

August 14, 2007

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**Article 50
Health and Safety**

SECTION 1

- A. The Employer will provide a safe and healthy work environment for employees. As such, the Employer will comply with the applicable standards of the Occupational Safety and Health Administration as well as with all relevant health and safety codes and standards established and mandated by an authorized government entity. The Employer will maintain work area temperatures within acceptable ranges to the maximum extent possible.
- B. Each employee has a responsibility for his/her safety and an obligation to observe established health and safety rules and precautions as a measure of protection for him/herself and others. Employees will not engage in willful misconduct that causes or will likely cause the Employer to be in violation of any rule, regulation, order, permit or license issued by a regulatory authority.
- C. Each employee will become familiar with and observe health and safety-related policies and procedures and guidelines issued by the Employer, which are applicable to the employee's own actions and conduct. If the Employer provides employees with safety equipment, personal protective equipment, or any other devices and procedures that the Employer considers to be necessary for employee protection, the employees will use such equipment as directed by the Employer.
- D. Behavior that is considered threatening or intimidating and/or violence in the workplace are unacceptable forms of conduct and will not be tolerated.

SECTION 2

- A. In the course of performing their assigned work, employees will be alert to the presence of unsafe or unhealthy conditions. Employees will attend mandatory safety training provided by the employer. When such conditions are observed, it is the employee's right and responsibility to report them to supervisory personnel and/or facility safety and health personnel, such as the Health and Safety Officer. The employee may also notify a member of the Health & Safety Committee or a Union representative if the employee wishes to remain anonymous. That person will then immediately forward the information to the appropriate management official(s). Where an employee has notified the Employer of an unsafe condition, the Employer will look into the matter as appropriate. The Employer will notify the Union of the results and give the Union an opportunity to be present during any formal discussions between the Employer and employee pertaining to a safety or occupational health hazard.
- B. If an employee makes an oral report to the Employer of an unsafe or unhealthy working condition, the Employer shall reduce that report to writing. Where the problem is not corrected by the beginning of the second workday, the Employer will alert the appropriate chapter president of the condition no later than the end

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of that workday. Upon request, the Union will be given a copy of the employee's report and any report of the corrective action within a reasonable period of time.

Copies of health and safety reports in the possession of the Employer, including the results of testings and inspections, will be made available to the Union, upon specific request, to the extent practicable within three (3) days of receiving said report, in accordance with law and regulations. Reports will be provided in accordance with the provisions of the Privacy Act and other applicable laws.

- C. In the case of imminent danger situations, employees or Union will make reports to the Employer by the most expeditious means available. The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists that could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. In such situations, an employee may decline to perform assigned tasks in the usual work area when s/he has a reasonable belief that, under the circumstances, the task or area poses an imminent danger. However, in these instances, the employee must report the situation to his/her supervisor, another supervisor who is immediately available, and/or facility safety and health personnel. After making the report, the employee may leave the affected work area but must hold him/herself available for work under appropriate working conditions in another work area. If these procedures are strictly followed, the employee will continue to be paid as long as s/he remains available to, and does if requested, perform any work as directed by the Employer. An employee who abuses these procedures may be subject to disciplinary action.
- D. The Employer will assure that each building or work area occupied by unit employees has an annual safety and health inspection. The Union will be given an opportunity to designate a local representative of the Union to be present for all such inspections. In addition, the Union will be entitled to be included on any other health and safety inspection involving the Employer. When feasible, the Employer will give at least two (2) workdays' advance notice of the date an inspection is scheduled. Such notice will provide the time and place where the inspection will begin. Prior to the scheduled inspection the Union will notify the Employer of either the name of its representative who will be present or its intent not to participate. When the designated Union representative is an employee, the representative may participate in the inspection without charge to leave. If multiple sites are being inspected simultaneously, the Union shall have the right to designate a local representative to be present at all sites. Employee representatives will be released from duty in accordance with Article 10.

SECTION 3

- A. The Employer will take steps on at least an annual basis to ensure that employees are familiar with proper emergency procedures. When emergencies occur, the Employer will take all steps necessary to ensure employee safety. The Union will assist in this effort by encouraging its members to follow established procedures

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and by having its representatives serve as wardens/monitors/coordinators after appropriate training has been provided.

- B. The Employer will appropriate emergency supplies and equipment at each office location and inform employees as to their location.

SECTION 4

- A. The Employer will provide the normal and routine services offered under existing contracts with Health Units. Where considered feasible based on the location of the Health Unit, such services will include care for employees during emergency situations and until proper outside medical authorities can reach the employee. Employees needing first aid should go to the Health Unit where available. As testing, inoculations, and special programs are offered by the Health Unit, such programs will be made available to employees subject to any limitations established on the Health Unit and budgetary restrictions imposed on the Employer. If the Health Unit is permanently closed, the Employer will notify the Union and negotiations will take place in accordance with this Agreement. The Union will also be notified by the Employer if the Health Unit reduces its services. In addition, the Employer will provide employees with medical screenings and physicals that are required for identified job descriptions and/or are within the bounds of its contract for these services. Health Unit visits will be approved by the Employer on duty time or as excused absence, provided the employee informs his/her leave approving official that the requested time away from the office will be used for Health Unit services.
- B. The Employer will provide employees, when practical, with information concerning of the nearest medical service facility/clinic where emergency medical services can be provided. Employees will also be informed of the procedures to use to contact the local emergency management system (e.g., paramedics, fire departments, police departments, ambulance services, etc.). Employees should assume personal responsibility for taking appropriate steps to inform themselves about emergency services and procedures.
- C. Contingent upon funding, the Employer will offer cardiopulmonary resuscitation (CPR) and automatic external defibrillators (AED) training to interested employees at all facilities. The training will be offered at least annually on duty time. The Employer will arrange for such training in an appropriate form and setting (e.g., within an OPDIV/STAFFDIV, in combination with other OPDIVS of HHS, or on a multi-agency basis). The Employer and the Union will encourage employees to take the course. If the local facility emergency action plan contains provisions for publicizing the names and locations of CPR/AED trained employees, the employee must first give permission to the Employer to publicize his/her name.
- D. Other health promotion and disease prevention information will be made available by appropriate means.

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- E. The Employer will provide the local Union chapter with the name of the Employer safety officer or other contact person for health and safety matters, as well as the location and availability of relevant resource materials.

SECTION 5

The Employer agrees to continue to provide periodic health and safety presentations for employees. Health and safety program information will be disseminated and posted in accordance with 29 CFR 1960.12(e).

SECTION 6

The Employer will provide advance notice to the Union when physical construction will occur to a worksite and when pesticides, paint, carpet glue, HVAC cleaning agents, and similar construction and maintenance chemicals are used in a large-scale application. In such cases, provisions will be made for individuals with administratively acceptable documented special health conditions. Where possible, the notice will be given at least forty-eight (48) hours before the construction occurs or before the above-named chemicals are to be used. When the use of such chemicals occurs in buildings not controlled/managed by the Employer, the Employer will notify the Union Chapter President as soon as it is aware of such use. Warning statements and Material Safety Data Sheets (MSDS) given to the Employer or its agents by the organization applying such materials will be available for inspection. When the Employer determines that there is a reasonable likelihood of harm due to application of such materials or a reasonable likelihood of disruption due to the construction, employees will be directed to move to another work area until their area is determined to be safe for use. Emergency situations may arise that require the use of such chemicals or that require unplanned construction. In these instances, the Employer will respond and notify the Union as soon as possible.

SECTION 7

- A. The Employer will comply with all government-wide regulations relating to health benefit coverage for employees and open season procedures.
- B. The Employer will furnish to employees, as early as possible during the open season, with the information on electronic sources for materials relating to health benefit coverage, including, when available, the open season instructions, a list of the benefit rates for all OPM-approved health benefit plans for which employees qualify (including any plan offered by the Union), and all summaries of coverage (both in cross-plan comparison and plan-specific formats, if available) provided by OPM. Open Season information is available from the OPM Website at <http://www.OPM.Gov/insure/index.htm>.
- C. The Employer will provide hard copies of each OPM-approved plan for which employees qualify in those locations where electronic access is not available.

SECTION 8

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When it is necessary for an employee to leave work and return home because of illness or incapacitation, the Employer will, to the extent possible, facilitate in securing a means to transport the employee home. The Parties recognize that the employees' monetary, tort, and pecuniary liability is governed by statute and decisions of the Comptroller General and the Federal Courts. The Employer assumes only that responsibility and liability allowable by law, regulation, or such decisions.

SECTION 9

- A. Subject to budgetary constraints, the Employer shall provide employees who are required to use computers on the job with work stations or desks that are designed for computer monitors and that may include adjustable keyboard trays, adjustable work surfaces which are large enough to accommodate the computer workstations, e.g., printers manuals, work papers, and any other equipment required by the employee to perform the duties and responsibilities of their positions. Wrist rests may be provided if requested by individual employees.
- B. As furniture is replaced, the Employer shall provide employees, at their request, with ergonomically designed furniture that meets commonly accepted industry standards, e.g. chairs that shall include arm rests, etc. If more than one (1) style of chair is available at any facility, bargaining unit employees shall be offered an opportunity to choose the chair of their choice.

SECTION 10

Joint labor-management Health and Safety Committees, with equal representation, may be established in the Headquarters location of each OPDIV, in each Regional Office (on a multi-OPDIV basis if the Employer so desires), and/or at a separate field office level. The Committees' function and procedures may include studying health and safety problems and pursuing recommendations for their resolution to appropriate officials. Existing Health & Safety Committees shall continue to operate for the duration of this Agreement and under the same procedures and practices as are currently in effect.

SECTION 11

- A. When employees are injured in the performance of their duties, they will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees Compensation Act. Information will be provided about the type of benefits available, including specific reference to their option to file a claim for disability compensation if they are disabled for work.
- B. The Employer will provide an employee who is injured while in work status with a copy of the current Pamphlet CA-550, which answers questions about the Federal Employees Compensation Act. A copy of Pamphlet 550 will be kept in the servicing personnel office and on the HHS intranet.

SECTION 12

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The Employer will provide the Union copies of reports of all health and safety accidents that result in loss of time from the job. At the Employer's option, these may be provided to the chapter(s) with jurisdiction over the place where the accident happened.

SECTION 13

- A.** Employer drug testing will be carried out in accordance with all applicable laws and government-wide rules and regulations.

- B.** Test results will be protected under the provisions of the Privacy Act of 1974, 5 U.S.C. section 552a, and Pub. L. 100-71, section 503. Employees subject to drug testing will, upon written request, have access to any records relating to their drug test(s).