

**Collective Bargaining Agreement  
Between  
The Centers for Disease Control and Prevention  
And  
Local 2883 of the American Federation of Government Employees**

**Effective date of this Agreement: February 2, 2021**

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

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## **Preamble**

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

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

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

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

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

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

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

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

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

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

### **1.2 Bargaining Unit Inclusions and Exclusions**

The Agency recognizes the Union as the Exclusive Representative for employees of CDC that are included in the bargaining unit (BU) for AFGE Local 2883. Included in Local 2883's BU are all employees of CDC in the Atlanta metropolitan area and Miami Quarantine Station, Miami, Florida, including temporary employees with appointments of ninety (90) days or more. Excluded from Local 2883's BU are all employees exclusively represented in other BUs, all professional employees, supervisors, management officials, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

The Agency shall ensure that the bargaining unit status code will be shown on the SF-50.

The Agency will notify the union when positions are moved from bargaining unit to non-bargaining unit status and provide position description and rationale for change.

### **1.3 Applicability**

This Agreement applies only to the employees and positions within the above-described unit of recognition.

### **1.4 Controlling Provisions**

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

## **Article 2. Bargaining and Negotiations—General Provisions**

The Agency recognizes and agrees to adhere to its obligations under the FSLMR Statute, 5 U.S.C. Chapter 71, to negotiate on matters appropriate under applicable laws and regulations. Notice requirements will adhere to the provisions set forth in Section 3.3.3 of this Agreement.

## **Article 3. Midterm Bargaining Criteria and Procedures**

### **3.1 Initiation of Midterm Bargaining**

To the extent permitted by law and the terms negotiated within this Agreement, the Parties may initiate midterm bargaining by proposing any change, deletion, or addition to personnel policies, practices, and matters affecting working conditions of bargaining unit employees during the term of this Agreement. The Parties may also initiate midterm bargaining on matters not covered by this or any other negotiated agreement, provided the Union has not waived its right to bargain over such matters.

### **3.2 Types of Midterm Bargaining**

- Traditional – Traditional bargaining is the use of the procedures outlined in Section 3.4, which provide the ground rules used to negotiate proposed changes in working conditions.
- Modified – Modified bargaining is a streamlined process by mutual agreement of the parties to include (but not limited to) in-person or phone meetings and e-mails between management and the Union.

### **3.3 Procedures for Negotiating During the Term of the Agreement**

#### **3.3.1 Notice of proposed change**

The initiating Party will provide the other Party with reasonable advance written notice, not less than ten (10) workdays prior to the proposed implementation date, of any change affecting conditions of employment. The notice will contain known relevant details and, at a minimum, contain the following information:

- The nature and scope of the proposed change;
- A description of the change;
- An explanation of why the proposed change is necessary;
- An explanation of the Initiating Party's plans for implementing this change; and
- The proposed implementation date.

### **3.3.2 Review and Response**

To the extent possible, the receiving party shall be given ten (10) workdays to review and respond to the proposal.

- If an extension is desired by the receiving party, the receiving party must make a request for an extension prior to expiration of the initial ten (10) workdays. At the receiving party's request, the initial review and response period will be extended by another ten (10) workdays.
- If the receiving party desires additional information, it must be requested within the initial ten (10) workdays given for the review and response period. The initiating party will have ten (10) workdays to respond and/or provide additional information, if available.

Or

If the receiving party wishes to negotiate over any aspect of the proposed change, it shall notify the other party by submitting a demand to bargain and written proposals within ten (10) working days of receipt of the notice (or receipt of any requested briefing or information, whichever is later).

### **3.3.3 Agreement to Negotiate**

- Upon request by the receiving Party, the Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement. Following the request to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than ten (10) working days from the receipt of the receiving Party's request, or ten (10) working days before the proposed implementation date, whichever is earlier. The implementation of proposed changes shall be postponed allowing for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.
- Management and the Union should meet to discuss proposed changes. Management maintains the right to consider and either accept or reject any proposal submitted by the Union.
- If the receiving party is the Union and they have not responded within the prescribed time frame, the proposed changes in conditions of employment will be implemented on the proposed effective date. If the Union disagrees with the Agency's action, the Union may take appropriate action (i.e., filing a negotiability appeal, ULP, or grievance). It is the goal of both parties that if bargaining is needed, the time for bargaining to an agreement or impasse will not exceed sixty (60) workdays from receipt of the initiating proposal.

### **3.4 Ground Rules for Midterm Bargaining**

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

- Briefing Sessions. Either Party may request a briefing session to explore or explain the change and its impact on unit employees. This session may be scheduled in advance of the start of actual negotiations, or as a part of the time allotted for bargaining.

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

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

### **3.5 Waivers of Rights**

Nothing in this Agreement shall be deemed to waive either Party's statutory rights.

### **Article 4. Management's Rights**

The management of CDC retains sole authority:

- To determine the mission, budget, organization (to include the geographical location where work will be performed), number of employees, and internal security practices of CDC; and
- In accordance with applicable laws, to hire, layoff, and retain employees in CDC, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; to make determinations with respect to contracting out, and to determine the personnel by which CDC operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and to take whatever actions may be necessary to carry out the CDC's mission during emergencies.
- With regard to assigning employees, in accordance with applicable laws, management has the right to "assign . . . employees in the agency." This right concerns the right to assign employees to positions. It involves not only the initial hiring of an individual and assignment to a position, but also post-hiring situations, such as reassignment of employees to different positions, and temporary assignments or details. It also includes the right to decide when an assignment should begin and end. In addition, it includes the rights to establish the qualifications, skills, and training needed for positions and to judge whether particular employees possess those qualifications and skills.
- With regard to directing employees, in accordance with applicable laws, management has the right to "direct . . . employees in the agency." This involves the rights to supervise employees and to determine the quantity, quality, and timeliness of their work. Thus, this right includes, among other things, the rights to establish performance standards, to evaluate employees and hold them accountable under those standards, to select particular methods for supervising employees, and to require employees to account for their duty time. This right also includes the right to decide whether to grant a performance award.
- With regard to assignment of work, in accordance with applicable laws, management has the right to "assign work." This encompasses the rights to determine the particular duties to be assigned, when work assignments will occur, and to whom or what positions the duties will be assigned. It also includes the rights to establish the qualifications, skills, and training needed for positions and duties, and to judge whether particular employees meet those qualifications and skills. Additionally, it includes the rights to establish job requirements for various levels of performance; determine the content of performance standards and elements; supervise employees and determine the quantity, quality, and timeliness of their work;

determine the particular measures of supervising employees' work; enforce established performance standards; and evaluate employees and hold them accountable for their work.

## **Article 5. Employees' Rights**

### **5.1 Rights Concerning Labor Organizations**

The Agency recognizes and agrees to adhere to its obligations under the FSLMR Statute, Section 7102.

### **5.2 Raising Matters of Concern**

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

### **5.3 Union Representation in an Investigatory Interview—Weingarten Rights**

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

If Union representation is denied, employees have the right to contact a Union representative at any time, including during the meeting, to notify the Union that representation has been requested but was denied.

### **5.4 Compliance with Management Instructions**

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

### **5.5 Private Employee Matters**

The Agency recognizes and agrees to adhere to its obligations under HHS Instruction 752.

### **5.6 Personal Service Work**

Employees are expected to adhere to the Standards of Ethical Conduct (5 CFR 2635).

### **5.7 Office Moves**

Each employee will be responsible for packing, unpacking, and organizing his or her own personal belongings during an office move in a timely manner. The Agency will be responsible for providing appropriate materials and/or equipment to assist employees with packing, moving, and unpacking.

## **5.8 Personal Information**

The parties agree that personal information covered by applicable laws (e.g. Privacy Act, Rehabilitation Act, Americans with Disabilities Act as amended), regulations, and policies shall be handled in a confidential manner and as prescribed by law, regulation, and policy. Information shall be divulged only to persons with an official need to know.

## **5.9 Withdrawal of Resignation or Retirement Application**

An employee may request to withdraw a resignation or retirement application at any time prior to its effective date, provided the withdrawal is communicated in writing and received by management prior to the effective date. The Agency may decline an employee's request before its effective date only when the agency has a valid reason and explains that reason in writing to the employee. A valid reason includes, but is not limited to, administrative disruption or the hiring or commitment to hire a replacement.

## **5.10 Notice of Change in Supervision**

Employees will be given official written notification (such as an email or memorandum) showing the name of their immediate supervisor within thirty (30) calendar days of being hired or within five (5) workdays of any change in that official.

## **5.11 Union Representation for Formal Discussions**

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

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

## **Article 6. Employee Notices**

The Agency and the Union agree that the Agency will send BUEs notices via an appropriate method of communication as may be required, such as the annual notice of rights to Union representation. The notice will inform employees of their right to Union representation in an investigatory interview, and of the right of the Union, in accordance with 5 USC 7114 (a)(2)(A), to be present at any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. Other notices may be sent by the Agency, or jointly by the Agency and the Union by mutual agreement, on either an annual or as-needed basis.

## **Article 7. Union Rights**

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

## 7.1 Governing Requirements

- A. This Article provides an equitable process for the allocation and approval of official time for representational activities as negotiated pursuant to the Federal Service Labor-Management Relations Statute (FSLMRS) and shall be administered in accordance with said Statute and this Agreement. Official time users are expected to accomplish the duties of the Agency position to which they have been assigned. The Agency recognizes that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, Union officials have the responsibility of carrying out representational duties.
1. "Official" time, or paid time otherwise spent on duty that a Union representative spends performing the representational duties specified in 5 U.S.C. §7131(a), (c), and (d). While on official time, the employee receives his or her regular salary if otherwise in a duty status. It does not include payment for overtime.
  2. "Union" time is non-duty time that a Union representative spends performing activities related to internal union business as reflected in 5 U.S.C. §7131(b). The request for Union time will be processed in accordance with standard leave request procedures.
- B. "Union representatives" as used in this Article, means any employee representing the exclusive representative (in this case as a duly designated AFGE Local Union representative).
- C. This Article respects the Statute's goals of promoting collective bargaining while honoring the Statute's requirement that its provisions be interpreted to promote an effective and efficient government. The Agency and the Union share the responsibility to ensure that any official time used for representational activities:
1. Is authorized in writing at least sixteen (16) hours prior to use, unless this requirement is otherwise waived by management;
  2. Is used appropriately, in accordance with the Statute and this Article;
  3. Use the official time request form of the CBA, with a copy to the Union's CDC email address, until replaced by the electronic Official Time Tracking System; and
  4. Utilize appropriate recordkeeping mechanisms, as determined by the Agency, for tracking and recording all time by all Union representatives for performing representational activities during the term of the Agreement.
- D. It is the Union's responsibility to ensure that any official time used for representational activities is used appropriately, in accordance with the Statute and this Article.
- E. In the interest of an effective and efficient government as stewards of the American Taxpayer, abuse of any official time used for Union representational matters, to include failure to timely and accurately report the time used, will not be tolerated. Alleged abuses of official time shall normally be brought to the attention of an appropriate Union official on a timely basis by an appropriate management official. Additionally:
1. Any employee who uses official time without advanced written Agency authorization, or for the purposes not specifically authorized by the Agency, shall be considered absent without leave (AWOL), and may be subject to appropriate disciplinary action.
  2. Repeated misuse of official time may constitute serious misconduct that impairs the efficiency of the Federal service, which may result in suspension of the Union representative up to and including removal from the Federal service.
  3. Abuse of official time may result in administrative action against the Union officer, representative or bargaining unit employee.

## 7.2 Use of Official Time

A. In accordance with 5 U.S.C. §7131 of the FSLMRS, Union Officers and Representatives (not to exceed the number of individuals designated as representing the Agency for such purposes) will receive reasonable amounts of official time within the scope of the FSLMRS for:

1. Negotiations of collective bargaining agreements and attendance at impasse proceedings (excluding travel and preparation time) under 5 U.S.C. §7131 (a) of the FSLMRS. Mid-Term Negotiations—to prepare for and bargain over issues raised during the life of a term agreement.
2. Participation in any phase of a Federal Labor Relations Authority (FLRA) proceeding, for which official time is ordered by the FLRA under Section 7131 (c) of the FSLMRS.
3. Participation in any phase of a Federal Service Impasse (FSIP) proceeding, for which official time is ordered by the FSIP under Section 7131 (a) of the FSLMRS.

B. The Union will be afforded reasonable official time under section 7131 (a), (c), and (d) of the Statute that shall not exceed 1.5 hours per bargaining unit employee. However, the bank excludes official time for training. If, the Union exhausts the official time bank, the Agency will grant the Union's use of official time for section 7131 (a) and (c) consistent with the Statute. Management further agrees to work with the Union on a case by case basis to determine when and what official time is reasonable, necessary and in the public interest in accordance with 5 U.S.C. §7131 (d), but not exceeding the available bank of official time per fiscal year. The number of hours will vary based on the number of bargaining employees at the start of each fiscal year so that it does not exceed the bank. Unused hours do not carry over into subsequent years.

1. Dispute Resolution—to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the MSPB, FLRA and, as necessary, to the courts consistent with 5 U.S.C. §7131 (c) and (d).
2. General Labor-Management Relations—meetings between labor and management officials to discuss general conditions of employment, labor relations training for union representatives, union participation in formal meetings and investigative interviews, and all other general labor relations activities consistent with 5 U.S.C. §7131 (d).

### **7.3 Exclusions**

In accordance with 5 U.S.C. §7131 (b), the use of official time is prohibited for internal Union business.

A. Union representatives and bargaining unit employees shall not perform any activity relating to internal Union business on official time, including the solicitation of membership, elections of labor organization officials, and collection of dues. These activities must only be performed while in a non-duty status, i.e., leave without pay (LWOP) or annual leave.

### **7.4 Designations of Union Officers and Stewards**

- A. The Agency agrees to recognize duly elected or appointed Union officials at all CDC facilities to which employees in the BU can be assigned. The Union reserves the right to designate the Union official(s) of its choice to handle any particular case or representational issue. The Union is entitled to one steward per 100 BUEs. While the Agency recognizes the Union's entitlement to identify representatives, the parties agree the appointment of representatives will be reasonably distributed so that multiple representatives are not assigned to the same unit within an organization.
- B. The AFGE Local President will provide the Agency's Labor Relations Officer, or designee, written notification of the name, Union position, designated representational time (official time), duty station, telephone number, organizational unit, and immediate supervisor of each Union representative within ten (10) workdays of the effective date of this Agreement so that appropriate discussions can be held with these supervisors and managers.

- C. The AFGE Local President shall provide the Agency's Labor Relations Officer, or designee, the same information in writing of any change in the list of Union representatives no later than ten (10) workdays before the effective date of the change. Temporary changes, e.g., to cover another representative's absence, shall not be utilized to increase the number of representatives entitled to use official time, provided by this Article. The AFGE Local President will indicate the duration of any temporary appointment.

### **7.5 Impact of Official Time**

- A. Union representatives are required to stagger their use of authorized and approved official time over the course of the fiscal year. Union representatives will work out official time usage for official representational purposes consistent with this Agreement with their supervisors to accommodate both Union representational activities and Agency assigned duties.
- B. The AFGE Local President will maintain close oversight over the use of official time to ensure that the use of official time is kept to a minimum.
- C. While the Agency recognizes the Union's right to designate representatives of their choice, the parties agree that designated representatives will be selected in a manner that will not unduly impact the Agency's ability to meet mission requirements.

### **7.6 Requirements for Use of Official Time**

- A. Management shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 USC 71 and this Agreement. Union representatives will be permitted to leave their assigned work area on official time, as appropriate, as authorized under and subject to this Agreement, including the limitations on pay and official time, after:
  - 1. Submitting a request into the electronic Official Time Tracking System (OTTS), or via email if OTTS is unavailable to their immediate supervisor or appropriate Management Official at least two (2) workdays in advance;
  - 2. Any verbally approved official time requests must be followed up by entering the request into OTTS, or via email if OTTS is unavailable, for supervisory approval.
  - 3. Providing a good faith estimate of the amount of time for which release is requested;
  - 4. Indicating the destination; if any.
  - 5. Specifying the appropriate representational category.

Supervisors may delay the use of official time based on workload and operational needs. An individual employee workload may not be changed for the sole purpose of denying the employee official time. If the representative cannot be released at the time of the request and the amount of time the parties agree to, is reasonable, the representative and the supervisor may discuss a mutually agreeable time for departure. Where the parties do not mutually agree on a time for departure, the employee will be approved to depart within 2 days of the time and date requested. The Union representative will be given a brief amount of time to inform any bargaining unit employee(s) involved in the delay.

- B. If there is more than one (1) Union representative reporting to the same supervisor, the parties agree to work closely and constructively to reduce the impact of multiple representatives on performance of the work of the unit.
- C. A Union representative shall, to the extent possible, schedule his/her absences so as not to compromise important work assignments, impede work, or interfere with the effective, efficient, and timely accomplishment of the Agency's mission.

- D. Supervisors and Union representatives are encouraged to meet, periodically, to forecast official time use.
- E. If management is unable to approve a request for official time, management will, within a reasonable time not to exceed one (1) workday, identify an alternate time (within five workdays) for use of the requested official time.
- F. Upon entering any work area to meet with an employee, the representative will advise the employee's immediate supervisor of his or her presence, the employee to be contacted, and the estimated duration of the meeting.
- G. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In the case where the representative and employee needs more than ½ hour beyond the approved official time, both will contact their supervisors telephonically or by e-mail to notify them of the need to extend the anticipated return time and the amount of additional time needed. The supervisor (of the employee and Union representative) will determine if the time can be extended for each individual or if rescheduling is necessary due to work requirements.
- H. When the Union representative needs to leave the work site after having been approved official time and his or her immediate supervisor is unavailable, he/she may do so without additional supervisory approval. In unforeseen circumstances where the Union representative is unable to get official time approval from the immediate supervisor, the representative will request release from the next supervisor or manager in the chain of command prior to leaving the work site.

#### **7.7 General Accountability Provisions for Official Time Users**

Union representatives will use the following categories in completing their time and attendance report-

- Term Negotiations— this category is for reporting official time hours used by Union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor as provided in 5 U.S.C. §7131 (a).
- Mid-Term Negotiations— this category is for reporting official time hours used by Union representatives to bargain over issues raised during the life of a term agreement as provided in 5 U.S.C. §7131 (a).
- Dispute Resolution— this category is for reporting official time hours used by Union representatives to process grievances up to and including arbitrations, and to process appeals of bargaining unit employees to the various administrative agencies such as the Merit Systems Protection Board (MSPB), Federal Labor Relations Authority (FLRA) and the Equal Employment Opportunity Commission (EEOC) and, as necessary, to the courts as provided in 5 U.S.C. §7131 (c) and (d).
- General Labor-Management Relations— this category is for reporting official time hours used by Union representatives for activities not included in the above three categories. Examples of such activities include meetings between labor and management officials to discuss general conditions of employment, Union participation in formal meetings, and investigative interviews as provided in 5 U.S.C. §7131 (d).

#### **7.8 Union-Sponsored Training**

- A. The Agency recognizes that Union-sponsored training is an appropriate representational activity for which official time may be used. When requesting official time for Union-sponsored training or conferences, the Union will provide the Labor Relations Officer with documentation (e.g. agenda), at the time of the request, denoting the date, location, subject matter, and provider or sponsor of the training or conference. The request will also include a statement detailing how the course content is appropriate for time in accordance with 5 USC 71 and the provisions of this article. Management will timely respond to the request after receiving the

information from the Union.

B. The Agency's sole expense for all Union-sponsored training will be official time.

C. Official time will not be authorized for any Union-sponsored training, meeting, or conference held at a restaurant, casino hotel, spa resort/hotel, or any other similar type of facility, or for any training prohibited under 5 U.S.C 7131.

## **7.9 Use of Agency Email**

The parties understand that access to and use of the Agency's electronic mail shall not interfere with the mission or operation of Agency. Union officials and representatives shall be on approved official time (or other non-duty time) when using the Agency's electronic mail for representational activities.

A. Therefore, the Agency agrees to provide the Union with access to and use of the Agency's electronic mail subject to the following restrictions:

1. The Union agrees its access and use will comply with applicable government-wide and Agency policies and guidelines and the Collective Bargaining Agreement.
2. Access and use is limited to those situations where available hardware and software permit.
3. Union representatives engaged in representational activity while using the Agency's email must be on approved official time or in a non-duty status. Employees must request and be approved duty time from their supervisor (or designee) or be on non-duty or break time when reading electronic messages from the Union.
4. Electronic mail cannot be used for internal Union business.
5. Consistent with 18 U.S.C., Section 1913, electronic mail transmissions shall not be used to urge or promote lobbying activities by non-Union representative employees either in support of or in opposition to any legislation or appropriation of Congress.
6. It is recognized that a transmission with large numbers of addressees could affect system performance. Therefore, the Union agrees that an e-mail message, with the exceptions noted below, will be transmitted to not more than 100 recipients at one time, including any CCs or BCCs. The e-mail message must state "read on non-duty time" in the subject line.

## **7.10 Access to Facilities**

All AFGE, Local 2883 Union officials employed by CDC including retirees and non-CDC employees will be granted access to its facilities, to perform representational duties, in accordance with CDC's internal security policies and procedures. The Union shall maintain and furnish to the Agency a roster of all elected and appointed Union officials, in a timely manner, of any change thereto.

## **Article 8. Dues Deductions**

### **8.1. Governing Requirements**

The parties agree that the provisions of this Article are subject to and will be governed by 5 U.S.C. 71, applicable Federal rules and regulations issued by the Office of Personnel Management (OPM) and the

Department of Health and Human Services (DHHS). The parties agree that the provisions of this Article will be applied consistent with the law and may be modified to ensure that the provisions remain consistent with the law.

## **8.2 Requirements for Making Voluntary Allotments**

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

- be a member in good standing of the Union;
- be an employee of the Bargaining Unit covered by this Agreement;
- have a regular salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues;
- have no other current allotment for the payment of dues to a labor organization; and
- submit a written request to the Labor Relations Officer or designee authorizing the deduction on SF-1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Labor Organization Dues).

## **8.3 Withholding Amounts and Schedule**

The Agency shall deduct dues only for those pay periods where the employee's regular salary, after other legal and required deductions, is sufficient to cover the amount of the authorized allotment for dues. The dues for which allotments may be made are the regular periodic amounts required to maintain the employee as a member in good standing of the Union. Initiation fees, special assessments, back dues, fines, and similar items are not considered dues and shall not be deducted. Dues will be withheld on a bi-weekly basis conforming to the regular pay period. Changes in the dues structure and amount shall be limited to no more than once per year.

## **8.4 Procedures for Making Allotments**

- A. Employees will authorize voluntary allotments for payment of dues by initiating an SF-1187. Upon receipt of a properly completed SF-1187, the Agency will initiate processing within fourteen (14) calendar days. The Agency shall thereupon begin to deduct dues as of the next complete biweekly pay period after processing is complete. The Agency's Labor Relations Officer (LRO) shall document the receipt of the SF-1187 in writing.
- B. If the Union votes to increase/decrease dues, the Local President will submit an SF-1187 for all affected members reflecting the increase/decrease, to ensure proper recording. The Agency shall thereupon begin to deduct dues as of the next complete biweekly pay period. The LRO shall document the receipt of the SF-1187 in writing.  
In this increase/decrease dues scenario, the original SF-1187 anniversary date will be the one utilized to establish proper revocation dates.

### **8.4.1 Responsibility of Union**

It is the responsibility of the Union to:

- A. Inform and educate its members of the voluntary nature of the system for the allotment of labor organization dues, including the conditions under which the allotment may be revoked;
- B. Assist as necessary in making SF-1187 forms available to all employees who need them; this form may be found at <http://www.opm.gov/forms/html/sf.asp>;
- C. Complete Section A of SF-1187 and keep the LRO informed of any changes in this information. The Union will

assure that the employee's Social Security number, job title, and work location are properly annotated in the appropriate blocks on the SF-1187. The Union will promptly submit the completed SF-1187 to the LRO after the signing by both the authorized official and the employee;

- D. Inform the LRO of the name of any particular employee who has been expelled or ceases to be a member in good standing in the Union;
- E. Inform the LRO of any changes in the dues amounts or the formula for membership dues. Changes in the dues amounts will begin the first full pay period in the calendar year. Changes in the dues amount will be made as soon as possible, but no later than sixty (60) days after notification. AFGC will make no more than one (1) such change in a twelve (12) month period; and
- F. Promptly advise the LRO of the names of and complete mailing addresses and changes thereto of officials who are responsible for certifying SF-1187s and to whom remittances, printouts, and other dues withholding data should be submitted.

#### **8.4.2 Responsibility of Agency**

- A. It is the responsibility of the Agency to:
  - 1. ensure payment of net dues in accordance with established accounts;
  - 2. send the balance due if it erroneously underpays a payment of net dues;
  - 3. upon request, provide the Union or employee with their deduction anniversary date;
  - 4. inform the Union of the LRO responsible for the reports and updates of Union dues deduction annually and upon change of LRO; and
  - 5. provide the Union with remittance reports monthly.

#### **8.5 Termination of Allotments**

If exclusive recognition should cease to exist for the covered unit, all allotments shall be terminated. In addition, the Agency shall terminate an individual employee's allotment when:

- A. the employee ceases to be a member in good standing of the Union; or
- B. the employee is reassigned, transferred, separated or otherwise excluded from the bargaining unit.

Termination due to loss of membership in good standing, loss of recognition, separation or reassignment out of the exclusive unit will occur beginning the first full pay period after the date of notification into the Agency's automated personnel and pay system.

Termination due to revocation by the employee: An employee may initiate, and the Agency will process a dues revocation consistent with law, rule, and regulation. Revocation notices for employees who have had dues allotments in effect for more than one (1) year can be terminated upon the employee's request at any time after the assignment's initial one (1)-year period expires. These revocations will become effective as soon as administratively feasible following the one (1)-year anniversary date and upon receipt of the employee's request. The request should be submitted to the Human Resources Office, Labor Relations Officer. The Labor Relations Officer will forward a copy of the request to the Union Treasurer. Revocations will only be effected by the submission of a completed SF-1188.

#### **8.6 Receipt of Remittances and Reports**

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

- A. Names of members for whom deductions are made, and amounts;
- B. Total number of members for whom dues are withheld;
- C. Total amount withheld; and,
- D. Amount remitted.

### **8.7 Extension of Dues Withholding Provisions**

If the parties are negotiating a new Agreement at the time this Agreement would otherwise terminate, the dues withholding provisions contained in this Article shall be extended until a new Agreement is reached.

### **Article 9. Equal Employment Opportunity**

The Agency recognizes and agrees to adhere to its obligations under Title VII of the Civil Rights Act (29 CFR 1614), the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, and all applicable laws, regulations, Executive Orders, and CDC policies to promote equal employment opportunity and prohibit discrimination, harassment, and retaliation.

### **Article 10. Reasonable Accommodation for Employees with Disabilities**

The Agency recognizes and agrees to adhere to its obligations under applicable federal law to provide reasonable accommodations to an otherwise qualified individual with a disability. All requests for reasonable accommodation shall be processed in accordance with applicable laws (e.g., Rehabilitation Act, ADAAA), regulation (e.g., 29 CFR 1614.203 and 29 CFR 1630), EEOC guidance, and CDC policy (CDC-GA-2001-06).

### **Article 11. Tours of Duty/Hours of Work, Alternative Work Schedules, and Telework**

The Agency recognizes and agrees to adhere to its obligations under the applicable regulations (e.g. 5 CFR 630), Departmental instruction (e.g. the HHS Guide to Timekeeping and HHS Instruction 630-1), and CDC policy (CDC-HR-2018-01 and CDC-HR-2003-03).

### **Article 12. Regular, Irregular, or Occasional Overtime**

Subject to existing regulations (e.g. 5 CFR 550), OPM guidance, and Departmental instruction (e.g. HHS Timekeeping Guide), the Agency may assign overtime among eligible employees and provide reasonable notice as possible. It is agreed that all employees may be required to accept overtime work on short notice in cases of emergency or unusual circumstances. Any hours in excess of the basic work requirement that management requires an employee to work must be compensated as either compensatory time or overtime.

### **Article 13. Holidays**

The Agency recognizes and agrees to adhere to its obligations under the laws, regulations (5 CFR 550), applicable Executive Orders, and CDC policy (CDC-HR-2018-01) regarding holidays and holiday pay.

### **Article 14. Leave Administration**

The purpose of this article is to prescribe the policies covering the different types of leave pertinent to all employees in accordance with applicable law and regulation. All leave and absence procedures shall be administered in accordance with 5 USC 63, 5 CFR 630, the applicable Departmental instructions (e.g. HHS

Instruction 630-1 and the HHS Guide to Timekeeping), and applicable CDC policies.

#### **Article 15. Medical Documentation and Medical Evaluations or Qualification Determinations**

The Agency recognizes and agrees to adhere to its obligations under the applicable regulations (e.g. 5 CFR 339), and the CDC's RA policy (CDC-GA-2001-06), Workers' Compensation, and the Family and Medical and Leave Act of 1993 (FMLA)/ Voluntary Leave Transfer Program (VLTP) processes.

#### **Article 16. Promotions**

The Agency recognizes and agrees to adhere to its obligations under the Merit Promotion Policy, applicable regulations (e.g. 5 CFR 335), and OPM regulations and procedures.

#### **Article 17. Details**

The Agency recognizes and agrees to adhere to its obligations under the applicable laws and regulations (e.g. 5 CFR 300), Departmental instruction (e.g. HHS Instruction 300-3), and CDC procedures.

#### **Article 18. Employee Hardship Reassignment Requests**

The Agency agrees to consider employees' requests regarding hardship situations on a case-by-case basis.

#### **Article 19. Reorganization**

The Agency will adhere to the provisions set forth in Section 3.3.1 of this Agreement.

#### **Article 20. Position Descriptions and Classification**

The Agency recognizes and agrees to adhere to its obligations under the applicable laws (e.g. 5 USC Chapter 51), and regulations (e.g. 5 CFR 511).

#### **Article 21. Performance Management**

The Agency recognizes its obligations and agrees to adhere to applicable laws and regulations (e.g. 5 USC Chapter 43 and 5 CFR 430), Departmental instruction (e.g. HHS Instruction 430-1), and applicable executive orders.

#### **Article 22. Training and Employee Development**

The Agency agrees to provide training and employee development in accordance with the applicable laws and regulations (e.g. 5 USC Chapter 41).

#### **Article 23. Reduction in Force**

The Agency recognizes and agrees to adhere to its obligations under the applicable regulations (e.g. 5 CFR

351), OPM guidance, and CDC policy (e.g. CDC-HR-2002-06).

## **Article 24. Occupational Safety and Health**

Detailed information regarding workers' compensation and filing a claim can be found on the CDC Intranet under the Federal Employees' Compensation Act (FECA).

### **24.1 Implementation of Laws, Regulations, and Other Requirements**

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

### **24.2 Work Under Hazardous Conditions**

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

### **24.3 Duty restrictions/limitations**

As noted in the CA-11 "When Injured at Work Information Guide for Federal Employees", if the Agency is willing to provide light work, the employee must ask his/her doctor to specify any work restrictions. The employee must advise the supervisor immediately of his/her doctor's instructions concerning return to work and arrange for his/her supervisor to receive written verification of this information. If the employee is dissatisfied with the decision of the supervisor, the matter will be referred to the Director, Office of Health and Safety for resolution.

## **Article 25. Disciplinary and Adverse Actions**

### **25.1 Procedures and Requirements**

- The Agency recognizes and agrees to adhere to its obligations under the applicable laws (e.g. 5 USC Chapter 75), regulations (e.g. 5 CFR 752), OPM guidance, and Departmental Instruction (e.g. HHS Instruction 752).
- This article applies to all employees who have completed the applicable probationary or trial period, as appropriate. For purposes of this article, disciplinary actions include suspensions for fourteen (14) calendar days or fewer and reprimands reduced to writing. Disciplinary actions exclude counseling/warnings, whether oral or in writing, and admonishments, whether oral or in writing. An adverse action is defined under 5 USC 7512 as a suspension of more than fourteen (14) calendar days, reduction in grade or pay, furlough of thirty (30) calendar days or less, or removal.
- The objective of discipline is to correct and improve employee behavior as to promote the efficiency of the service, not to punish employees.
- Disciplinary or adverse actions will not be taken for arbitrary and capricious reasons. No employee will be

disciplined except for just-cause that promotes the efficiency of the service.

## **25.2 Investigations**

- All evidence that was reviewed during an investigation for the purpose of determining whether to propose taking a disciplinary or adverse action against an employee will be provided to the employee and his or her representative on request, provided that doing so would not interfere with a pending investigations in another matter.
- Third Party Witness Interview Notification – Prior to beginning an interview with employees who are being interviewed as a third part witness, the Agency will provide the employees with a written statement regarding the employee’s rights (see Appendix B); which the employee will be asked to sign and date at the outset of the interview, and a copy provided to the employee
- Federal employees do not have the right to remain silent in an investigative interview conducted by the agency. However, in a situation in which an agency entity such as the Inspector General plans to interview an employee in a case potentially involving criminal activity, the Agency will protect the employee’s Constitutional right against self-incrimination by giving the employee the following written statement regarding his or her rights before beginning the interview:

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

I hereby acknowledge receipt of the aforementioned notification of my rights.”

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

## **25.3 Timeliness of Discipline**

If the Agency believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the offense was committed or made known to the Agency. An employee shall have an opportunity to submit a response to the proposed action. The timelines that apply for all proposed actions shall be those that are established by 5 U.S.C. §7513.

## **25.4 Right to Union Representation in Providing Written or Sworn Statements**

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

## **25.5 Reprimands**

- An official reprimand is a written disciplinary action that specifies the reasons the action is being taken. The reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of the employee’s electronic Official Personnel Folder (eOPF) or other agency personnel files for up to one (1) year.
- During the issuance of a reprimand, discussion between the employee and the issuing manager will be limited to the issuance of the reprimand and acknowledgement of receipt. During the meeting notification

process, the employee will be informed about the purpose of the meeting in advance. Considering that the meeting will comprise only issuance of the reprimand and acknowledgment of receipt, employees will not be entitled to Union representation for this meeting.

## **25.6 Off Duty Conduct**

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

## **25.7 Last Chance or Settlement Agreements**

- "Last chance agreements" or "settlement agreements" in relation to a proposed disciplinary or adverse action refer to situations in which the Agency agrees to forgo effecting an adverse or disciplinary action against an employee in exchange for the employee's agreeing to conform to certain conduct expectations for a set period of time as specified in a formal written agreement. The understanding is that if the employee does not meet his or her obligation under the agreement, the Agency is free to affect the adverse or disciplinary action.
- The parties agree that the use of last chance and/or formal settlement agreements as defined in the preceding bullet can be beneficial to both employees and the Agency, and that when they are used, it shall be for just cause and shall not be arbitrary, capricious, or based on disparate treatment.
- The Agency shall not offer or attempt to persuade employees to waive their rights in connection with adverse or disciplinary actions or to waive their rights to challenge such actions through appropriate procedures such as appeals to the Merit Systems Protection Board, EEO complaints, or grievances using the negotiated process.
- Before offering an employee a last chance and/or formal settlement agreement as defined in the first bullet of this section, the Agency will notify the Union and give the Union an opportunity to be present at any meeting in which the employee is offered such an agreement.
- The parties agree that the specific provisions and requirements to be included in a last chance and/or formal settlement agreement as defined in the first bullet of this section are fully negotiable.
- The parties agree that a last chance and/or formal settlement agreement will not be effective until each page has been initialed and the agreement has been signed by both the Union and the Agency.
- If subsequent to an employee's agreeing to abide by the terms of a last chance and/or formal settlement agreement as defined in the first bullet of this section, allegations are made that the employee has breached the agreement, the Agency will afford the employee appropriate notice, opportunity to respond, and a written decision before implementing an action based on the alleged breach.

## **25.8 Disciplinary / Adverse Action Report**

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

## **Article 26. Grievances**

### **26.1 Principles and Requirements**

The purpose of this article is to provide a mutually acceptable and orderly method for the prompt and equitable resolution of grievances filed by employees, Agency management, or the Union. A grievance is defined, for purposes of this Agreement, with the exceptions enumerated in Section 26.2 as any complaint:

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

- by the Union concerning any matter relating to the employment of any employees in
- the Bargaining Unit;
- by any employee, the Union, or the Agency concerning:
  - the effect of interpretation, or claim of breach, of this Agreement; or
  - any claimed violation, misinterpretation, or misapplication of any law, rule; or
  - regulation affecting conditions of employment.

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

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

By mutual agreement, the parties may opt to attempt to resolve grievances through Alternative Dispute Resolution (ADR) at any stage of the grievance process, including during the employee's fifteen (15) workday timeframe for formal grievance filing. If the parties mutually agree to attempt to resolve a grievance through ADR, all timelines will be suspended pending the outcome of ADR. If the grievance is not resolved through ADR, the applicable timeline will resume after ADR is completed.

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

## **26.2 Matters Excluded from the Grievance Process**

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

- Claimed violations of Subchapter III of Chapter 73 of Title 5 U.S.C., relating to Prohibited Personnel Practices. Prohibited Personnel Practices can be reported to the agency Inspector General and/or the U.S. Office of Special Counsel.
- Any claimed violation of 5 U.S.C. 73 relating to prohibited political activities;
- Any suspension or removal under 5 U.S.C. 7532 relating to national security;
- The classification of any position that does not result in the reduction in grade or pay of an employee;
- Non-selection for non-bargaining unit positions;
- Non-selection for bargaining unit employees from amongst properly rated and ranked candidates with the exception that employees may file grievances alleging unlawful discrimination as defined by Title VII. However, employees may file a grievance for non-selection from the exercise of a priority consideration. Employees may also file either a grievance or unfair labor practice, but not both, alleging anti-union animus.
- Separation or termination of an employee serving a probationary or trial period; return of an employee serving a supervisory or managerial probation to a non-supervisory or non-managerial position; termination of an employee during a trial period; the termination of an employee (including staff fellows or visiting scientists) serving on a temporary or time limited appointment; the termination of an employee in the Student Educational Employment Program, including STEP and SCEP; or temporary employees and/or employees serving a probationary or trial period. However, if any of the actions mentioned in this paragraph are alleged to have been taken for discriminatory reasons prohibited by statute, those issues may

- be grieved pursuant to Section 4B of this Article;
- The substance of performance standards and elements/measures, and/or the determination as to whether an element/measure is critical or non-critical. However, if such substance is alleged to have been created for discriminatory reasons prohibited by statute, that issue may be grieved pursuant to Section 4B of this Article;
- Ratings on individual performance elements and performance measures where the employee has not responded in writing to the rating;
- All other matters made nongrievable by any provision of this Agreement;
- Any specific matter raised in an on-going unfair labor practice charge; or
- An action terminating a temporary promotion.

### **26.3 Formal Grievance Processing Requirements**

- At each step of the formal grievance process, the following requirements apply:
  - The grievant will submit to the reviewing/deciding official copies of all submissions and decisions for previous steps, and all supporting documentation.
  - An employee processing a grievance under this article is entitled to Union representation or self-representation. If an employee presents a grievance without Union representation, the Union will be given the opportunity to participate and present its institutional concerns during grievance discussions and/or discussions of resolution of the grievance.
  - When an employee represents him or herself, a copy of any management decisions will be provided to the Union.
  - Issues not addressed by either side during Step 1 of the grievance process will not be raised or considered at subsequent steps or in arbitration, including rebuttals by any of the parties.
  - The parties may elect, by mutual agreement, to combine multiple grievances filed on the same or similar issue and will process the combined grievance in accordance with the procedures described in this section.
  - Before the Agency or Union is required to render a decision, the grievance must clearly describe the matter(s) being grieved, including the date/place of the occurrence and the individuals involved. The grievance must also identify the article(s), section(s), and provisions of the agreement that are involved, explain the alleged violation, state the requested relief, and must not include any subject matter that is specifically excluded from the negotiated grievance procedure.
  - If the matter grieved includes subject matter specifically excluded from the negotiated grievance procedure, the grievance shall be terminated and disqualified from advancement through the grievance process.
  - In the event either party should declare a grievance nongrievable or nonarbitrable, the grievance decision shall reference this determination.
  - All disputes of grievability/arbitrability shall be referred to the impartial arbitrator as threshold issues in the related grievance, except where the parties agree to hear the threshold issue and merits of the grievance separately.
  - The parties agree to raise any questions of grievability or arbitrability of a grievance, at least fifteen (15) workdays prior to the arbitration hearing.
  - To maintain confidentiality and discretion, participants in formal grievance meetings will be limited to those specified in the steps below, except by mutual agreement of the parties. If the parties agree to try to resolve the grievance in ADR, participants in ADR sessions will be limited likewise, with the addition of a mediator, the appropriate CIO negotiating official (as determined through coordination between ADR staff and management), management representatives, and employee representatives such that the number of persons participating for the employee equals the number participating for management.
- Upon mutual agreement, any steps of the formal grievance process may be varied.
- Any time limits stipulated in the steps of the formal grievance process shown in the table in this section may be extended for stated periods of time by the appropriate parties by mutual agreement in writing. Failure of the Agency to observe the time limits shall entitle the employee to advance the grievance to

the next step.

- If the grievant fails to adhere to the timeframes outlined in the grievance steps below, the grievance shall be nullified and will not be eligible for advancement through the grievance procedure or subject to the invocation of arbitration.
- The following table shows the steps of the formal grievance process.

<p><b>Step 1</b></p>	<ul style="list-style-type: none"> <li>• A grievance shall be submitted in writing on the approved grievance form (Appendix C) by the grievant or a Union representative to the Step 1 official with a copy to the Labor Relations Officer. The Step 1 official is the immediate supervisor, the person who took the action being grieved, the management official with the authority to make a decision on the grievance, or management’s designee. In the case of a grievance over ratings, the Reviewing Official will serve as the step 1 official. The grievance shall be submitted within <b>fifteen (15) workdays</b> of the incident; of the date the grievant becomes aware of the incident; or in a grievance based on a disciplinary action. The grievance shall state that the first step of the grievance procedure is being invoked. The written grievance shall identify the facts giving rise to the grievance, the parts of the Agreement, laws, policies, and regulations, claimed to have been violated, and the relief requested. At the request of either party, a formal meeting shall be held within <b>five (5) workdays</b> of grievance receipt with the Step 1 official, the Step 1 official’s representative (if any), the employee, and the Union to discuss and/or resolve the grievance.</li> <li>• The supervisor/management official shall give his/her decision in writing within <b>five (5) workdays</b> of the date of the grievance meeting or of the initial grievance receipt if no meeting was held. The decision will include the name of the management official to</li> </ul>
<p><b>Step 2</b></p>	<ul style="list-style-type: none"> <li>• If a satisfactory resolution has not been reached at Step 1, the grievance will be submitted in writing by the grievant or a Union representative to the management official designated to receive the Step 2 grievance within <b>ten (10) workdays</b> after receipt of the first step decision, or within <b>ten (10) workdays</b> of the due date of the Step 1 decision. The Step 2 Official will be on an organizational level above the Step 1 Official.</li> <li>• At the request of either party, a formal meeting will be held within <b>ten (10) workdays</b> of the Step 2 receipt with the Step 2 official, the Step 2 official’s representative, the employee, and the Union to discuss and/or resolve the grievance.</li> <li>• The management official receiving the Step 2 grievance shall give a written decision within <b>ten (10) workdays</b> of the grievance meeting, or of the Step 2 submittal if no meeting was held. A copy of the decision shall be furnished to all parties concerned. This decision is final except that it may be subject to arbitration if invoked as outlined in Article 27.</li> </ul>

The Union, acting as the responsible representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance.

**26.4 Union’s Group and Institutional Grievances**

**26.4.1 Definitions**

A group grievance is a grievance initiated by the Union on behalf of a group of employees on matters affecting members of the group likewise. A group grievance will to the extent the Union is able identify the group of employees on whose behalf the grievance is being filed. An institutional grievance is a grievance initiated by the Union on a matter or matters affecting the institutional rights of the Union. When the Union initiates a group grievance or an institutional grievance, it will state the type of grievance being initiated.

## **26.4.2 Other procedures and requirements**

Group grievances or institutional grievances will be initiated within fifteen (15) workdays after the date that the Union becomes aware of the action or actions giving rise to the grievance, or if information necessary to support the grievance is requested, within fifteen (15) workdays after the date that the requested information is provided. All other provisions specified in this article for individual grievances including but not limited to those pertaining to processing and response timeframes beyond the initial fifteen (15)-workday timeframe and those pertaining to Alternative Dispute Resolution also apply to group and institutional grievances. It is understood that where a provision of this article refers to the employee, it means the grievant, which in the case of a group grievance or an institutional grievance will be the Union.

## **26.5 Agency's Grievances Against the Union**

Prior to filing a grievance against the Union, the Agency will apprise the Union President of a potential grievance to provide the Union with an opportunity to review the issue(s). Agency notification to the Union through the Labor Relations Officer of a potential grievance shall be made within fifteen (15) workdays of the incident or knowledge of the incident. Upon the request of the Union, the parties will meet to discuss and/or resolve the issue(s) in the potential grievance. If the issue(s) is not resolved, the Agency may then file a written grievance with the Union President within twenty (20) workdays of the initial notification to the Union. The issue(s) and requested relief will be included in the articulation of the grievance. The Union President will respond to the grievance in writing within ten (10) workdays. If the grievance is not resolved, and prior to the Agency invoking arbitration, the grievance will be submitted to mediation in an attempt to resolve the issue(s). If the parties fail to resolve the grievance, the Agency may invoke arbitration pursuant to Article 36.

## **26.6 Choice of Forum for Addressing Complaints**

If an employee's complaint about a workplace matter can be addressed through either a grievance or a formal discrimination complaint under the provisions of 29 CFR Part 1614, the employee can choose only one of these two forums—that is, either a grievance or a formal EEO complaint—and cannot change to a different forum later.

An employee shall be deemed to have made the choice of forum at such time as he or she timely files a written grievance or a formal discrimination complaint, whichever occurs first. A grievance on a disciplinary action must be filed at the level of the official who made the decision to take the action.

A grievant affected by a removal or reduction-in-grade based on unacceptable performance as outlined in 5 USC 4303 or an adverse action as outlined in 5 USC 7512 may appeal the action taken to the Merit Systems Protection Board (MSPB) either by filing a grievance under the negotiated grievance procedure or by filing a formal EEO complaint under the provisions of 29 CFR Part 1614. The employee can choose only one of these three forums and cannot change to a different forum later. An employee shall be deemed to have made the choice of forum at such time as he or she timely files an appeal with the MSPB, a Step 1 grievance, or a formal EEO complaint, whichever occurs first.

## **Article 27. Arbitration**

### **27.1 Governing Requirements**

This article shall be administered in accordance with the Federal Service Labor-Management Relations Statute (FSLMRS), Title 5, U.S. Code Chapter 71, and this Agreement. This article establishes the procedures for the arbitration of disputes between the Union and the Agency, which are not satisfactorily resolved by the negotiated grievance procedure found in Article 26 of this Agreement.

A referral to arbitration can be made only by the Union President or Labor Relations Officer (LRO), or designee.

## **27.2 Arbitrator Selection Process**

- A. The party invoking arbitration (moving party) shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) by submitting an appropriate request to the FMCS within seven (7) calendar days after the date arbitration is invoked. The moving party will be responsible for payment of any panel fee. The party requesting the panel list shall specify that the arbitrators be members of the National Academy of Arbitrators (NAA) and/or the American Arbitration Association (AAA) and that the panel contain arbitrators within reasonable proximity to the site of the dispute. The panel members should be within 60-mile radius from the location of the hearing unless the parties agree otherwise. The moving party will request that the FMCS serve a copy of the panel list on both parties (AFGE Local President and the Agency's Labor Relations Officer).
- B. Within ten (10) workdays after receiving the list of arbitrators from the FMCS, the parties shall select an arbitrator. The parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one (1) name remains. The person whose name remains shall be selected as the arbitrator. The moving party will arrange the logistics for a coin toss to determine the order for striking, i.e., whether management or the Union strikes first. The logistics will include provision of the coin and securing a mutually agreeable time, date, and location for the coin toss. The non-moving party will flip the coin. If the coin lands "heads up," the Union strikes first; if the coin lands "tails up," the Agency strikes first.
- C. Within five (5) workdays of the selection of the arbitrator, the party invoking arbitration will contact the arbitrator assigned to the case to schedule the hearing to take place on a date mutually agreeable to all parties. If within twenty (20) workdays after arbitration is invoked, the parties have not agreed on a hearing date, the arbitrator has unilateral authority to schedule the hearing at their next available date but no sooner than twenty (20) workdays from the arbitrator's decision to schedule the hearing. Failure of the moving party to notify the arbitrator and pursue an arbitration hearing date within the above timeframes will be considered a withdrawal of the grievance from arbitration with prejudice.
- D. The cost of obtaining a list of arbitrators from the FMCS shall be borne by the party invoking arbitration. If a grievance is scheduled for arbitration and subsequently settled prior to the date of the hearing, the chosen arbitrator may be utilized to hear the next arbitration on the docket for the same geographical location of dispute if the parties mutually agree. All fees and expenses of the arbitrator, and if no government space is available in the Atlanta area, the cost of the hearing room, shall be shared equally by the parties. Costs of witnesses who are not CDC employees shall be borne by the party requesting the appearance of said witnesses. Costs of witnesses who are not CDC employees shall be borne by the party requesting the appearance of said witnesses.
- E. The moving party will obtain a new list should a chosen arbitrator recuse himself or herself for any reason (to include self-disqualification) or if the chosen arbitrator is unable to schedule the case for hearing within ninety (90) calendar days of the date of selection. A new arbitration list will be requested within ten (10) workdays of notification and the parties will select another arbitrator for the former case using the procedures in Section 2.C of this Article when a new list is obtained.

## **27.3 Arbitrator's Role and Authority**

- A. The arbitrator shall have the jurisdiction and authority to hear and decide the arbitration assigned to him/her except:
  - 1. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement.

2. The arbitrator will have no authority to address any matters excluded from the grievance procedure regardless of the specific allegation(s) or issue(s) raised.
3. The arbitrator will have no authority to consider new issues, allegations, arguments and defenses raised by the grievant that he/she had not specifically and previously raised, in writing, in the formal grievance. Mere references to an alleged violation of a contract article or to issues, allegations or defenses, without reference to the underlying facts and circumstances supporting the assertion, shall not be arbitrable.

B. In making awards, the designated arbitrators shall be bound to apply, as necessary, the provisions of all relevant statutes, regulations, and executive orders.

C. Any disputes regarding arbitrability will be resolved in accordance with Section 4 of this Article.

D. The arbitrator's decisions will be final and binding, except as altered on appeal or provided by law.

E. The arbitrator may retain jurisdiction over a case when necessary to clarify the award.

#### **27.4 Grievability and Arbitrability Disputes**

The arbitrator designated to hear the case on the merits shall have the authority to make all OTHER determinations regarding grievability and arbitrability. If the Agency and/or the Union considers a grievance to be nongrievable or nonarbitrable, that issue shall be raised and determined as follows:

1. A party challenging the arbitrability of a grievance based on an alleged failure to timely file a grievance, invoke a grievance to arbitration or failure to follow the arbitration procedures, may require that the hearing be bifurcated to provide for a separate hearing and decision to decide the arbitrability issue. A hearing on the merits shall not be scheduled to commence prior to receipt of the arbitrator's decision on arbitrability, unless the parties jointly agree to proceed with the merits during the same hearing.
2. The arbitrator shall have the authority to make determinations regarding grievability and arbitrability in accordance with this Agreement. If the Agency or the Union considers a grievance nongrievable or nonarbitrable, it should communicate such determination to the other party at the earliest possible time after the determination is made.

#### **27.5 Arbitration Processing Requirements**

A. As set forth in this Agreement, a grievance may be referred to arbitration by either party within thirty (30) calendar days of receipt of an unfavorable grievance decision, or if a grievance decision is not received within thirty (30) calendar days after the date due of the grievance decision. The right to invoke Arbitration is limited to the Union President and the Agency's Labor Relations Officer; an employee may not independently invoke any of the provisions of this Article.

B. The party invoking arbitration shall notify the other party of its intention to invoke the provisions of this Article. Such notification shall be in writing and will include a copy of the grievance being arbitrated, and the decision, if any. The notice shall also designate the name of the representative of the moving party and be signed and dated by the Union President or designee, or the Labor Relations Officer, or designee, as appropriate.

Notification by either party of its invocation of arbitration will be served by email with delivery receipt. Failure to timely serve an invocation will result in the invocation being untimely and will render the grievance not arbitrable.

C. The moving party shall schedule a meeting with the other party, in person no later than ten (10) workdays after the invocation of Arbitration is served on the receiving party. At this meeting the parties shall consider possible settlement and attempt to agree on a submission agreement which shall include a statement of the issue(s) to be referred, proposed joint exhibits and stipulations, and, as appropriate, the procedures and the manner of presentation to be followed. In the event the parties cannot agree on the issues or the procedures, each shall formulate its own version of the issues to be submitted to the arbitrator. The moving party will ensure the other party has the basic documents at hand in preparation for the meeting, (i.e., the grievance, any grievance decisions issued at the applicable steps, and a copy of the invocation). If the other party is missing any documents, the moving party will provide them at least two (2) workdays in advance of the meeting. Each party is responsible for its travel costs and/or per diem for the meeting.

D. The scope of the arbitration must be set forth in the grievance form and in the Agency's responses. Copies of any documents filed with the arbitrator at any stage of the arbitration proceeding shall be simultaneously served on the other party.

E. There will be no communication with the arbitrator on the merits of the matter, unless both parties are participating in the communication.

#### F. Pre-Hearing Activities

1. Absent mutual agreement, the parties will be entitled to submit post hearing briefs, provided that all documents given to the arbitrator are also provided to the opposing party's representative at the same time.
2. The grievant, grievant's representative, and witnesses who are Agency employees shall be granted a reasonable amount of duty time for purposes of preparation for and testifying at the hearing while in a duty status.
3. The Agency shall ensure that all witnesses who are employed by the agency are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitrator may decide to postpone the hearing.
4. The Parties agree to exchange a complete list of prospective witnesses at least 10 workdays prior to the hearing.

G. The arbitration hearing shall be conducted between the hours of 9:00 AM and 5:00PM at the location of the hearing Monday through Friday, unless the parties agree otherwise. The parties may agree to continue the hearing beyond 5:00PM but will not be compelled to do so.

H. The arbitrator will be requested to issue his/her award promptly and normally no later than sixty (60) calendar days after the conclusion of the hearing or after the final date for the filing of post- hearing briefs, if any. If additional days are needed, the arbitrator must secure an extension from the parties. Failure to secure an extension to the sixty (60) day award decision deadline, the arbitrator will forfeit his/her pay. The parties will jointly notify the arbitrator of the decision deadline and the forfeiture of pay.

I. In computing periods of time for the purposes of this Article, the first day of counting will be the day following the date of the act or event (e.g., the day after the employee received a final decision to take discipline or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, or a legal holiday, that day shall not be counted, and the last day will be the next regular work day. This recognizes that days the Agency's office may be closed due to weather or other emergency, but employees are authorized to telework, such days will be considered regular workdays for purposes of the count.

#### 27.6 Transcription Requirements

- A. The party requesting transcription will arrange to have a transcriber and pay for the transcription. If the parties mutually agree that a transcription of the arbitration is necessary, the parties shall split the costs evenly. The parties will share associated costs for the transcription where both are interested in obtaining a copy of the transcript.
- B. In the event the parties mutually agree to postpone, delay and/or cancel an arbitration proceeding, the parties shall share equally any fees charged by the arbitrator for such cancellation. In the event there is no mutual agreement, the party who postpones, delays, or cancels the hearing shall pay all fees charged.

### **27.7 Exceptions to the Arbitrator's Award**

Where the arbitrator's award is binding on the parties thereto, the Agency and the Union retain their rights to file exceptions to an award with the Federal Labor Relations Authority (FLRA), the Equal Employment Opportunity Commission (EEOC), or Merit Systems Protections Board (MSPB) pursuant to their respective regulations, or with the Federal Courts as provided by law.

### **Article 28. Commercial Services Management (A76) and Federal Procurement Activities**

The Agency recognizes and agrees to adhere to its obligations under OMB Circular A-76, the Federal Acquisition Regulations (FAR), and the FSLMR Statute (5 USC Chapter 71).

### **Article 29. Hazardous Weather or Other Emergencies**

The Agency recognizes and agrees to adhere to its obligations under applicable regulations, Departmental instruction (e.g. HHS Instruction 610-2), and CDC Policy (e.g. CDC-GA-2005-10 and CDC-HR-2003-03).

### **Article 30. Waiver of Overpayment**

The Agency recognizes and agrees to adhere to its obligations under the applicable laws and regulations (e.g. 5 USC 5584).

### **Article 31. Employee Orientation**

The Agency agrees to incorporate a fifteen (15)-minute time slot into the biweekly new employee orientation session to allow the Union to present information for new BUEs.

### **Article 32. Probationary/Trial Period Employee Rights**

The Agency recognizes and agrees to adhere to its obligations under the applicable laws, and regulations (e.g. 5 CFR 315), and Departmental instruction (HHS Instruction 315).

### **Article 33. Agreement Precedence**

- A. The Agency and the Union agree that for the full term of the Agreement (as set forth in Section 2 and, as may be applicable, in Section 3 of this Article) the provisions of this Agreement shall remain in full force and effect and unchanged except as mutually agreed, or as may be required by applicable law.

- B. This Agreement supersedes and replaces any and all previous agreements, understandings (whether written or oral), and supplements between the parties made under the auspice of a previous collective bargaining agreement (CBA) or other agreement between the parties, including but not limited to midterm bargaining, memoranda of understanding/agreement based on such bargaining.
- C. All other past practices, oral or written understandings, or provisions of written memoranda of understanding (MOUs) or memoranda of agreement (MOAs) existing at the time this Agreement comes into effect, not otherwise identified and merged into this Agreement, or inconsistent with this Agreement, law, or government wide rule, executive order/memoranda, or regulation, are superseded by this Agreement. MOUs/MOAs negotiated under the terms of this Agreement shall be considered to be part of this Agreement and shall have duration concurrent with the Agreement, unless otherwise specified in the MOU/MOA.
  - 1. Agreements negotiated under the terms of this Agreement which are subject to Agency Head Review must undergo the Agency Head Review (AHR) requirements of 5 U.S.C. 7114(c).
- D. Nothing in this section is to be interpreted to foreclose the Agency's obligation to notify and bargain at the Union's request post-implementation the impact of and appropriate arrangements for employees adversely impacted, or reasonably likely to be negatively impacted, by changes to law, government-wide rule, executive order/memorandum, or regulation.

### **33.1 Agreement Duration**

This Agreement shall remain in effect for three (3) years from the effective date shown on the first page of the Agreement.

### **33.2 Agreement Renewal**

- A. This Agreement shall be automatically renewed from year to year thereafter unless one party gives the other written notice of its intention to renegotiate this Agreement no less than sixty (60) or more than ninety (90) calendar days prior to its expiration date.
- B. Before the Agreement is extended, it must be reviewed by the Agency to ensure it conforms to the law, government-wide rules, executive orders/memoranda, or regulations. If the Agency determines any provision of the Agreement does not conform with any law, government-wide rule, executive order/memoranda, or regulation, that law will prevail.

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

It is recognized that during the life of this Agreement, changes in law regulations of appropriate authorities, or decision of appropriate authorities may necessitate changes in personnel policies, practices, or other matters affecting working conditions. "If the Agency has discretion over a condition of employment, and it is not outside the duty to bargain, then the Agency will negotiate over it. However, where a law or applicable regulation provides the Agency sole and exclusive discretion over a matter, the Agency is not obligated to exercise that discretion through bargaining."

Provisions of this Agreement that are or become inconsistent with law or executive orders issued pursuant to statutory authority may be severed from the Agreement in accordance with the Statute. The Union will be provided the opportunity to bargain consistent with the Statute.

### **33.4 Renegotiation**

If one of the parties decides to renegotiate this Agreement as provided for in Section 3 of this Article, the following procedures will apply:

1. The parties will meet within thirty (30) calendar days after notice to renegotiate is given to begin ground rule negotiations. If the parties agree, ground rule negotiations may be bypassed, and the parties may move directly into substantive negotiations. In the event the parties elect to enter into ground rule negotiations, the parties will exchange ground rule proposals, which must include a reasonably substantive negotiation schedule, no later than ten (10) workdays prior to the date negotiations are scheduled to begin. Two weeks of ground rules negotiations will be scheduled to occur during a four (4)-week period (that is, two, one (1)-week bargaining sessions, each with one (1)-week break in between), beginning at 9:00AM and concluding at 5:30PM, with a one (1) half-hour lunch break. If agreement is not reached by the end of the four (4) weeks of bargaining, the parties will jointly request mediation within three (3) calendar days of the conclusion of the last bargaining session.
2. Ground rule negotiation shall be held at the Agency's Office Space in Atlanta, GA. Each party shall be represented by up to four (4) persons, including the Chief Negotiator who will have collective bargaining authority. Each party will be responsible for its own travel and per diem.
3. The Agency will make a room available for negotiations and caucuses, including a private caucus room for the visiting party at their respective facility.

### **33.5 Participation in Discussions**

All discussions between the Union and the Agency regarding the subject matter contemplated in this Agreement can occur by videoconference, teleconference, or in person, as decided by the Agency.

### **33.6 Governing Article**

In the event of any inconsistency or conflict between this Article and any other Article contained in this Agreement, the terms, conditions, and provisions of this Article shall govern and control.

SIGNATURE PAGE

The parties have reached agreement in the reopener negotiations over Article 7, Union Rights, Article 26, Grievances, and Article 33, Agreement Precedence of this Collective Bargaining Agreement. The parties received Agency Head Review approval for these agreements on May 24, 2021. Therefore, the Centers for Disease Control and Prevention, ATSDR and the American Federation of Government Employees, Local 2883 are executing this agreement through the signatures of their respective representative Chief Negotiators.

**FOR THE UNION:**

  


Chief Negotiator  
AFGE Local 2883

Date: May 26, 2021

**FOR THE AGENCY:**

  


Labor Relations Officer  
CDC, OCOO, HRO, WRO

Date: May 26, 2021

## Glossary

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

**Accommodation**—Reasonable accommodation as outlined in 29 CFR 1613.704.

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

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

**Administrative leave**—See “Excused absence.”

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

**Annual rating**—See “Rating of Record.”

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

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

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

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

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

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

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

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

**Critical element**—A component of an employee's performance plan that consists of one or more duties and responsibilities that contribute towards accomplishing organizational goals and objectives and is of such importance that unacceptable performance on the element would result in unacceptable performance in the position.

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

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

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

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

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

- A. We are each other's sole domestic partner and intend to remain so indefinitely;
- B. We have a common residence and intend to continue the arrangement indefinitely;
- C. We are at least 18 years of age and mentally competent to consent to contract;
- D. We share responsibility for a significant measure of each other's financial obligations;
- E. Neither of us is married (legally or by common law) to, or legally separated from, anyone else;
- F. Neither of us is a domestic partner of anyone else; and,
- G. We are not related in a way that, if we were of opposite sexes, would prohibit legal marriage in the state in which we reside.

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

**Excused leave**—See "Excused Absence."

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

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

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

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

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

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

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

**Flexible schedule**—Divides the workday into two distinct kinds of time, core hours and flexible hours or bands. Under most flexible schedule arrangements, all employees must be at work or on approved leave during core hours, but they may establish their arrival and departure times during the flexible bands.

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

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

**Formal discussion**—A discussion between a management representative and one or more BUEs concerning conditions of employment or a grievance which the Union has the right to be notified of and given a chance

to attend. Among the factors to consider in determining whether a discussion is a formal discussion are (a) attendance by other management representatives, (b) location of the meeting, (c) duration of the meeting, (d) mandatory attendance, (e) a set agenda, and (f) manner in which the meeting was conducted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Rating official**—See "Appraising official."

**Rating of record**—The summary rating required in January of each year following the completion of the appraisal year or at other times for special circumstances. Ordinarily, there is only one rating of record in an

appraisal year. A rating of record will ordinarily reflect as many summary ratings as were made during the appraisal year.

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

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

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

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

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

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

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

**Appendix A. Union Official Time Request Form**

[See next page.]

**AFGE Local 2833 (CDC Atlanta) Official Union Time Form**

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

**Category 1. Term Negotiations**

- A. Preparing for negotiating a collective bargaining agreement (CBA)
- B. Negotiating a CBA

**Category 2. Mid-Term Negotiations**

- Bargaining during the life of a CBA

**Category 3. FLRA Actions/Activities**

- Unfair Labor Practices, petitions, hearings, etc.

**Category 4. Dispute Resolution**

- A. Grievances (including arbitration)
- B. EEO Complaints
- C. Appeals (e.g., MSPB, FLRA, EEOC, Court)
- D. Alternative Dispute Resolution
- E. Other (e.g., meeting between Union official and employee before an issue becomes formal)

**Specify:** \_\_\_\_\_

**Category 5. General Representational Activities**

- A. Meetings between the Union & management to discuss conditions of employment
- B. Policy reviews
- C. Labor-Management Cooperation Council
- D. Training for Union representatives
- E. Union participation in formal discussions and investigative interviews
- F. Other activities authorized by CBA, law, etc.

**Specify:** \_\_\_\_\_

**Union Representative's Name:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Organization:** \_\_\_\_\_

**Estimated Return Date & Time:**

**Estimated Hours Needed:** \_\_\_\_\_

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ at \_\_\_\_  
AM/PM

**Time requested will be used on:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at \_\_\_\_ AM/PM

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

- Approved**       **Disapproved**

\_\_\_\_\_ **Supervisor's Signature/Date:**

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

Remarks:

\_\_\_\_\_

\_\_\_\_\_

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

**TO BE COMPLETED BY UNION REPRESENTATIVE**

**Official Time Started:** \_\_\_\_ am/pm

**Official Time Ended:** \_\_\_\_ am/pm

**Total Hours:** \_\_\_\_\_

**Location Work Was Done:**

**Union Representative's Signature/Date:**

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

**Appendix B. Third Party Witness Interview Notification**

[See next page.]

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

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

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

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**Signature of Employee**

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**Date**

**Appendix C. Grievance Form**

[See next page.]

**Grievance Form, AFGE Local 2883/CDC**

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