and the Union, in addition to the end of the year program meeting. At least a yearly meeting will be held with the Employer, which will include a Management representative from each division/office (Director, Deputy Director or designee) with equal representation from the Union. This meeting will cover program direction, membership, resources, and any other issues.
- B. The Bargaining Unit will be represented by the Union on all existing and any newly created labor-Management committees, standing committees, councils, or work groups (referred to as “committees” in this Section) created with regard to the issues covered by or related to this Article (e.g., EEO, Diversity) that potentially affect Bargaining Unit Employees.
 - 1. As the recognized representative of the Bargaining Unit, the Union will represent Bargaining Unit Employees on such committees.
 - 2. Union representation on these committees should be at least equal in number to that of Management at Cincinnati Operations.

For committees based in Cincinnati Operations, the Employer agrees that the Union may designate at least one (1), but no more than two (2), Union representatives to serve on these committees. The Employer will also designate at least one (1), but no more than two (2), Management representatives to serve on each of these committees.

Section 3. Diversity

- A. As part of the NIOSH Diversity Initiative, the NIOSH Diversity Steering Council was created to deal with diversity issues in the workplace. Cincinnati Operations will have a Union representative and alternate on the NIOSH Diversity Steering Council along with selected representatives and alternates from all NIOSH locations. The council and the Union will work together in collaboration as a mechanism in which Management and Employees can communicate their concerns regarding diversity and to bring about solutions to those issues.

The Employer and the Union agree to cooperate with CDC and NIOSH Diversity initiatives in executing a NIOSH Diversity Program to embrace diversity and promote the realization of our commonalities through positive and continuing efforts.

- B. The Parties agree to work cooperatively and on an equal basis to design and implement diversity programs to achieve the fullest utilization of Employee skills and potential (e.g., cultural competencies, emotional intelligence, etc.). In particular, the Employer will implement to the best of its ability all Federal laws, regulations and Executive Orders relevant to achieving a diverse workforce.
- C. The Employer supports the activities of the NIOSH Diversity Steering Council.
- D. The NIOSH Diversity Steering Council (DSC) meets face-to-face at least once each fiscal year, pending funds availability, for the purpose of maintaining, assessing/evaluating, and implementing amore effective Diversity program. A summary of these discussions, decisions, and action items will be formally captured in writing in the NIOSH DSC minutes. These minutes will be posted on the NIOSH intranet within a month after the meeting.

If NIOSH DSC is unable to meet face-to-face due to funding restrictions, the meeting that takes place in its absence (be it envision, teleconference, etc.) and discussions, decisions, and action items will be formally captured in writing in the NIOSH DSC minutes. These minutes will be posted on the NIOSH intranet within a month after the meeting.

Section 4. Affirmative Action

- A. The Employer shall develop a results-oriented program for affirmative action intended to resolve problems of under-utilization and under-representation of members of minority groups, women and the handicapped. The affirmative action plan will be developed in accordance with EEOC and OPM guidelines and will include: a work force analysis, an under-representation analysis, goals and timetables to remedy under representation, an EEO policy statement, and an upward mobility program.
- B. Union input will be requested in the development and implementation of the affirmative action program.

Section 5. Complaint Procedures

- A. The Employer agrees to carefully, justly, and expeditiously consider complaints of discrimination. Complaints may be filed either through the Agency's administrative complaints procedure or the negotiated grievance procedure but not both. The Employer and the Union agree to cooperate in attempting to bring about informal resolution of complaints and matters related to affirmative action programs.
- B. Persons who allege discrimination or who participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination or reprisal.
- C. A complainant, under the Agency EEO administrative complaints procedure, has a right to be accompanied, represented and advised by a representative of his/her choosing, except where there is a conflict of interest or position, at any stage of the complaint process.

- D. Appropriate corrective action for Employees found to be discriminated against may include such actions as, but not be limited to, changes in the scope and nature of individual job assignments, changes in the nature of authority or discretion granted to individual Employees, reassignments, and possible back-pay.
- E. Appropriate disciplinary or corrective action shall be taken in the instance of an Employee(s) found to have willfully disregarded policies concerning equal employment opportunity. Documentation of the action of willful disregard and of the disciplinary or corrective action(s), will be filed in the Employees personnel file, and/or in the performance file. Temporary documentation will be purged from the file(s) two (2) years from the date of filing.

Section 6. Assignment of Work

- A. To ensure equal opportunity, the Employer will make every reasonable effort to assign work opportunities fairly among eligible Employees. Assignments will be made with consideration of Employee preferences, special skills and current assignments, subject to mission need.
- B. Assignments will be made on the basis of the above considerations with the intent that opportunity to publish be equally available to eligible Employees.
- C. The appointment of a temporary Employee shall not be used to circumvent equal employment opportunity practices.

ARTICLE 8

SEXUAL HARASSMENT

Section 1. Statement of Purpose

The Employer and the Union recognize that sexual harassment is a form of unlawful misconduct that undermines the integrity of the employment relationship and adversely affects Employee opportunity. All Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Therefore, the Parties mutually agree to identify and work to eliminate such occurrences.

Section 2. Definition

Sexual harassment is defined as deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature which are unwelcome. Use of implicit and explicit coercive sexual behavior to control, influence, or affect the career, salary or job of an Employee is sexual harassment.

Section 3. Criteria for Unlawful Sexual Harassment

The criteria for determining whether an action constitutes unlawful sexual harassment are as follows:

- A. The Employee's submission is an explicit or implicit condition of employment;
- B. The Employee's response becomes a basis for an employment decision; or
- C. The advances interfere with the worker's performance creating a hostile or offensive environment.

ARTICLE 9

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. General Principles

The Employer and the Union agree that the training and development of NIOSH, Cincinnati Operations Employees is a priority item. Both Parties subscribe to the development of a comprehensive program which will develop Employees to the mutual benefit of NIOSH and the Employees. The Employer agrees to consult and confer with the Union on the implementation of Employee training and development policies.

Section 2. Participation

The Parties will encourage Employees to take advantage of appropriate Government and non-Government sponsored job-related training and educational opportunities which will add to the skills, qualifications, and promotion opportunities of Employees.

Section 3. Labor-Management Cooperation

The CLMCC meetings may include as an agenda item the training and career development of Employees. The purpose will be to review, evaluate, and recommend training and career development activities. Special meetings may be called as appropriate.

Section 4. Long-Term Training

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

Section 5. Career Development for Technical and Clerical Employees

Positive efforts (such as Career Opportunity Training Agreements - COTAs) will be made to offer opportunities to in-house clerical and technical Employees for career growth and advancement through restructuring higher positions into bridge and target positions. When such positions are announced NIOSH Employees will be given priority consideration in the selection process. Employees will be provided opportunities for formal and on-the-job training at government expense qualifying them for higher paying professional type jobs (GS-5 and above); competitive procedures will be used to select Employees for such training to prepare them for advancement and which are required for promotion.

Section 6. Individual Learning Accounts (ILAs) and Individual Development Plan (IDPs)

Management and the Union agree to follow CDC policy on individual development plans (IDPs) and Individual Learning Accounts (ILAs) CDC-HR-2005-05 10/01/2006 and the publication "Your Guide to the Individual Development Plan".

The Agency provides each Employee with an Individual Learning Account (ILA), a designated amount of money that is set aside each year and is centrally managed in an account established by using appropriated funds. These funds may be used only for education, training, and career development activities that are relevant to the Employee's federal employment and that are approved by the Employee's Supervisor in advance. Permanent part-time Employees working 40 hours or more per pay period will be eligible for a minimum of half the dollar amount per Full-time Employee per fiscal year through their ILA.

Employees and Supervisors are responsible for developing and documenting a mutual agreement concerning educational, training, and development expenses that should be applied to the Employee's ILA. This agreement should be in the form of a competency-based Individual Development Plan (IDP). If an Employee and Supervisor do not reach an agreement on the IDP, this matter should be handled through the Employer's review processes. Employees will be given the opportunity for appropriate and timely training included in their IDP and/or funded with their ILA.

Each Employee's Supervisor is responsible for determining the appropriateness of each learning opportunity with respect to the Employee's IDP and for ensuring that the learning activity supports CDC/NIOSH's strategic goals. Supervisors are responsible for working with Employees in creating an IDP. Employees and Supervisors are jointly responsible for the accuracy of the IDP.

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

Section 7. Personal Development Training

Management and the Union will work jointly to try to bring to Cincinnati Operations personal development training opportunities (i.e., career counseling, iLEAD, resume building, etc.) that are available throughout HHS and CDC.

Section 8. Supervisory Training

Both parties agree that Supervisory training is important for the effective functioning of Cincinnati Operations. If an Employee has Supervisory responsibility, he/she is encouraged to participate in Supervisory training within the first 12 months of assignment. Both parties recognize that the responsibility of providing this training locally resides with CDC, Office of Workforce Career Development (OWCD).

Section 9. Duty time for Training

Except when an overriding mission need is demonstrated, Employees will be granted time away from the job without charge to leave (excused leave) when taking Management approved training during duty hours.

ARTICLE 10

PART-TIME PERMANENT EMPLOYMENT

Section 1. Part-time Assignments

The Parties recognize that part-time employment is allowed by the Federal Employees' Part-Time Career Employment Act of 1978. Therefore a permanent Employee may request a part-time assignment for a specified number of hours per week. However when taking this action, the Employee should be aware that conversion back to full-time permanent status may not be possible.

Also, two (2) permanent Employees, one (1) full-time and one (1) part-time, may request to switch jobs. The Employer agrees to make a good faith effort to accommodate the Employees' request. Any Employee who is denied conversion shall be notified of the reasons in writing on request.

Title 42 Fellows are eligible for part-time employment unless restricted by visa requirements.

Section 2. Temporary Leave Without Pay

An Employee may request LWOP for a specified number of hours per week for a specified period of time. The number of hours per week and the length of time this part-time status will be in force shall be indicated on an official leave form.

Section 3. Hours Per Week

Barring an adverse action, a part-time permanent Employee cannot be required to work less than the agreed upon number of hours per week.

Section 4. Merit Promotion Plan and Part-time Permanent Positions

Permanent part-time Employees shall be allowed to compete under the Merit Promotion Plan on an equal basis with full-time Employees for permanent positions. Selection may be subject to personnel ceiling restrictions.

Section 5. Leave During Part-time Permanent Employment

Part-time permanent Employees may be allowed to use leave within the same pay period in which it is earned, subject to the same approval procedures as full-time Employees.

ARTICLE 11

PROBATIONARY EMPLOYEES

Section 1. Fitness or Qualifications for employment

The Employer agrees to provide probationary Employees opportunity to demonstrate their fitness or qualifications for continued Federal employment.

Section 2. Documentation

When a probationary Employee enters on duty, the Employer will provide the Employee with written documentation which explains the nature of the probationary period, a current and complete position description, and performance plan. This will be done within thirty (30) days after the Employee enters on duty.

Section 3. Separation for Cause

Probationary Employees may be separated for cause by the Employer during their one (1) year probationary period.

ARTICLE 12

ALTERNATIVE WORK SCHEDULES

Section 1. Number of Personnel on Duty during Operational Hours

The Employer and the Union agree that Supervisors and Employees will arrange their flexible schedules as to have a sufficient number of personnel on duty during the operational hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, to perform necessary functions of the operation. All work schedules must be approved by the Employee's Supervisor. The Parties agree to follow CDC/DHHS policies and procedures regarding Alternative Work Schedules (AWS) CDC-HR-2002-11 10/28/02 and Maxiflex CDC-HR-2003-02 updated 10-18-04 with the following:

Section 2. Basic Requirement of Work Hours

Employees must account for the basic work requirement of eighty (80) hours in two (2) weeks for full-time Employees. For part-time Employees, the number of hours to be worked in a given period will be determined by the Employee's established schedule.

Section 3. Core Hours

Core hours, 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. are those hours when all full time Employees must be on duty except when in an appropriate leave status. For unique Employee situations, exceptions to these core hours may be approved by the Supervisor.

Employees will be allowed to occasionally vary their arrival time up to twenty (20) minutes earlier or later than their fixed starting time. Employees who are late arriving will work that amount of time (up to 20 minutes) at the end of the day or take leave. Employees who are early arriving may leave early (up to 20 minutes) at the end of the day. The 20 minute early/late arrival and departure is not intended for regular or frequent use and shall not impinge upon core hours.

Section 4. Schedules

Flexitime and Flexitour flexible hours are defined as 6:00 a.m. to 9:00 a.m. (morning flex band), 11:00 a.m. to 1:00 p.m. (midday flex band-30 minute lunch is typically taken during this band), and 3:00 p.m. to 7:00 p.m. (evening flex band), Monday through Friday.

Section 5. Change of work schedules

Work schedules may be changed at the beginning of a pay period with one full pay period notice and with Supervisor approval. 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.

No Employee on an alternative work schedule will be required to start before 6:00 a.m. or work later than 7:00 p.m. or be required to work weekends, unless they are on overtime.

An alternative work schedule program may not impinge upon the Employer's authority and responsibility to require work-hour adjustments to meet special work situations and responsibility to account for the over all performance of the organization.

Employees on flexitime may take up to two hours off between 11:00 a.m. and 1:00 p.m. (30 minutes of this period is lunch break) and make up the time by arriving earlier or departing later. Employee should inform their Supervisor in advance of such occasions.

Section 6. Official travel and flexible work schedules

Employees on official travel, with the exception of travel for training, may continue on flexible work schedules subject to Supervisory approval. The 1st line Supervisor has the responsibility to identify for the affected Employee the appropriate laws and regulations regarding implementation of this option.

Section 7. Fair Labor Standards Act (FLSA) Status

Employees who are uncertain of their FLSA status may either check with their Division administrative office or refer to their most recent, Notification of Personnel Action SF-50 FLSA category.

ARTICLE 13

TELECOMMUTING

The CDC Telework Policy allows, Employees to perform duties from their home or other approved work sites. Employee participation is voluntary, subject to Supervisory approval.

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

The Employer and the Union agree to encourage and support the Telework Policy at Cincinnati Operations.

An Employee whose job is suitable for working from an alternate site and who meets the policy criteria is eligible to apply for telework. CDC Employees who wish to telework must follow the Telework Request/Agreement Form requirements. Eligibility depends on job content (work to be performed) rather than on job title, grade level, type of appointment, or work schedule.

If an Employee's application for participation is not approved, the Employee will be informed in writing of the reason for the determination in a timely manner (ideally within 5 business days).

The Employer agrees to provide informational seminars on Telework within one year of the update of the Telework policy.

ARTICLE 14

EMPLOYEE BREAKS

The Employer agrees to allow all Employees to break from work each morning and afternoon. The total time permitted for work breaks shall not exceed 15 minutes in the morning and 15 minutes in the afternoon. Employees may choose how they distribute their 15 minutes each morning and afternoon. The time for these breaks may not be used to arrive late or leave early. These breaks must be taken within Cincinnati Operations facilities or on the grounds of the facilities. Employees will schedule their breaks so as not to conflict with mission needs.

ARTICLE 15

OVERTIME

Section 1. Possible mandatory overtime

It is acknowledged by both Parties to this Agreement that the nature of the mission is such that all members of the Bargaining Unit must be willing to accept assignment of overtime work. Overtime shall be mandatory when official requirements must be met.

Section 2. Fair distribution of overtime opportunities

Subject to existing rules, regulations, and policies, the Employer will make every reasonable effort to assign overtime opportunities fairly among eligible Employees. Assignment of overtime will be made in the light of the following considerations: special skills of the Employees, current assignments to the job, particular work requirements, and the wishes of the Employees, subject to paramount requirements and the mission of the Employer. Records will be kept by the Employer to assure fair distribution of opportunities for overtime. The Union should have access to these records.

Section 3. Advance notice and approval

The Employer agrees to make reasonable efforts to give Employees at least twenty-four (24) hours advance notice when requesting an Employee to work overtime. All overtime must be approved in advance by the Division Director or their designee.

Section 4. Payment of overtime versus compensatory time

If an Employee is required to work an overtime assignment, including while on work travel, such hours must be paid as overtime unless the Employee elects to have them considered as compensatory time, provided that it does not violate current laws.

Section 5. Work in excess of regularly scheduled work day

When an Employee works in excess of a regularly scheduled workday, that Employee will receive a fifteen-minute paid break during each two (2) hour work period scheduled. The Employer will make every reasonable effort to limit the workday to no more than twelve (12) hours.

ARTICLE 16

HOLIDAYS

Section 1. Holidays and Holiday Pay

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

Section 2. Work on Holidays

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

ARTICLE 17

LEAVE

Section 1. Annual Leave Procedures

Annual leave which is requested in advance will be approved subject to the reasonable requirements of the Employer, regardless of whether the leave is to be taken from the official duty station or while in domestic or international travel status.

It is the joint responsibility of the Employee and the Supervisor to assure that annual leave is scheduled so that no Employee may be required to forfeit leave. The Employer agrees to notify all Cincinnati Operations Employees by October 15 of each year that Employees must submit

leave requests by the date set in the regulations in order to avoid forfeiture of use/lose leave. The deadline for that year will be stated in the notification.

When annual leave is lost because of an urgent necessity of the public business, the Employer will recommend the restoration of the leave. Such restored leave must be used prior to the end of the leave year ending two years after the date of restoration of the annual leave.

Section 2. Equitable Basis for Granting of Annual Leave

Annual leave will be granted on an equitable basis and the Employer will make reasonable efforts to satisfy the leave requests of Employees.

Section 3. Accommodation for Religious and Other Reasons, including Use of Compensatory Time

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

Section 4. Granting of Annual leave on Short Notice

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

Section 5. Granting of Advanced Annual Leave

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

Section 6. Employee's Right to Privacy when Requesting Annual Leave

The right to privacy shall be respected and no Employee shall be required to provide the reason for requesting annual leave.

Section 7. Leave and Promotion Action/Performance Evaluation

The accumulation of annual leave or lack thereof shall not be a factor in any promotion action or performance evaluation.

Section 8. Sick Leave Procedures and Policies

Employees shall accrue sick leave in accordance with statute and regulations of the Office of Personnel Management. The use of sick leave is an Employee benefit to be used for absences required by pregnancy, confinement, illness, injury, or medical/dental appointments. Available sick leave, including advance sick leave, will be granted in accordance with applicable statute and regulations. The accumulation of sick leave or lack thereof shall not be a factor in any promotion action or performance evaluation.

Section 9. Reasons for Use of Sick Leave

Sick leave is for use when an Employee is physically incapacitated to do his/her job, or for related reasons. Such related reasons are:

- A. Exposure to a contagious disease that would endanger the health of coworkers;
- B. Presence of contagious disease in an Employee's immediate family which requires his/her personal care;
- C. Dental, optical, or medical examination or treatment.

Section 10. Substantiating Use of Sick Leave

Employees shall not be required to furnish medical documentation to substantiate a request for approval of sick leave unless the absence exceeds three days or for a lesser period when determined necessary because of unusual circumstances. The Employer will grant extended sick leave only when supported by appropriate medical documentation. In accordance with Employee rights to medical privacy and confidentiality, medical documentation should not include personal medical information.

Section 11. Advanced Sick leave

In cases of serious illness or disability, Employees may be advanced sick leave when supported by appropriate medical documentation and provided they are expected to return to duty. In instances where an Employee has been granted advanced sick leave, the Employee may be required to provide medical documentation to substantiate his/her ability to return to duty. In accordance with Employee rights to medical privacy and confidentiality, medical documentation should not include personal medical information.

Section 12. Utilizing the Health Unit

It is agreed that time spent by Employees under the care of Health Unit personnel obtaining examination or treatment will not be charged leave. Should the Employee leave due to illness, leave will be charged beginning at the time of departure.

Section 13. Voluntary Leave Transfer Program (VLTP)

Employees may voluntarily transfer unused (accrued) annual leave to another Employee who has been approved as a leave donor recipient. Any promotion actions or performance evaluations shall not be a factor in Employees that utilize the CDC VLTP.

Section 14. Credit Hours

Credit hours are those hours which are in excess of an Employee's basic work requirement and which the Employee chooses to work so as to vary the length of a succeeding workweek or workday. Employees may work up to four (4) credit hours on a particular workday or up to eight (8) hours on a non-workday. All credit hours will be earned and used in increments of one-quarter hour. A full-time Employee may accumulate a maximum of twenty-four (24) credit hours. Part-time Employees may carry over credit hours not more than twenty-five percent (25%) of their biweekly tour of duty. The acquisition and taking of credit hours must be approved in advance by the Employee's Supervisor. Prior approval may be a verbal or written arrangement between the Employee and the Employee's Supervisor for the Employee's particular work situation. It is the intent of the Employer that Employees be allowed to earn and use credit hours. An Employee in travel status may earn credit hours at a temporary duty location if the Employee continues to work on a flexible schedule. The Union and Employer agree that flexible work schedules and credit hours have been mutually beneficial.

Section 15. Blood Donors

All Employees who serve as blood donors, without compensation, are authorized up to four hours excused absence without charge to leave for the blood donation. Request for excused absence must be submitted to the Supervisor in advance. The excused absence without charge to leave is to be taken on the day the blood is donated, and immediately after the donation. Additional time in unusual circumstances will be considered on a case by case basis. Supervisors may ask for evidence of each donation.

Section 16. Jury Duty

In the event an Employee is summoned for jury duty or as a witness on behalf of the government, the Employee shall be excused for such duties, and paid in accordance with current regulations. Upon request, the Employer will provide affected Employees regulations covering jury duty.

Section 17. Voting in Elections

Employees are encouraged to exercise their right and privilege as American citizens to vote in all National, State, and local municipal elections or referenda. Administratively excused time will be granted for voting in accordance with the following:

- A. Employees will be granted excused time to vote which will permit them to report for work within three (3) hours after the polls open, or leave work within three hours before the polls close, whichever requires the least time off; for example, if the polls open at 7:00 A.M. and

close at 7:00 P.M., an Employee who works a tour of duty from 8:00 A.M. to 4:30 P.M., would be excused from 4:00 P.M. to 4:30 P.M. since this would be three hours before the polls close. However, an Employee who works a tour of duty from 7:30 A.M. to 4:00 P.M. would not be excused early to vote because the polls would not close until after the end of the Employee's workday.

B. In individual cases of unusual distance to the polls, Employees may request in writing a greater amount of excused time. Each request shall state fully the reasons for additional time needed. Leave approving officials will determine any additional time needed up to eight (8) hours on a case by case basis.

C. Voting arrangements requiring excused time off without charge to leave will be made with the Employee's immediate Supervisor prior to Election Day.

Section 18. Voter Registration

States have convenient procedures for voter registration during non-work hours; however, on the occasion when an Employee must register to vote in person, excused time without charge to leave to register will be granted on substantially the same basis for voting.

Section 19. Occasional, Unavoidable Circumstances

Employees may be granted excused absence without charge to leave for up to 59 minutes in the case of occasional, unavoidable circumstances.

Section 20. Leave for Personal Reasons

An Employee may request any combination of annual leave, leave without pay, earned compensatory time, and credit time for personal reasons as they arise. Such leaves of absence shall not exceed one year for each application. If the request is denied the Employee may ask for a written explanation of the denial.

Any Employee may request any combination of annual leave, leave without pay, family and medical leave, earned compensatory time, and credit time for a period of up to one (1) year for assisting or caring for the minor child (or children) of the Employee (including children in the custody of the Employee) or for caring for the mother of a male Employee's newborn child while the mother is incapacitated for maternity reasons. Reasonable efforts will be made to accommodate the request, such as by alternative staffing. A request will be denied only if a critical need can be established for the skills of the Employee during the requested period of time. This request may be renewed for a period not to exceed one additional year. There will be no sexual discrimination in the awarding of leave for child rearing.

A female Employee may use sick leave to cover any period of incapacitation due to pregnancy. Such sick leave may be used in combination of annual leave, leave without pay, family and medical leave, earned compensatory time, and credit time.

Section 21. Rationale for Denial of Leave

If for any reason an Employee is denied leave, which was scheduled at least five (5) workdays in advance, the Supervisor will notify the affected Employee in writing with rationale of compelling mission needs at least twenty-four (24) hours in advance of the time the leave is scheduled.

Section 22. Family and Medical Leave Program

The Employer recognizes the right of eligible Employees to full entitlement of the Family Medical Leave Act of 1993 (FMLA), Public Law 103-3 (5 CFR 630 Subpart L). An eligible Employee has completed at least 12 months of service (not required to be 12 recent or consecutive months). Employees may consult with their Supervisor, Atlanta Human Resources Center (AHRC), or a Union representative for information under the FMLA. Under the Family and Medical Leave Act, Employees are entitled to up to 12 workweeks of Leave Without Pay (LWOP) 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 the Employee's spouse, son, daughter, or parent with a serious health condition; or,
- D. A serious health condition of the Employee that makes the Employee unable to perform any one or more of the essential functions of his or her position.

Under certain conditions, FMLA leave may be taken intermittently, or the Employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An Employee may elect to substitute annual and /or sick leave, consistent with current laws and regulations, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an Employee.

Employees must provide notice of intent to take family and medical leave not less than 30 days before leave is to begin or as soon as is practicable. The Employer may request appropriate medical documentation for FMLA leave taken to care for an Employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the Employee.

Upon return from FMLA leave, Employees must be returned to the same positions or to "equivalent positions with equivalent benefits, pay, status, and other terms and conditions of employment." Employees who take FMLA leave are entitled to maintain health benefits coverage. Employees may pay the Employee share of the premiums on a current basis or pay upon return to work.

Section 23. Leave Restrictions

The Employer shall discuss a suspected leave abuse problem with the Employee. During the discussion, the Employee will be given the opportunity to explain his/her leave usage. The

Employee is entitled to have a Union representative present during the discussion. The Employee will be given an opportunity to correct their behavior after the discussion.

A restriction on leave will be provided to the Employee in the form of a written memorandum documenting the valid reasons. Frequency or amount of leave used will not be the sole factor for determining leave abuse.

Section 24. Reporting Procedures for Unplanned or Unscheduled Leave

1. When reporting an absence from work due to illness or annual leave which had not been planned, the Employee should first contact Supervisor by phone. If the Supervisor does not answer, leave a voice message.
2. Each Division/Office will have designated contact person(s). After a voice message is left on Supervisor's phone, the Employee should then contact the designated contact person to indicate the non appearance at work. This procedure is for notification purposes; leave has to be approved by the Supervisor.

If an Employee has to leave work suddenly for any reason, the following shall apply:

- a. The Employee should try her/his best to locate the Supervisor in person to request leave approval.
- b. The following option shall apply if the Supervisor cannot be found in person.
 1. The Employee shall send an e-mail message to Supervisor (or team leader), along with a cc to the designated contact person, indicating they are leaving work.
 2. In emergency cases only, when there is no time to e-mail, the Employee shall notify someone other than the Supervisor (or Team Leader) and designated contact person.

ARTICLE 18

GRADUAL RETIREMENT

Section 1. Eligibility

All Bargaining Unit members within three (3) years of retirement will be eligible for Gradual Retirement.

Section 2. Options

Gradual retirement plans may include the following:

- A. Remaining in a full-time position, but at a lower grade
- B. Reducing time on the job through use of annual leave
- C. Reducing time on the job through use of leave without pay
- D. Changing to part-time employment
- E. Changing to intermittent employment

Section 3. Procedures

When an Employee has submitted a proposed gradual retirement plan, Cincinnati Operations Management will have sixty (60) calendar days to approve or disapprove the plan. If the plan is disapproved, the Employee will be informed of the reason(s) for disapproval. In reviewing the request for gradual retirement the Employer will consider:

- A. Whether the plan is administratively feasible.
- B. The affect on the ability on the Agency's work being accomplished.
- C. Whether it meets the objectives of the gradual retirement program.

ARTICLE 19

TRAVEL

Section 1. Travel Time

To the maximum extent practicable, the Employer shall schedule the time to be spent by an Employee in travel status away from his/her official duty station within the regularly scheduled workweek of the Employee. To the extent possible Employees shall perform travel during official duty hours.

Section 2. Travel Delays

When traveling for work, Employees will be paid per diem even when the trips are extended due to unforeseen circumstances (bad weather, flight delays, etc.) Employee should notify their Supervisor when unforeseen circumstances extend an approved trip

Section 3. Travel Comp Time

Employees may be eligible for comp time for time spent in a travel status away from his/her official duty station when such time is not otherwise compensable. (outside the Employee's normal work schedule). The compensatory time includes only the time actually spent traveling between the official duty station and a temporary duty station or between two temporary duty stations, and the "usual waiting time" (normally 1-2 hours) that precedes or interrupts such travel. However, the agency must deduct the Employee's normal home-to-work/work-to-home commuting time and meal times from the creditable travel time. There is no limitation on the amount of travel comp time an Employee may earn. Compensatory time for travel cannot be converted to cash and must be used within 26 pay periods. All compensatory hours earned and used must be approved by the Supervisor in advance of entering the information in Timekeeping and Attendance System (TASNet).

Section 4. Travel Authorization

Employees will not be required to travel without receiving a signed travel authorization except in emergencies when it is impossible to initiate the authorization in advance.

Section 5. Travel Advance

It is the Employer's intent that Employees required to travel shall be provided sufficient funds for a travel advance. An Employee may receive a travel advance using their government credit card or by direct deposit, provided he/she has submitted a timely voucher for the previous trip.

Section 6. Actual Expense Basis for Travel (Lodging)

The Employer agrees to review, on a case by case basis, Employee requests for approval of travel on an actual subsistence expense basis. The Employer will forward this request to the appropriate approving official with a favorable recommendation when justification is provided. Such justification exists when the subsistence expenses are consistently higher than the authorized per diem rate.

Section 7. Method of Transportation

It is the intent of the Employer and the Union that travel on official business should be by the method of transportation which will result in the greatest advantage to the Government considering cost and timeliness. An Employee will have the right to choose his/her own mode of transportation to the extent that the selection meets the above criteria.

Section 7. Business Telephone Calls in Travel Status

Employees having a need to place a business telephone call while in travel status should use, in the following priority orders:

Continental United States (CONUS)

- A. Government Cell Phone
- B. Place the call from hotel, charging it to hotel bill
- C. Prepaid Calling Card

Options B and C are reimbursable expenses, provided the traveler indicates the number called, provides a receipt, and certifies it is for official business on their travel voucher.

Outside the Continental United States (OCONUS)

- A. Prepaid Calling Card
- B. Government Cell Phone
- C. Place the call from hotel, charging it to hotel bill

Options A and C are reimbursable expenses, provided the traveler indicates the number called, provides a receipt, and certifies it is for official business on their travel voucher.

It is the Employees' responsibility to ensure that all business calls are necessary and reasonable due to cost factors. Any excessive costs for OCONUS telephone calls should be justified.

Section 8. Personal Phone Calls in Travel Status

Employees in official overnight domestic travel status on Government business may make a brief call to his or her residence (an average of one call per day). Employees are expected, if possible, to make such calls during lunch, break, or other off-duty periods. Employees having a need to place a call to their residence while in travel status should use, in the following priority orders:

Continental United States (CONUS)

- A. Government Cell Phone
- B. Place the call from hotel, charging it to hotel bill
- C. Prepaid Calling Card

Options B and C are reimbursable expenses, at the allowable rate, and the traveler provides a receipt. Personal cell phone reimbursement will not be authorized.

Outside the Continental United States (OCONUS) (Allowance must be authorized on the travel order and the actual cost should not exceed by more than 20%.)

- A. Prepaid Calling Card
- B. Government Cell Phone
- C. Place the call from hotel, charging it to hotel bill

Options A and C are reimbursable expenses, at the allowable rate, and the traveler provides a receipt.

Section 9. Use of GSA Vehicles

Government owned vehicles are only for official business. Employees must be on travel orders for trips in excess of 50 miles one way. GSA vehicles may only be used for meals if the traveler is on official travel orders. Only a government Employee or contractor on official business may drive the vehicle (i.e. No valet parking, etc.) Hands-free cell phone devices may be used if communication in route is necessary. Employees are encouraged to carry either a government issued cell phone or personal cell phone in case of accident or emergency.

Section 10. Frequent Traveler Benefits

Employees may benefit from frequent traveler programs. Any promotional benefits or material received from a travel service provider in connection with official travel may be retained for personal use, if such items are obtained under the same conditions as those offered to the general public at no additional cost to the Government.

ARTICLE 20

PROMOTION, PLACEMENT AND POSITION SECURITY

Section 1. Non-discriminatory Recruitment

Recruitment should be from qualified individuals from appropriate sources in an endeavor to achieve a workforce from all segments of society. To that end, all actions under this article will be made without discrimination for non-merit factors such as race, color, religion or creed, national origin, sex, political view, status as a parent, marital status, non-disqualifying disability, age, sexual orientation, membership or non-membership in an Employee organization (Union), or cultural identification. Selection and advancement should be determined primarily on the basis of relative ability, knowledge, skills, and other job-related criteria, after fair and open competition which assures that all receive equal opportunity.

Section 2. Merit Promotion Plan Procedures

The competitive promotion procedures set forth in the CDC Merit Promotion Plan will be followed when filling vacancies covered by this Article. All candidates shall apply and compete in accordance with the CDC Merit Promotion Plan. The Union President or designee is authorized to review, audit, and inspect merit promotion files to ensure adherence to the Merit Promotion Plan. Promotion records will be safeguarded within Atlanta Human Resources Center (AHRC) and not released to unauthorized persons.

Section 3. Notification of Incomplete Recruitment or Promotion Action

When a recruitment or promotion action has not been completed within 120 days of AHRC's receipt of that personnel action request, AHRC will provide written notification to the Division Director, initiating Supervisor and Union President within 5 working days after the 120th day and every 60 days thereafter until the action is completed. The notification shall include information on the current status of the action, estimated completion date, and barriers to completion. After each notification, the Union will be provided an opportunity to discuss the action with AHRC Management.

Section 4. Posting of Vacancies

Unless mutually agreed upon by the Parties, all Bargaining Unit vacancies shall be posted except the following:

- a. Lateral reassignments (transfers).
- b. Reassignments under Reduction In Force (RIF) provisions
- c. Reemployment priority list appointments.
- d. Actions ordered by an appellate authority.
- e. Employment of persons in accordance with the Selective Placement Program or the Veterans Readjustment Act.
- f. Employment of persons under the Title 42 fellowship program
- g. Employment of persons under the Student Temporary Employment Program (STEP) and the Student Career Experience Program (SCEP)
- h. Federal Career Intern Program

It is the Employer's intent to inform the Union President (or designee) of all personnel actions taken under noncompetitive procedures. The rationale or records (except A-E) for filling positions under noncompetitive procedures will be made available to the Union President (or designee) upon request.

Section 5. Temporary Promotion to Higher Grade Positions

Qualified Employees accepting a detail in an established higher-graded position for more than 30 calendar days, and functioning at the higher grade level, will be temporarily promoted. The temporary promotion expected to exceed 30 calendar days will be initiated at the earliest date it is known. Employees not eligible for temporary promotion will be recognized for their efforts through a cash award at least equivalent to the difference between their current grade and the next higher grade.

Employees on temporary detail between 14-30 consecutive days will be recognized for their efforts through a cash award.

Section 6. Employee Training to Improve Performance

Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance. (See provisions of Training and Employee Development Article).

Section 7. Vacancy Announcements

Vacancy Announcements shall be posted for a minimum of fourteen (14) calendar days. Prior to vacancy announcement postings, the Employer will notify all NIOSH Cincinnati Operations all hands, the Union President (or designee) and the Division/Office Director (or designee) of new positions to be filled.

ARTICLE 21

REDUCTION-IN-FORCE, TRANSFER OF FUNCTION AND REORGANIZATION

Section 1. Statement of Purpose

The Employer and the Union jointly recognize the desirability of maintaining employment stability within the civilian work force. The Parties also recognize that occasions may arise where adjustments to the work force may be necessary, i.e., by reduction in force (RIF), transfer of function, or reorganization. It is agreed that in the case of any of the above circumstances all Cincinnati Operations personnel in the affected organizational unit(s), regardless of personnel system, may be affected by the resultant actions.

Section 2. Definitions

For the purpose of this Article, the following definitions will apply:

- A. RIF is the 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, reorganization, an individual's exercise of reemployment rights or restoration rights, or reclassification due to an erosion of duties when it occurs within 180 days of a formally announced RIF in the competitive area.
- B. Transfer of function is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the

function involved is virtually identical to functions already being performed in the other competitive area(s) affected or the movement of the competitive area in which the function is performed to another commuting area.

- C. Reorganization is the planned elimination, addition or redistribution of functions or duties in an organization.

Section 3. Notification about Reduction in Force

- A. At the earliest possible date, the Union will be informed of any decision reached regarding RIF. This notice, in writing will include the reasons for the proposed reduction-in-force, the approximate number and types of positions initially affected, where possible, other positions that will be affected and the anticipated date of the action. The Parties will meet to discuss the RIF procedure.
- B. The Employer shall provide complete information needed by Employees to fully understand the RIF and why they are affected. Specifically, the Employer shall: (1) Inform all Employees as fully and as soon as possible of plans or requirements for RIF in accordance with applicable rules and regulation; (2) Inform all Employees of the extent of the affected competitive area, the regulations governing RIF the kinds of assistance provided for affected Employees.
- C. The Employer agrees to provide a specific RIF notice to each affected Employee up to ninety (90) calendar days in advance but in no case will such notice be less than thirty (30) calendar days prior to the effective date. The Agency may issue a general notice at least 30 days before the RIF effective date. A specific notice shall state specifically what action is being taken, the effective date of the action, the Employee's service computation date, and subgroup. It shall describe the Employee's competitive area and the competitive level, and tell him or her why any lower standing Employee is retained in his or her competitive level for more than thirty (30) calendar days. Rights of grievance and time limits on such grievance will also be in the notice. An extra copy of this notice will be given to the Employee along with any other information required by regulation.

Section 4. Use of Attrition for RIF

The Employer will attempt to minimize RIF actions by using attrition to accomplish necessary reductions. All reductions will comply with applicable laws and regulations.

Section 5. Employee Rights to Review Retention Lists for RIF

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

Section 6. Employer Rights on Waiving Qualification Requirements during a RIF

The Employer will seriously consider waiving qualifications requirements, except for a minimum education requirement, in assignments during a RIF when an affected Employee has the capability, adaptability, and special skills required by the position.

Section 7. Competitive Area for RIF Purposes

The competitive area for RIF purposes shall be the Cincinnati area. The minimum competitive area is also defined organizationally as all activities within NIOSH Cincinnati Operations. Within this area, competitive levels shall consist of all positions that are in the same grade or occupational level, in the same classification series and that are similar enough in duties, qualifications requirements, pay schedule, and working conditions, that Employee in one position can successfully perform the critical elements of any other position in the level upon assignment to it, without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified Employee. This determination is made on the basis that the jobs are so similar that the Agency may readily assign an Employee in one position to any other positions in the competitive level without changing the terms of the Employee's appointment and without unduly interrupting the Agency's work program. It is understood this does not limit Management's right to include both Bargaining Unit Employees and non-unit Employees in a competitive level.

Section 8. Accepting or Rejecting Offer of Another Position

Affected Employees shall have a minimum of five (5) workdays in which to accept or reject an offer of another position.

Section 9. Employee's Right to Permanent Employment during a RIF

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

Section 10. Employer Provision of Other Options during a RIF

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

Section 11. Applicability of Adverse Action Procedures during a RIF

At no time will the Employer use the RIF procedure to circumvent the adverse action procedures.

The Union will be allowed a reasonable amount of official time to prepare proposals following RIF notification. The Union will also be allowed a reasonable amount of official time to review retention registers, other records pertaining to RIF, and to represent Employees who are affected by RIF. For the duration of the RIF, the Employer will provide the Union with up-to-date information and keep them informed of all actions taken.

Section 12. Transfer of Function

The Employer will:

- A. Inform the Union as fully and as soon as practicable (in no case less than thirty (30) days prior to planned implementation) of any decision(s) for the transfer of function(s) and upon request the governing regulations. The Union's written notice will include the reasons for the proposed transfer of function(s), the number and types of positions affected, and the anticipated date of the action. This includes transfer of functions for Most Efficient Organizations (MEO) and High Performing Organizations (HPO);
- B. Notify the Employee(s) and the Union in writing of the transfer in sufficient time (but in no case less than thirty (30) days, except in extraordinary cases) so that the Union and the Employee(s) will be able to consider the transfer action's impact and give a reasonable answer;
- C. In the event of a functional transfer, the Employees to be transferred shall be identified in accordance with applicable rules and regulations. Should any Employee desire not to transfer with the function, the Employer shall solicit voluntary requests from Employees to transfer in their place and give careful consideration to such requests. The Employer will explore options to avoid separating, demoting or transferring Employees as a result of the loss of function;
- D. Make every reasonable effort to place affected Employees in available local vacant budgeted positions for which they qualify, by considering seniority, tenure, experience and training prior to the effective date;
- E. Assist and counsel affected Employees in seeking placement opportunities with other Federal agencies and elsewhere in Cincinnati and other geographic areas;
- F. Counsel Employees on individual rights relating to such matters as retirement and severance pay; and
- G. Place the name of each affected Employee who so wishes on a list for consideration for those vacancies for which the Employee is qualified, so that every possible consideration

will be given in the selection process. The list shall be given to the Union for review purposes upon request.

Section 13. Reorganization

In the event of a reorganization, the Employer will:

- A. Inform the Union and Employees as fully and as soon as practicable (in no case less than thirty (30) days prior to the planned implementation of actions adversely affecting positions of Employees in the Bargaining Unit), of any decisions for a reorganization and, upon request, the governing regulations. The Union's written notice will include the reasons for the proposed reorganization, the number and type of positions affected, and the anticipated date of action;
- B. During reorganization requiring reassignment of Employees, the Employer will ensure that affected Employees within a competitive level will be given preferred consideration in said reassignment based on seniority, tenure, experience and training and make every reasonable effort to place affected Employees in available, local, vacant positions for which they qualify.
- C. Upon request, assist and counsel displaced Employees in seeking placement opportunities with other Federal agencies in Cincinnati, and other geographic areas.
- D. Upon request counsel Employees on individual rights relating to such matters as retirement and severance pay.

Section 14. Change in Work Load

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

ARTICLE 22

PERFORMANCE MANAGEMENT APPRAISAL PROGRAM (PMAP)

The Employer will apply the HHS/CDC Performance Management Appraisal Program (PMAP) that is in conformance with the Civil Servant Reform Act of 1978, and the civil Rights Act of 1964, as amended and all other applicable laws. This system described herein shall be the only performance appraisal system used for AFGE 3840 Bargaining Unit Employees.

Modifications of the CDC PMAP policy herein are noted in this article.

Section 1. Scope

PMAP will be the only performance appraisal system used to evaluate all Bargaining Unit Employees.

Section 2. Performance plans

Performance plans will be developed jointly by the Employee and the Rating Official. The performance plan will describe performance elements required to obtain a Fully Successful performance rating. Ideally the plan should also include standards for Exceptional performance. All Bargaining Unit Employees' performance plans must be approved by the Reviewing Official.

The first three paragraphs in HHS PMAP "Planning and Communication Performance" describe a best case scenario regarding developing, establishing, and recertifying Employee performance plans. The Parties agree that the following procedures shall also apply for developing, establishing, and recertifying performance plans:

- A. A performance plan will be in place within 30 days of the start of the assignment for each position expected to be occupied for 90 days or more, regardless of whether it is permanent, temporary, a detail, or Interagency Personnel Act assignment. Each Employee will serve under a performance plan for at least 90 days within an appraisal year in order to be rated. The performance plan will describe the expectations included under each element at the Fully Successful level. Ideally the plan should cover expectations which are required to obtain an Exceptional rating.

All details to an unestablished position will require a statement of duties and performance expectations within 30 days of the effective date, with a copy provided to the Employee.

- B. The original performance plan will be developed jointly by the Employee and the Rating Official. Performance Plan development requires effective communication between the Employee and the Rating Official. The parties agree that both the Rating Official and the Employee share this responsibility and allow sufficient time to do this thoroughly. Ideally, the performance plan should be made by consensus between the Rating Official and the Employee. The performance plan is to be signed by the Employee, Rating Official, and Reviewing Official and forwarded to Human Resources for filing in the Employee Performance File (EPF), unless other specific arrangements have been approved by Human Resources. Copies of the performance plan are to be retained by the Employee and the Rating Official.

If the Employee disagrees with the performance plan the Rating Official should inform the Employee that he/she may indicate on the performance plan either agreement or disagreement with the job elements and/or performance standards established for his/her position. However, it is not necessary that the Employee agree with the plan.

- C. Performance plans may be changed at any time during the appraisal period as needed. This will be a joint participation by the Employee and the Rating Official. Ideally, the

performance plan should be made by consensus between the Rating Official and the Employee. However, it is not necessary that the Employee agree with the plan. Any additions or modifications to the original plan are to be initialed and dated by the Rating Official and Employee; and a copy provided to the Employee and Human Resources within 30 days. If new elements or standards are added to the plan, or elements or standards are changed, they must be approved by the Reviewing Official and become effective at the time they are given to the Employee. Performance plans must be in effect for at least 90 days before any rating or review can be performed.

- D. Performance plans serve as the foundation for the overall performance appraisal process and annually must be certified as accurate. Performance plans should be recertified within 30 days of the beginning of the annual performance appraisal period. If an Employee does not agree with the performance plan, the Employee has the option not to sign the recertification statement. In such case, the Employee should make a written statement on the document giving the reason for not signing.
- E. Performance Plan development requires effective communication between the Employee and the Rating Official. The parties agree that both the Rating Official and the Employee share this responsibility and allow sufficient time to do this thoroughly.
- F. Performance plan recertification is made at the same time as the annual performance appraisal.

Section 3. Progress Reviews (Mid-Year)

- A. The Parties agree that a formal progress review with a rating on applicable elements will be given and communicated to the Employee preferably in conjunction with a face to face meeting at least once about midway through the appraisal period (i.e., July). Performance rated at Exceptional, Level 5, Minimally Successful, Level 2, and/or Unacceptable, Level 1, must be documented. Ideally, Fully Successful ratings should be documented. The parties agree that all progress reviews be approved by the Reviewing Official.
- B. For the progress review, Employees will be given the opportunity and encouraged to provide input regarding their performance. This input may include a description of their actual achievements or contributions and/or a self-rating against their established performance standards for any or all of the elements. Employees will be given at least 5 working days advance notice to provide this input to the Rating Official. The Rating Official will give serious consideration to the Employee's input in developing the progress review.
- C. Employees will be provided a copy of the Rating Official's progress review at least two working days in advance of the Employee's meeting with the Rating Official to discuss the progress review. After reviewing the progress review, the Employee may provide a response or additional supporting information at or before the Rating Official/Employee meeting(s).

- D. At the progress review meeting(s) between Rating Official and Employee, the progress review and any additional information will be discussed. The Rating Official may revise the progress review based on these discussions. This process may require more than one meeting.

After the progress review meeting(s), the Employee and the Rating Official sign the final progress review documents, indicating the documents have been read and discussed. If the Employee does not agree with the rating, the Employee has three working days to provide a rebuttal and/or input to accompany the official record. Employees may include in their rebuttal three items: 1) the Employee's initial input; 2) the Employee's response to the preliminary progress review document; and/or 3) the Employee's response to final progress review document. Each item shall not be more than two pages. The progress review documents are signed by the Employee, the Rating Official and Reviewing Official. However, the Employee may note if he/she disagrees with the review. A copy of all documents is provided to the Employee. The original documents are filed in the appropriate Division/Office.

- E. If the Rating Official indicates that performance on an element has been less than Fully Successful, written documentation and assistance to enable the Employee to improve shall be provided. If the Rating Official indicates that an Employee's performance has been Unacceptable on one or more elements, a specific performance standard of the Minimally Successful level must be written and given to the Employee.

Section 4. End-of-Year Performance Appraisal (Rating of Record)

The Parties agree that a formal end-of-year performance appraisal with a rating on applicable elements will be given and communicated to the Employee preferably in conjunction with a face to face meeting. The performance appraisal is required between January 15 and February 15 of each year to develop a rating of record for the previous appraisal year. Performance rated at Exceptional, Level 5, Minimally Successful, Level 2, and/or Unacceptable, Level 1, must be documented. Ideally, Fully Successful ratings should be documented. The parties agree that all performance appraisals be approved by the Reviewing Official.

- A. For the end-of-year performance appraisal, Employees will be given the opportunity and encouraged to provide input regarding their performance. This input may include a description of their actual achievements or contributions and/or a self-rating against their established performance standards for any or all of the elements. Employees will be given at least 5 working days advance notice to provide this input to the Rating Official. The Rating Official will give serious consideration to the Employee's input in developing the end-of-year performance appraisal.
- B. Employees will be provided a copy of the Rating Official's performance rating at least two working days in advance of the Employee's meeting with the Rating Official to discuss the end-of-year performance appraisal. After reviewing the end-of-year performance appraisal, the Employee may provide a response or additional supporting information at or before the Rating Official/Employee meeting(s).

- C. At the end-of-year performance appraisal meeting(s) between Rating Official and Employee, the performance appraisal and any additional information will be discussed. The Rating Official may revise the performance appraisal based on these discussions. This process may require more than one meeting.

After the end-of-year performance appraisal meeting(s), the Employee and the Rating Official sign the final end-of-year performance appraisal documents, indicating the documents have been read and discussed. Upon request, Employees will be provided copies of all written documentation used in determining the rating. If the Employee does not agree with the rating, the Employee has three working days to provide a rebuttal and/or input to accompany the official record. Employees may include in their rebuttal three items: 1) the Employee's initial input; 2) the Employee's response to the preliminary end-of-year rating; and/or 3) the Employee's response to final end-of-year performance appraisal document. Each item shall not be more than two pages. The end-of-year documents are signed by the Employee, the Rating Official and Reviewing Official. However, the Employee may note if he/she disagrees with the rating. A copy of all documents is provided to the Employee when the end-of-year performance appraisal is conducted and additionally upon request. The original documents are forwarded to the Atlanta Human Resources Center for filing in the Official Personnel Folder.

- D. If the Rating Official indicates that performance on an element has been less than Fully Successful, written documentation and assistance to enable the Employee to improve shall be provided. If the Rating Official indicates that an Employee's performance has been Unacceptable on one or more elements, a specific performance standard of the Minimally Successful level must be written and given to the Employee.
- E. Management cannot prescribe a fixed distribution of ratings or any other action such as a quota system which prevents a fair rating of performance in relation to performance standards.
- F. If an Employee disagrees with his/her rating of record, he/she may file a grievance in accordance with the negotiated grievance procedure in this Agreement.

Section 5. Use of Appraisals

The distribution of cash awards for performance evaluations will be determined annually. An Employee rated as Fully Successful or Exceptional may be eligible to receive a cash award. The amount of the award will be based upon percent of pay and be consistent across CDC/ATSDR. The Performance Award Committee will recommend a percent award based upon summary statistics of final ratings and funds availability. Final approval will rest with the CDC Management Council.

A mid-year progress review or summary rating of Unacceptable during an appraisal year does not require a determination of Unacceptable rating of record for the end of year. If the Unacceptable rating comes at the end of the year, however, this rating becomes the rating of record regardless of earlier ratings.

If performance on any element is determined to be Unacceptable at any time during the rating period, the supervisor will provide assistance to help the Employee improve performance to an acceptable (Minimally Successful) level. The supervisor must, at a minimum, give written notice to the employee of his or her failure to demonstrate acceptable performance and give the Employee an opportunity to demonstrate acceptable performance under a Performance Improvement Plan (PIP). This written notification must include the following:

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

Section 6. Monitoring and Evaluating the Program

The results of any reviews by the CDC Performance Management Steering Committee or any written advice on PMAP from OPDIVs in Cincinnati will be sent to AFGE 3840 and Cincinnati Operations management within 30 days of their final transmission to other parties within CDC. Along with these PMAP reviews, CDC Performance Management Steering Committee will also send AFGE 3840 all data sets and statistical analyses of the PMAP evaluations for Employees in the Cincinnati Operations bargaining units, with all personal identifiers removed.

ARTICLE 23

INCENTIVE AWARDS

Section 1. Statement of Purpose

The Employer agrees to encourage every Supervisor to evaluate each Employee under his or her supervision for qualities of work performance or achievement meriting an Incentive Award programs (such as time off awards, on-the-spot cash special act awards, Employee of the month, and other Employee-recognition award programs). The Employer agrees to strive to increase the awareness of each Supervisor concerning the Incentive Awards Program.

Section 2. Supervisor of the Year

The Union may recognize one (1) Supervisor with an annual Union award to be presented at the annual awards ceremony. The time allowed for the presentation shall be five (5) minutes.

ARTICLE 24

OCCUPATIONAL HEALTH AND SAFETY

Section 1. Responsibilities

Maintaining safe and healthful work environments, as a shared value by the Union and Employer, is necessary for the accomplishment of the Agency's mission and contributes to a high quality of life for Employees. The Agency will provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable requirements of 29 U.S.C. 668 *et seq.* (the Occupational Safety and Health Act of 1970), Executive Order 12196, 29 Code of Federal Regulations (CFR) Part 1960, and other applicable safety and health codes.

The Employer is responsible for providing a safe and healthful place of employment and for complying with all applicable workplace related laws, rules and regulations. The Employee has the responsibility for compliance with standards, rules, and regulations applicable to his/her work. The Employer will make all reasonable attempts to ensure that all aspects of NIOSH Cincinnati Operations are covered by a safety- and health-related subcommittee. Management is committed to providing adequate financial, human and organizational resources to this effort. All time spent for Cincinnati Operations occupational safety and health program activities shall be considered hours worked and compensated by the Employer. The Employer shall comply with all NIOSH recommendations, Cincinnati Operations Safety policies, and OSHA standards relevant to NIOSH Cincinnati Operations.

Upon request, the Employer will provide the Union with information on any materials and substances used in the workplace including Material Safety Data Sheets. The Employer further agrees to provide the Union, upon request, with copies of the Employer's safety procedures, reports concerning health and safety matters (such as accident reports, industrial hygiene survey reports, injury statistics, and the OSHA injury and illness log) and summaries without individual identifiers of medical and biological monitoring data. Summaries of medical and biological information shall not be reported in such a way that an individual(s) can be identified by reporting characteristics or some combination thereof.

In circumstances where there is no legal/regulatory applicable safety or health standard, nationally recognized sources of health and safety criteria (such as consensus standards) will be utilized. Such standards, if used, will be specifically identified by the Parties to this Agreement and documented by local policy or regulation.

Section 2. Participation and Non-Reprisal

Employees are encouraged to participate in the Employer's occupational safety and health program activities. There will be no restraint, interference, coercion, discrimination, or reprisal

directed against any Employee for filing a report of an unsafe or unhealthful working condition or for participating in Occupational Safety and Health Program activities or because of the exercise by an Employee on behalf of him/herself or others of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 CFR Part 1960, or any provision of this Agreement.

Section 3. Reporting Unsafe or Unhealthy Working Conditions

Employees are encouraged to report unsafe or unhealthy working conditions either verbally or in writing to their Supervisor or the Safety Office. The identity of Employees making such complaints shall be confidential, unless the Employee specifies otherwise. Health and safety complaints may also be made anonymously to the Safety Office.

Employees have the right to refuse to perform a job or to work under conditions that they believe in good faith exposes them to an imminent danger as defined in the OSHA Act. (The term “imminent danger” means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. *29 CFR 1960.2(u)*) “Good faith” means that even if an imminent danger is not found to exist, the Employee had reasonable grounds to believe the danger existed. Employees can refuse to perform a job or work under the conditions where death or serious physical harm could occur before the safety office or OSHA can investigate the problem

Section 4. Grievance

Any grievance arising under this MOU may be pursued through the grievance procedure after normal hazard reporting mechanisms have been exhausted.

Section 5. Safety and Health Committee and Subcommittees

- A. The Employer and Union agree to establish a safety and health committee comprised of at least one representative (and alternate) each from the Union and Management. The Safety Officer will serve as a Non-Voting member of the committee. Bargaining unit Employees shall be appointed by the Union. Non-bargaining unit Employees shall be appointed by the Employer.

The safety and health committee shall develop its own charter and shall submit it for approval to the Associate Director for Management, NIOSH.

- B. The function of the safety and health committee is to strengthen the Safety and Health Program, through the following activities:
- Establish subcommittees and approve their charters.
 - Recruit/approve membership of the subcommittees that reflect the necessary expertise and interest
 - Meet monthly, and review reports from all subcommittees

- Provide oversight/coordination of the subcommittees
- Promote Employee health and safety education
- Ensure appropriate Employee safety and health training is provided for work on-site and in the field
- Assist in and monitor facility safety and health inspections at least quarterly
- Provide recommendations to correct violations
- Evaluate overall safety program effectiveness, including effectiveness of subcommittees
- Prepare an annual evaluation of the safety and health program for the Cincinnati Operations
- Make recommendations on programs/projects that require funding to the Management Operations Officer, CBO and the Union

C. The occupational health and safety subcommittees shall report their activities and recommendations periodically as determined by their charters to the safety and health committee. These reports shall include measurable performance indicators reflecting each subcommittee's scope of responsibility. The intent of these reports shall be to provide communication and feedback between Employer and the Union and the safety and health subcommittees regarding programmatic needs, resource allocation and progress toward current occupational health and safety goals.

D. An annual report will be prepared by the Safety Officer in conjunction with the safety and health committee and submitted to the CBO, Union President, and each Division/Office/Lab Director for all-hands dissemination. The annual report will consist of a comprehensive review of the safety program including the measurable performance indicators of the subcommittees and corrective actions.

Section 6. Training and Awareness

The Employer agrees to ensure that Employees are provided with occupational safety and health training needed to perform their tasks safely. No Employee shall be required to perform duties involving hazards without receiving training that identifies the hazard, the proper work methods, safety rules and practices, and protective measures and equipment to be used. The Employer shall notify the Union regarding any safety and health study or investigation performed at NIOSH Cincinnati Operations and the recommendations contained in the report

The Employer shall publicize on a recurring basis – at least annually - all safety awareness programs and the provisions and procedures for elimination of safety and health hazards.

Section 7. Personal Protective Equipment (PPE)

The Employer agrees to provide and maintain where necessary required personal protective equipment (PPE), devices and clothing without cost to Employees and to train Employees on the use of required PPE in accordance with NIOSH recommendations and OSHA standards. Respirator fit testing shall be provided to all Employees who may have occasion to use a respirator, whether the use is voluntary or Employer-mandated. The use of PPE, where

determined by the Employer to be necessary, is mandatory for all affected Employees. The Union agrees to encourage Employees to adhere to the provisions of this Section.

Section 8. Biological monitoring, medical surveillance, and other medical examinations

- A. The term "duly qualified health practitioner" shall include those practitioners accepted by the Department of Labor for purposes of the Federal Employee's Compensation Act or specified in regulatory standards for OSHA-mandated medical surveillance.
- B. The Employer shall, when required by OSHA standards or recommended by NIOSH, provide (a) biological monitoring and medical surveillance medical examinations) appropriate to the work-related hazards to which Employees may be exposed (e.g., asbestos, lead, noise); and (b) a work history, a medical history, medical evaluations, and medical consultation as appropriate to determine fitness for duty, including ability to wear any required PPE (e.g., respirators and protective suits) under conditions expected when using PPE . When OSHA does not require a medical evaluation, but nationally recognized sources recommend biological monitoring or medical examinations for a known work-related hazard, the safety and health committee will determine appropriate actions.
- C. The Employer (or designee) will inform Employees about the purpose(s) of the biological monitoring, medical surveillance, and other medical examinations:
- the importance of the examinations to the health of the Employee
 - how the results of the examinations will be used (for example, to medically clear Employees to use respiratory protection)
 - how confidentiality of medical information will be maintained
 - that the Employee's participation is voluntary
 - that the medical determination (e.g., inability to wear respiratory due to a medical reason) will not be used as a basis for disciplinary or adverse action
- D. An Employee who chooses not to participate in all or part of any OSHA-required examinations must decline participation in writing. An Employee shall not be disciplined in any way if he/she declines to participate. Under no circumstances shall an Employee be required to sign a release statement or any language purporting to release the Employer from any liability under any law as a result or refusal to take part in any biological monitoring or medical examination.
- E. Medical information obtained from these examinations may be used to modify or restrict an Employee's job activities when the evaluating physician or other duly qualified health practitioner determines that the Employee's health status may adversely affect the safety and health of the Employee, co-workers, or general public.
- F. All Employee medical information and records shall be considered confidential. Confidential records and information shall be protected and retained in accordance with 29 CFR 1910.1020 and the Health Insurance Portability and Accountability Act (HIPAA). At the end of each evaluation, the Employer's designated health practitioner will offer each Employee

or their designated medical provider(s) a copy of their current medical results with interpretations, copies of any current monitoring results and interpretations of the Employee's work environment, upon request, the Employer shall provide each Employee or their designated medical provider(s) a copy of the Employee's earlier medical records. All copies shall be furnished at the expense of the Employer.

- G. If an Employee has selected their own duly qualified health practitioner and their practitioner's diagnosis regarding a work-related condition is not substantially in agreement with the findings of the Employer's medical provider, the Employee may request a third duly qualified health practitioner from the Employee's geographic area to make an independent assessment at the Employer's expense. The third opinion shall be a physician jointly selected by the Employee's and the Employer's health practitioners and shall have expertise pertinent to the case under consideration.

Section 9. Procedures for Job-related Injuries and Illnesses

Employees will report all work-related incidents, injuries, and illnesses to the Cincinnati Operations Safety Office or Supervisor. The CDC Incident Report Form 0.304 shall be completed by the Supervisor and sent to the Cincinnati Operations Safety Office. The Supervisor will provide a copy to the Employee.

Working with the Cincinnati Operations Safety Office, the Supervisor or Safety Officer should file a Form CA-1 to report a traumatic injury and submit a claim for continuation of pay or compensation. Form CA-2 should be filed for an occupational disease and claim for compensation. If the Employee's injury prevents the filing of the appropriate report form, the Supervisor or Safety Officer should submit it. Form CA-1 must be filed within two days after the injury to obtain continuation of pay for a disabling traumatic injury. Form CA-2 should be filed within 30 days. In any event, a claim for compensation benefits (as distinguished from continuation of pay for a disabling traumatic injury) must be filed within three years.

When an Employee on duty requires treatment away from the activity because of a job-related injury or illness, the Employer shall provide transportation for the Employee on the day that the on-the-job injury or illness occurred. The applicable provisions of the Federal Employee's Compensation Act, as administered by the Office of Workers' Compensation Programs (OWCP), Department of Labor, shall be given to Employees. The Employer (or designee) shall assist the Employee in filing all necessary forms.

Section 10. Restrooms

The Employer shall provide, maintain, and supply a sanitary napkin and tampon machine in all women's restroom in each building controlled by NIOSH. The Employer shall also provide sharps containers in all restrooms for the disposal of needles or lancets. Use of these containers by Employees generating personal sharps shall be mandatory, even if the sharp is self-sheathing.

Section 11. Health Services

The Employer agrees to operate and maintain health unit facilities and provisions of occupational health services at Cincinnati Operation facilities within budgetary constraints. Occupational health services may include walk-ins, biological monitoring, medical surveillance, medical examinations, and clearances. The health units will be stocked with equipment and supplies to handle emergencies which are likely to arise in the facility during health unit hours of operation. Policies and procedures will be established for handling medical emergencies outside of the health unit hours. First aid kits will be made available and maintained by the Employer in all buildings for non-life threatening medical emergencies.

Section 12. Indoor Environmental Quality (IEQ)

The Employer will respond to concerns submitted to the facility engineer or safety officer by Employees or Supervisors. Emergent concerns will be addressed to OAMS Office or the maintenance contractor immediately. Due to the complex nature of IEQ concerns, ad hoc working groups will be established on a case-by-case basis and will include technical expertise relevant to the specific concern.

Section 13. Ergonomics

Consultation on ergonomic concerns may be requested from the NIOSH Cincinnati Safety Office by an individual Employee or the Employee's Supervisor. Any recommendations resulting from an ergonomics consultation will be made to the Employee's Supervisor. The Union President (or designee) will be notified upon completion of an ergonomic consultation in the Bargaining Unit. Recommendations that will require the use of funds or the modification of work patterns will be fully justified. The Employer will pay for the implementation of recommendations.

ARTICLE 25

HEALTH PROMOTION PROGRAM

Section 1. Statement of Purpose

A Health Promotion Program will be established at NIOSH Cincinnati Operations for the health and benefit of its Employees. The Health Promotion Program shall include workplace programs for physical fitness, weight control, nutrition, stress management, smoking cessation and substance abuse.

Section 2. Health Promotion Committee

A Health Promotion Committee will be established with two (2) Management representatives, two (2) Union representatives, one OAMS representative, and two (2) other representatives agreed to by the Parties. The Health Promotion project manager would serve as a resource, nonvoting member. The Committee shall develop and annually review a charter.

All committee business will be considered as hours worked without charge to leave for any committee member. The Committee will be responsible for monitoring and reviewing utilization of Health Promotion activities and shall encourage Employee participation in the Health Promotion Program. The Health Promotion Program and activities shall be subject to the review and approval of the Union President (or designee) and the Collective Bargaining Official.

Section 3. Health Promotion Program Fees

No fees shall be assessed for the use of the Health Promotion Program activities or facilities by the Employees. Any charges to Employees for Health Promotion programs shall be formally negotiated between the Union and Management.

Section 4. Periodic Health Evaluations

Periodic Health Evaluations (PHEs) will be offered to all Employees who are not covered by the Medical Surveillance program, subject to the availability of funds. PHE results will be handled in accordance with HIPAA; only aggregate PHE statistics will be available to individuals or groups involved in monitoring or reviewing the Health Promotion program's effectiveness.

Section 5. Exercise Classes, Equipment and Facilities

The Employer will set aside areas with sufficient space for exercise classes and equipment at the Taft, Taft North and Hamilton facilities. Shower facilities and dressing rooms shall be in close proximity to the exercise areas. Exercise and shower rooms will be available to Employees during those hours when the guard is on duty in the building.

ARTICLE 26

GRIEVANCE PROCEDURE

Section 1. Statement of Purpose

The purpose of this Article is to provide a method for prompt and equitable settlement of grievances between any Employee and Management.

Section 2. Definitions

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

- A. by any Employee concerning any matter relating to the employment of the Employee;
- B. by the Union concerning any matter relating to the employment of any Employee or;
- C. by any Employee, the Union, or the Employer concerning -
 - 1. the effect or interpretation or a claim of breach of a collective bargaining agreement;
 - 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Statement of Principles

Many grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate Supervisory level with the Steward. The Employer and the Union agree that every effort will be made by the Parties to settle grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably on an Employee's good standing, performance, or loyalty or desirability to the Agency. Reasonable time during working hours will be allowed for Employee and Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with Employer officials.

Section 4. Union Role

This negotiated procedure shall be the exclusive procedure available to the Union and the Employees in the Bargaining Unit for resolving such grievances except as provided in Section 10 of this Article.

Section 5. Employee Options

Employees shall have the following Appeal and Grievance Options:

- A. Pursuant to the provisions of the 1978 Civil Service Reform Act, it is agreed that Employees have the option of appealing decisions concerning discrimination, adverse actions, and removal or reduction in grade based on unacceptable performance to the appropriate statutory authority or, in lieu of an appeal to the statutory authority, may file a grievance under the provisions of this Article, but not both. Adverse action is defined to include removal, suspensions for more than fourteen (14) days, reduction in grade or pay, or furlough for thirty (30) days or less.
- B. An Employee shall be deemed to have exercised his/her option to raise the matter under either the statutory procedure or this procedure at such time as the Employee timely initiates an action under the applicable procedure or timely files a formal grievance, in

writing, under this procedure, whichever event occurs first. Therefore, Employees have the right to request a meeting with a Union representative and an AHRC representative to discuss procedures for filing appeals under the statutory procedures and grievances under the provisions of this Article before deciding which alternative would be most appropriate. This is important since a written election of either alternative automatically eliminates the other alternative.

- C. The provisions of this Section do not prejudice an Employee's right to request the Merit System Protection Board or the Equal Employment Opportunity Commission, as appropriate, to review a final decision on the grievance in accordance with the provisions of the 1978 Civil Service Reform Act.

Section 6. Variances to Procedures

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

Section 7. Procedures for Grievances Concerning a Continuing Practice or Condition, or a Particular Act of Occurrence

Step 1. Except as provided in Section 6, a grievance concerning a continuing practice or condition may be presented at any time. A grievance concerning a particular act or occurrence must be presented within fifteen (15) work days of the date of that act or occurrence or within fifteen (15) work days of the date which the Employee became aware of that act or occurrence. This time limit may be extended for good cause shown by the Employee. The grievance shall be submitted in writing by the Employee or his/her representative to the Management official at the level where the conflict occurred and the Collective Bargaining Official (CBO) will be copied on the notification. The written grievance shall: (a) state that the grievance procedure is being invoked; (b) identify the facts giving rise to the grievance; (c) state the agreement provisions, laws, rules and regulations which it is claimed were violated; and (d) state the remedy requested. A meeting shall take place, at the Employee representative's request, to present and discuss the grievance. Both Parties agree to solve grievances at the lowest possible organizational level. When a representative is designated in a grievance, all communications on the matter will be through the representative.

The Supervisor shall give his/her written decision within ten (10) workdays. The decision will include the name of the Employer representative to receive the Step 2 grievance.

The Employee may represent himself/herself or may be represented by a Union representative. If the Employee presents a grievance directly to the Employer for adjustment consistent with the terms of this Agreement, the Local shall have the right to have an observer present throughout the grievance process.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance will be presented in writing by the grievant(s) to the Management official designated to receive Step

2 complaints within seven (7) workdays after receipt of the first step decision. The Management official receiving Step 2 complaints shall give his/her written decision within seven (7) workdays after receipt of the grievance and furnish copies to all Parties concerned.

Step 3. If a satisfactory settlement has not been reached at Step 2, the grievance will be presented in writing by the grievant(s) to the CBO or his designee within seven (7) workdays after receipt of the decision. The CBO or his designee shall give a written decision within seven (7) workdays after receipt of the grievance and furnish copies to all Parties concerned. The decision of the CBO is final subject to arbitration if invoked as outlined in the Arbitration Article.

Section 8. Procedures for Grievances Concerning an Action or Decision Above the First-level of Supervision

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

Grievances under this Section shall be filed within fifteen (15) workdays of the action or decision, except in the case of a grievance concerning a continuing practice or condition which may be presented at anytime. The CBO (or designee) and Local President (or designee) will meet within five (5) working days of receipt of the class action type grievance. The CBO (or designee) shall give the Local President (or designee) his written answer on a class action type grievance within ten (10) working days after this meeting. If the class action type grievance is not settled by this method, the Union may refer the matter to arbitration.

Section 9. Procedures for Grievances Involving an Adverse Action Against an Employee

A grievance which involves an official reprimand, suspension, removal, reduction in grade or pay, furlough, or reduction-in-force action shall be submitted in writing by the Employee(s) to the CBO within twenty (20) calendar days of the final notice of action. The CBO will have seven (7) workdays in which to answer the grievance in writing. The grievance could then be referred to arbitration as outlined in the Arbitration Article.

Section 10. Matters that are Not Considered Grievances

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 Public Law 95-454 (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. Suspension or removal under 5 USC, Section 7532 (concerning national security);

- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction in grade or pay of an Employee;
- F. Separations of probationary Employees during their one year probationary period.

ARTICLE 27

ARBITRATION

Section 1. Procedures for Failure to Settle a Grievance

If the Employer and the Union fail to settle any grievance processed in accordance with the procedures outlined in Article 26 (Grievance Procedure), then such grievance shall, upon written request by either Party, be referred to arbitration. Such written request must be submitted to the other Party not later than ten (10) workdays following the receipt of the written decision at the third step. Arbitration may be invoked only by the Employer or the Union.

Section 2. Procedures for Arbitration

The Parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator within ten (10) workdays from the date of receipt of a valid arbitration request. If agreement cannot be reached, the Parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) impartial persons qualified to act as arbitrators.

Within seven (7) calendar days of receipt of the list, the Parties shall alternately strike one name at a time until one name remains on the list. The remaining name shall be duly selected as the arbitrator. In the event the remaining name is mutually unacceptable to the Parties, a new list may be jointly requested from FMCS and names struck as above with additional time limits established.

Section 3. Procedures When Both Parties Do Not Agree on the Selection of an Arbitrator

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. Procedures for Determining the Issue for Arbitration

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. Limits on Arbitrator's Authority

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

Section 6. Procedures for Arbitrator

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) calendar 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. The arbitrator's award shall be binding on the Parties except as outlined in Section 10.

Section 7. Procedures for Arbitration

By mutual consent, arbitration may be conducted as an oral proceeding with no verbatim transcript and no filing of briefs. The Parties may jointly request and share in the cost of a verbatim transcript. In the event only one of the Parties desires a transcript of the proceedings, that Party shall be responsible for the full cost of the transcript. If the other Party later requests a copy of the transcript, that Party shall pay for half of the original cost.

Section 8. Procedures Concerning Disputes about the Arbitrability of an Issue

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

Section 9. Arbitration Fees and Expenses

All fees and expenses of the arbitrator shall be shared equally by the Parties. Costs of witnesses who are not Cincinnati Operations Employees shall be borne by the Party requesting the appearance of said witness. Arbitration hearings shall be held during normal business hours, Monday through Friday, in the Cincinnati area. Definite and precise arrangements on the exact date, time and place of the hearing will be made by the Parties prior to the hearing date. A hearing room utilizing mutually acceptable government space shall be supplied by the Employer. All Cincinnati Operations participants in these hearings shall be on official time if otherwise in duty status. Overtime will not be authorized for attendance at arbitration hearings.

Section 10. Procedures for Filing Exceptions to the Arbitrator's Award

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 construed as the date of receipt of the decision by the Parties by registered mail, return receipt.

Section 11. Employee Rights Outside of Arbitration

Nothing in this Article shall prohibit an Employee from seeking relief from the appropriate judicial system.

ARTICLE 28

POSITION CLASSIFICATION /APPEALS

Section 1. Statement of Purpose

The Employer and the Union agree that ideally position classifications should be comparable among all Employees with the same duties and responsibilities in the Centers for Disease Control and Prevention. Supervisors are strongly encouraged to exercise good position Management and restructure positions within their organizational unit to reflect greater duties and responsibilities wherever feasible, thus enhancing opportunities for positions to be upgraded. Concerns pertaining to position classification and grade comparability will be an agenda item for the labor-Management meetings covered in the Labor-Management Cooperation Article.

Section 2. Position Description

Each Employee will be furnished a copy of his/her position description. Any Employee will also be furnished a replacement copy upon request. Copies of subsequent changes made to the Employee's job descriptions will be furnished to the Employee. Copies of new position descriptions will be furnished to the Union.

Section 3. Inaccurate or Improperly Classified Position Descriptions

An Employee who believes that her/his position description is inaccurate or improperly classified should consult with her/his Supervisor. If the situation is not resolved, the Employee may request a discussion and/or desk audit with her/his AHRC Specialist. If the Employee still believes the position to be improperly classified, the Employee may file a classification appeal in accordance with applicable regulations. Necessary procedural assistance will be provided an Employee filing a classification appeal.

Section 4. Employee Representation

In pursuing an appeal of a position description, Employees may be accompanied, represented, and advised by a representative of her/his own choosing in the discussions with her/his Supervisor or representative of the AHRC responsible for Cincinnati Operations.

Section 5. Work Time for Appeal

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

ARTICLE 29

CONTRACTING OUT OF BARGAINING UNIT WORK

Section 1. Employer Notification of Possible Contracting Out of Work

The Employer agrees to provide the Union with background and scope of work statements when developed that may result in contracting out of work presently being performed by Bargaining Unit Employees. Furthermore, The Employer agrees to keep the Union apprised of developments concerning its consideration to contract out such work, including all pertinent information requested; i.e., feasibility studies, cost/benefit analyses, manpower levels, and positions affected (including grade and descriptions).

Section 2. Prior Notification of Request for Proposal or Bid for Contracting of Work

The Employer agrees to give notice to the Union prior to the issuance of a request for proposal or invitation for bid for the contracting of work which is being conducted by Bargaining Unit Employees.

Section 3. Exclusion from Provisions of This Article

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.

Section 4. In Case of Work Overload of Cincinnati Operations Employees

If an overload of work should occur in any section of Cincinnati Operations and it cannot be handled by the Employees, the Employer will first consider overtime for the affected Employees. The Employer will discuss with the Union ultimate ways of handling the situation and the effect on the morale of the Employees.

Section 5. Restriction of Contractor as Supervisor of Bargaining Unit Employees

No Bargaining Unit Employee shall be under the administrative supervision of a contractor.

ARTICLE 30

CHILD CARE ASSESSMENT COMMITTEE

Section 1. Statement of Intent

The Employer agrees to recognize the value of families and other individuals who may contribute emotional support to Employees and will actively seek to implement policies which support these bonds. The Employer acknowledges that flexibility in job schedules provided by maternity leave, child rearing leave, and part-time jobs and flexibility in travel assignments contributes to the maintenance of such bonds. The Employer acknowledges that on-site child care may contribute to Employee efficiency.

Section 2. Child Care Committee

A child care committee consisting of four (4) members, two (2) appointed by the Employer and two (2) appointed by the Union will meet quarterly, or as needed, on work time, to review child care options for Cincinnati Operations Employees. The committee will make recommendations regarding child care to the CBO and Union President (or their designees) including assessing the need, location, partnering locally with other Federal Government agencies, possible impact of CDC Childcare Subsidy program, eligibility, etc. The Employer will provide a written response regarding these recommendations within 15 working days.

Section 3. Child Care Center

If the Child Care Committee makes a recommendation that a child care center is feasible for Cincinnati Operations, then this Article shall be opened for negotiations.

ARTICLE 31

DUES DEDUCTIONS

Section 1. Legal Basis

The Parties agree that the provisions of this Article are subject to and will be governed by Public Law 95-454 as amended and applicable Federal laws.

Section 2. Conditions for Eligibility for Voluntary Allotments for Payment of Union Dues

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 a Bargaining Unit covered by this Agreement; and,

C. Have a regular net salary, after other legal and required deductions sufficient to cover the amount of the authorized allotment for dues.

Section 3. Procedures for Employer

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. Any change in the dues structure will be made by the Union as deemed necessary.

Section 4. Procedures for Employees to Initiate Allotments

Employees will authorize voluntary allotments for payment of dues by initiating form number SF-1187. The Union will make the forms available to its members as appropriate and forward the completed forms to the AHRC payroll processing activity. Deductions for allotments will begin to be made for the first complete bi-weekly pay period following completion of processing of the allotment form number 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. Procedures for Employees to Revoke Allotments

An Employee may revoke his/her deduction by submitting an SF-1188 once a year during a period from seven days prior to seven days after the anniversary date on which they joined the Union. The request, in duplicate, should be submitted to the AHRC payroll processing activity. Except as outlined above, revocations will be effective on the first full pay period after the request is received by the AHRC payroll processing activity. The Employee must provide the Social Security Number in the Identification Number block on the form number SF-1188.

Section 6. Conditions of Termination of Allotments for Union Dues

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;
- C. If the Employee is separated from HHS or is reassigned, promoted, or transferred from a Bargaining Unit to a part of the Department where the Union does not have exclusive recognition.

Section 7. Informing Employees and Payroll Processing Activities about Terminating Allotments for Union Dues

The Union agrees to:

- A. 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;
- B. Inform AHRC payroll processing activity of the name of any participating Employee who has been expelled or ceases to be a member in good standing in the Union within fifteen (15) days of the receipt of final determination.

Section 8. Remittances and Reports

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

ARTICLE 32

AGENCY RECORDS OF EMPLOYEES

Section 1. Access to Official Personnel Folder

Employees may view their electronic Official Personnel Folder (eOPF) at any time via eOPF system and will be notified via e-mail when anything new has been added to their eOPF.

Section 2. Employees Placing Information in the eOPF

Employees may request placement of pertinent information in their eOPF with AHRC HRMO as long as it does not violate Office of Personnel Management guidelines.

Section 3. Letter of Reprimand

Affected Employees will be notified via e-mail of the placement of any letter of reprimand, or similar report of disciplinary action, in his/her eOPF. Letters of reprimand will not be retained in the eOPF in excess of two (2) years. It is the responsibility of the division/laboratory/office that issued the reprimand to notify Atlanta Human Resources Center (AHRC) to remove the reprimand in a timely manner. AHRC will remove the reprimand and notify the Employee of its removal.

ARTICLE 33

FACILITIES RELOCATION/CONSOLIDATION

Recognizing the potential economies of both dollars and personnel which may be realized by having NIOSH components located in as few facilities as possible, the Parties agree to negotiate the impact and implementation of relocation and/or consolidation of facilities. The Parties will participate in the development of site selection criteria (e.g., public transportation, commuting distances, access to other stakeholders, health and family responsibilities, and impact on diversity of the workplace).

The Union will represent Employees as appropriate, on issues including but not limited to transportation, communication of plans to potentially impacted members of the Bargaining Unit.

ARTICLE 34

ADVERSE WORKING AND/OR WEATHER PROCEDURES

Section 1. Statement of Purpose

The Parties recognize that there are certain circumstances that may call for a decision.

- A. To release Employees after the beginning of the workday;
- B. To delay opening of the facilities on a workday;
- C. Not to open the facilities on a workday.

The circumstances that are most likely to occur are addressed in this Article.

Section 2. Utility Systems, Environmental and Weather Emergencies

Malfunctioning or inadequate cooling, heating, or ventilating equipment, particularly when combined with outside temperature extremes, could create abnormal working conditions inside buildings. When these conditions occur, the following procedures will be used:

- A. Prompt attention shall be given to the correction of the equipment malfunctions or inadequacies; concurrently, maximum attention shall be given to interim measures for making the affected work places as healthful and comfortable as possible. Until a decision is reached to dismiss Employees, Supervisors are to be liberal in granting leave to Employees requesting it.
- B. Excused absences without charge to leave may be granted when climatic conditions are such that Employees' personal well-being is endangered. The designated official will be

responsible for this decision. The Union may provide input to the designated official regarding this decision.

- C. When Level Three (3) snow emergencies are declared for Hamilton County, Cincinnati Operations will be closed. If a Level 3 emergency is declared in an Employee's county of residence, or a county enroute to Cincinnati Operations, the Employee will be granted excused absence without charge to leave.

Section 3. Procedures

A. When the decision to close the facility occurs during normal working hours:

1. Those Employees at work will be granted excused absence when the facility is officially closed;
2. Those Employees who leave early will be granted appropriate leave until the facility is officially closed, and then excused absence without charge to leave will be granted for the remainder of the closure;
3. Those Employees who are unable to report to work will be granted appropriate leave until the facility is officially closed, and then excused absence without charge to leave will be granted for the remainder of the closure;
4. Those Employees who have been granted annual or sick leave in advance will not be granted excused absence without charge to leave.

B. When the decision to close or delay the opening of the facility occurs before normal working hours:

1. An effort will be made to establish a recorded message which the Employees can call to be informed of the current facilities operation schedule;
2. Every reasonable effort will be made to inform the local radio and television stations of the facilities closure;
3. A liberal leave policy will normally be in effect; and when it is not in effect, the recorded message will so state.

Section 4. Occasional, Unavoidable Circumstances

Employees may be granted excused absence without charge to leave for up to 59 minutes in the case of occasional, unavoidable circumstances.

ARTICLE 35

PARKING

Section 1. Free Parking for Employee

The Employer agrees to provide free parking accommodations where available for all Employees at locations owned or leased by the Employer or where the Employer controls the parking. This space will be made available to Employees equitably excluding only those spaces reserved for government owned vehicles, visitors, Employees with a bonafide physical disability, Union, Management officials, Employee of the Month Award and Employee Appreciation Award. Two (2) of the spaces at the Hamilton and Taft locations and one (1) space at Taft North will be reserved for Union personnel. At other Cincinnati Operations work locations where parking is not under the control of Cincinnati Operations, the Union and the Employer will together endeavor to obtain and provide adequate free parking accommodations for all Employees.

Section 2. Medical Condition Parking Spots

OAMS assigns specific medical condition parking spots to individuals who have a medical need. Employees may request use of medical condition spots through OAMS or ask the Union to make the request on their behalf. OAMS may ask the requester to substantiate the reason for the request, such as provision of documentation of a medical restriction. OAMS will notify the requesting Employee of the decision about the parking spot within one (1) business day of the request or, if medical documentation is required, upon receipt of documentation. In accordance with Employee rights to medical privacy and confidentiality, medical documentation should not include personal medical information.

Section 3. Safe Conditions of Parking Facilities

The Employer agrees to maintain parking facilities owned or leased by the Employer in a safe condition, reasonably free of loose stones, potholes, ice, snow, and other controllable hazards.

Section 4. Lighting and Security for Parking Facilities

The Employer agrees to provide lighting and security surveillance for parking facilities owned or leased by the Employer to discourage theft or damage to vehicles or contents of Employees' vehicles or injury to Employees.

ARTICLE 36

USE OF FACILITIES

Section 1. Space for Meetings

The Employer agrees that facilities shall be made available for meetings of the Union in each establishment during the non-duty hours of the Employees involved. Request for space utilization will be made in accordance with standard Cincinnati NIOSH procedures. Use of space shall be granted if it is available, the request is reasonable in need, the use will not disrupt the business of the Employer, and the use is not precluded by official need. The Union agrees to comply with normal safety, security, and utilization policies and regulations concerning facilities made available.

Section 2. Space for Maintenance of Union Materials

The Employer will provide up to one hundred (100) square feet of space at both Cincinnati Operations buildings (Hamilton and Taft) for maintaining Union materials.

Section 3. Privacy for Employees to Meet with Stewards

Employees are entitled to privacy when discussing their grievances and complaints with their stewards.

Section 4. Union Bulletin Board

A bulletin board shall be made available to the Union at all Cincinnati NIOSH facilities at a place well-traveled for the display of appropriate Union literature.

Section 5. Use of Communication Resources

The Employer agrees that the Union may make use of the communication resources for official Union business. The communication resources include, but not limited to telephones, interoffice mail, photocopiers, printers, scanners, facsimile equipment, computers, the Internet and teleconferencing capabilities. These resources shall be made available to the Union for representational business providing the use will not disrupt the business of the Employer and the use is not precluded by official need. When there is an official need, the Union representative will immediately relinquish use of the equipment.

Section 6. Union Mail

The Employer agrees to furnish the Union a mail stop at each Cincinnati facility and will permit the Union use of the 4676 Columbia Parkway address for its incoming mail.

ARTICLE 37

GENERAL PROVISIONS

Section 1. Copies of the Agreement

The Employer will reproduce and make available to the Union sufficient copies of this Agreement so that each Employee in the Bargaining Unit may receive a copy. Electronic version of the Agreement will be available on the Cincinnati Operations intranet and a hard copy upon request to any Employee.

Section 2. Information for Employer to Give to Eligible Employees Entering on Duty

Eligible Employees entering on duty with the Employer will be given information concerning types of general benefits available to them, (e.g. health, dental, life insurance, etc.) including AFGE benefits.

Section 3. Retirement Counseling

An Employee who contemplates retirement may contact AHRC directly and receive retirement counseling by the appropriate HRMO representative.

Section 4. Orientation Program for Eligible Employees Entering on Duty

The Employer will establish an orientation program for all eligible Bargaining Unit Employees entering on duty at Cincinnati Operations. As part of the program, a packet shall be provided which will include a current copy of this Agreement, and additional materials as the Employer deems appropriate. The Management and Facilities Operations Officer is responsible for coordinating a formal orientation annually. The rights and obligations of Employees under Civil Service laws, rules and regulations will be included as a part of these discussions. An opportunity will be provided for brief presentations by the Union and Federal Employees' credit unions.

Section 5. Notification of the Names of Eligible Employees

The Employer agrees to furnish to the Union President the names of Bargaining Unit eligible Employees entering on duty with the Agency within fifteen (15) workdays after the entrance on duty date.

ARTICLE 38

REOPENER

Section 1. Conditions and Procedures for Renegotiation

In the event it is found that Sections of this Agreement are defective, unworkable or outdated, 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 2. Reopeners for Legal Reasons

In the event that any law of the Government of the United States renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

Section 3. Basis for Non-negotiable Issues

This Agreement will be reopened for negotiations on those issues previously held to be non-negotiable by either Party in the following circumstances:

- A. The Union or the Employer withdraw their claim of non-negotiability, or;
- B. The FLRA declares an issue to be negotiable Negotiations shall commence within thirty (30) days of a decision in (A) or (B) above. Negotiations shall be conducted under the ground rules for negotiating this Agreement. Agreements reached will be included as part of this Agreement and will have the same duration.

ARTICLE 39

DURATION OF AGREEMENT

Section 1. Term of Agreement

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

Section 2. Automatic Renewals

The Agreement shall be automatically renewed for the same time period as specified in Section 1 unless either party gives the other party notice of its intention to renegotiate all or any part of

this Agreement no less than sixty (60) nor more than one hundred and twenty (120) calendar days prior to its expiration date.

Section 3. Negotiations and Extensions During Negotiations

In the event notice is given in accordance with Section 2 the Parties shall begin negotiations not later than 30 calendar days prior to the date of expiration. If negotiations are not concluded prior to the expiration date this Agreement shall be extended until the new Agreement receives final approval.

ARTICLE 40

USE OF TOBACCO PRODUCTS

Section 1. Shelters

The Employer agrees to maintain one enclosed, outdoor smoking shelter for each Cincinnati Operations facility. At the time of this agreement, there are three facilities: Robert A. Taft Laboratories, the Taft North facility, and the Alice B. Hamilton facility. All shelters are made of Plexiglas, not sealed, have an open entrance (three sides + roof), and have installed a manually-controlled heating element designed to heat the shelters. All shelters are 5 feet wide, 9 feet long, and 7 to 8 feet in height. Replacement shelters will be purchased and installed if it becomes necessary. Existing shelters will not be relocated unless by mutual agreement, and the parties agree to alternative sites. The Taft smoking shelter is located in the back of the building. There will be a sidewalk or walkway leading from the B3 main entrance to the shelter. The Taft North smoking shelter is located in the back of building T-10. The Hamilton smoking shelter is located across from the doorway located midline on the north side of the building. The enclosed area is against the far wall formerly utilized for automobile parking and occupies two parking spaces.

Section 2. Prohibited Use of Tobacco Products – GSA Vehicles

Use of tobacco products will not be permitted inside any Cincinnati Operations facility, in the front of any facility, nor in the areas that are used as main ingress or egress to each facility. Use of tobacco products will not be permitted in Government vehicles.

Section 3. Tobacco/Smoking Cessation Programs

The Employer agrees to provide free tobacco/smoking cessation programs during working hours, annually, for the benefit of Employees. We are in agreement with the current Employer policy of sponsoring free tobacco/smoking cessation programs during working hours with free nicotine replacement for Employees participating in the Employer-sponsored tobacco/smoking cessation programs. Employees shall be allowed to attend at least one of the Employer sponsored tobacco/smoking cessation programs per calendar year. However, no Employee will be coerced to enter any tobacco/smoking cessation program.

Section 4. Prohibition of Sale of Tobacco Products

Sale of tobacco products shall be prohibited in Cincinnati Operations' facilities.

ARTICLE 41

KEYCARD AND ITSO ACTIVITY

Section 1. Key Card Access System

The sole purpose of the key card access is for security and safety. The key card access system is to restrict non-authorized individuals from gaining access to Cincinnati Operations facilities. Information shall not be given on individual Employees from the key card access system. Supervisors shall not be given access to information about individual Employees collected by the key card access system.

In urgent situations, the keycard access may be utilized to determine if Employees may have entered Cincinnati Operations facilities. This access is intended for the sole purpose of the Employees safety and wellbeing.

Security staff shall not provide Employees' arrival or departure information from the key card access system other than in urgent situations.

Section 2. Computer Log In

Employees' computer login shall not be used as a time and attendance or verification tool.

Section 3. Information Technology

Tracking and monitoring technologies available through the Information Technology Services Office (ITSO) shall not be used to track Employee performance.

ARTICLE 42

TITLE 42 FELLOWS

Section 1. Definition of Title 42 Service Fellows

Service Fellows are part of the CDC Fellowship Program. Service Fellows are appointed under the authority of Title 42 United States Code, §209 (f), (g), and (h). Title 42 Fellows are not competitive service Employees, but they are federal Employees and are eligible for federal

benefits. Since 2004, Title 42 Fellows have been part of the Cincinnati Operations Bargaining Unit.

Section 2. Statement of Intent

Title 42 fellows are part of the Bargaining Unit and are subject to all the protections, obligations and benefits described in this contract, unless precluded by the CDC Fellowship Program Policy or specific visa/immigration limitations. Compensation is determined by the CDC Fellowship Program Policy as applied by the NIOSH Peer Review Board.

Section 3. Advantages of the Title 42 Fellowship Program

Positive consequences of the CDC Title 42 Fellowship Program are the introduction and incorporation into NIOSH of Employees with newer technological expertise, fresh ideas and perspectives. In addition, Title 42 Fellows increase the diversity of the NIOSH workforce. The Employer will inform the President of AFGE 3840 or designee of Title 42 fellowship hires.

Section 4. Performance Evaluation of Fellows

Title 42 Fellows are evaluated according to the provisions of the Performance Management Appraisal Program (PMAP) article of this contract, with the exception that a Title 42 Fellow who receives an Exceptional rating of record is not eligible for a QSI. In lieu of a QSI, the Employee will receive a cash award as specified in the PMAP article of this contract

Section 5. Fellowship Step Increases and Tracking System

The parties agree that Title 42 Fellows with at least Fully Successful performance will be recommended by Management to receive their step increases equivalent to the General Schedule (GS) pay scale. Step increases are submitted annually for steps 2-4, every other year for steps 5-7, and every three years for steps 8-10. Divisions/Offices will establish and maintain tracking systems of Title 42 Fellows' employment, anniversary dates, visa and term expiration dates, grade and step equivalents, etc. Divisions/Offices will communicate relevant tracking information to the Branches.

Section 6. Fellowship Terms

The Employer may appoint a Title 42 Fellow for up to a five-year term and has the option to reappoint up to an additional five-year term. Appointments beyond 10 years may be made with appropriate approval. Appointments and extensions cannot exceed visa time constraints. Title 42 Fellows who are US citizens may apply for any announced permanent positions.

Section 7. Information on the Title 42 Fellowship Program

The Employer will provide information and an annual orientation on the Title 42 Fellowship program to the Supervisors and Fellows regarding conditions of employment and applicable policies and regulations.

ARTICLE 43

WORKPLACE BULLYING

Union and Management agree that bullying in the workplace will not be tolerated. All Employees are subject to the Federal Employee Responsibilities and Conduct regulations, the EEO laws and the No Fear Act. The Cincinnati Labor Management Cooperation will be charged with developing and communicating policy and procedures to address workplace bullying. Management will ensure that these procedures are followed in addressing workplace bullying incidents. The Union reserves the right to file a grievance in accordance with the negotiated grievance procedure in this Agreement if the procedures to address workplace bullying are not developed.