

**BETWEEN
THE NATIONAL TREASURY EMPLOYEES UNION
AND
THE ENVIRONMENTAL PROTECTION AGENCY
CONCERNING HEALTH AND SAFETY MATTERS PERTAINING TO
REENTRY TO THE WORKPLACE**

This Memorandum of Understanding (“MOU”) is between the Environmental Protection Agency (“EPA” or “Agency”) and the National Treasury Employees Union (“NTEU” or “Union” collectively referred to as “Parties”) concerning health and safety matters pertaining to the return of employees to EPA offices. The Parties understand the Agency values the health and safety of our workforce while performing the Agency’s mission of protecting human health and the environment, and that the process for returning employees to in-office reporting requirements should be consistent with these values.

RETURN DATE AND NOTICE. The Agency will require employees to begin the transition to their regular in-office reporting schedules beginning the pay period April 24, 2022 except that, no NTEU bargaining unit employee will be required to physically return to the office prior to May 2, 2022 (“reentry date”).¹ EPA will provide all bargaining unit employees with no less than forty-five (45) days² advance notice regarding reentry to the workplace, and provided such notice for the April 24, 2022 reentry date on March 10, 2022. Physical return to the workplace will occur in a phased-in approach as outlined below.³

1. First pay Period – At least one day a pay period;
2. Second Pay Period – At least two days a pay period ;
3. Third Pay Period – Three days in the pay period (if applicable); and
4. Fourth Pay Period – Resume “normal” schedules.

Fourteen (14) days before the reentry date, and on a weekly basis thereafter, the Agency will reassess safety conditions related to COVID-19. The Agency will delay the reentry date for any or all phases or revert to a maximum telework posture if the Agency determines that doing so is necessary to protect the health and safety of employees based on COVID-19 conditions and that other available approaches would be insufficient. The Parties acknowledge that in accordance with guidance from the federal government, telework and remote work are methods which, among others, can be used to mitigate COVID-19 safety issues. The Parties will meet ten (10) days before

¹ Anyone who has been working outside the local commuting area and must move in order to physically report to their Official Worksite two times per pay period may be granted the opportunity, subject to supervisory approval, to rearrange scheduled in-office days across the phase-in period, provided that doing so is consistent with operational needs.

² “Days” refers to calendar days throughout this agreement unless otherwise noted.

³ During the phased-in approach employees will not be required to report in-office more frequently than outlined above and may report less frequently in accordance with an approved telework agreement.

reentry begins, or as close to that date as feasible, for bargaining unit employees and the Agency to discuss health and safety concerns, and reentry plans. No later than two (2) business days in advance of the meeting, the parties will agree to an agenda and the presence of any appropriate Subject Matter Experts (SME). The Agency further agrees to provide NTEU with the following information for three months, without any prior request:

- a. EPA agrees to notify the Union via email generally within twenty-four (24) hours of a contact tracer or EPA Contractor Officer Representative (COR) or Contractor Officer (CO) being notified about any person who has tested positive for COVID-19 and has been present in an EPA facility within two (2) days prior to being presumed positive or obtaining a positive test result. If circumstances prevent EPA from providing notice within twenty-four (24) hours, notification will be provided as soon as practicable.
- b. EPA agrees to provide the Union with a monthly report beginning April 1, 2022, the number of positive cases for every official EPA locations with NTEU bargaining unit employees. Positive cases include but are not limited to COVID-19 confirmed cases for employees, contractors, grantees and visitors made known to the Agency, and any other COVID-19 case categories tracked by the Agency (e.g. suspected cases). This report will identify the total number of employees, contractors, grantees and visitors at each location. After three months this information will be provided only upon an information request from NTEU.

2. CARETAKER BENEFITS.

- a. Recognizing, among other things, the impact family obligations can have on employee health and wellbeing, leave, including administrative leave, to the fullest extent it is available under Agency policy⁴, for childcare, eldercare, or other primary caregiver obligations, may be granted with supervisory approval, before reentry to the workplace, and will remain available for those employees whose children are unable to attend school or childcare services due to COVID-19-related facility closures or required isolation or quarantine, or whose other primary caregiver obligations are similarly impacted due to COVID-19-related closures or required isolation or quarantine.
- b. Absent urgent work-related needs, employees with caregiver obligations as described above may be granted telework and employees on an approved flexible work schedule may also be permitted to work schedules with start times as early as 5:00 a.m. and end times as late as 11:30 p.m. local time, Monday through Saturday, with core hours of 11:00 a.m. – 1:00 p.m. on Wednesday. Employees may be permitted to work additional hours in the evening to make up for breaks during the day needed for caregiving reasons with supervisory approval. These work schedule flexibilities will remain in effect until the pandemic emergency is declared over or until December 31, 2022, whichever comes first, or for any greater period provided for by the Agency. It is understood that even after these initial flexibilities

⁴Including the Agency's administrative leave guidance for dependent care, issued on or about March 30, 2022.

terminate, employees may seek additional flexibilities pursuant to Section 3(e) of this MOU.

3. WORKPLACE SAFETY.

- a. For the duration of this MOU, EPA will make reasonable efforts to maintain compliance with the cleaning, sanitary practices, signage, social distancing, contact tracing, masking, testing, screening, spacing, indoor air quality and ventilation, HVAC, and applicable COVID-19 safety guidance, requirements, and federal regulations provided by the Safer Federal Workforce Task Force (SFWTF), Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA), and other applicable U.S. governmental agencies or Executive Order. The Agency will follow its COVID-19 Workplace Safety Plan, which is necessary to protect employee health and safety⁵. Should differences exist between the Agency's COVID-19 Workplace Safety Plan and the guidance or regulation listed above, the more protective standard of employee safety will be applied.
- b. EPA will notify employees about COVID-19 work-related exposures in accordance with its applicable policies and procedures, including its contact tracing policy. Visitor screening will be in accordance with Agency-promulgated policies and procedures. The Agency will meet with Chapter Presidents upon request to discuss, on a local facility level, visitor policies factoring in local conditions. Employees and others working at EPA facilities who have been in close contact with a COVID-19 affected person are encouraged to notify their supervisor (or COR or monitor), and should self-quarantine if required by CDC guidance. Employees who may have been in close contact with the employee who tested positive, or is suspected by the Agency to be positive, may, subject to supervisory approval, request leave or utilize situational⁶ telework (for any non-telework days) during the CDC-recommended quarantine period, provided no situation exists requiring physical presence at the worksite as determined by the supervisor. In accordance with the Agency's testing guidance, employees required by the Agency, to take a COVID-19 test may do so on duty time at the Agency's expense. In situations not covered by established testing protocols such as contact-tracing the Agency will provide testing for individuals with signs and symptoms consistent with COVID-19 manifesting during field work, during official travel or during working hours at an EPA facility. The Parties note that when asymptomatic individuals are identified as close contacts through other contact tracing programs, or have a recent known or suspected exposure to COVID-19 in the course of their personal lives, they are encouraged to have COVID-19 testing during non-duty hours.
- c. Employees with concerns about social distancing should raise these directly with their first-line supervisor who will take reasonable steps in an attempt to address the concerns after a discussion with the employee. If the employee's concern is not

⁵The current safety plan is attached hereto as Appendix A.

⁶ "Episodic telework" and "situational telework" are interchangeable terms.

addressed, they may raise such concerns with another manager in their chain of command. Upon request an employee will be provided a written explanation of any denied request⁷. The Agency will ensure its plans to limit transmission risk in spaces such as elevators are accessible to employees and NTEU. The agency will comply with American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards regarding ventilation in buildings occupied by EPA employees. If the Agency has less than direct control on a particular matter due to a building being a leased or GSA-managed facility, the Agency will exercise its authority to the maximum extent practicable to accomplish its objectives.

- d. EPA will offer all employees virtual attendance as an option for attending meetings where feasible. Employees with concerns about meeting in-person are encouraged to discuss this with their supervisor. Employees may attend meetings virtually from their own workstation or office when meetings are held on one of their in-person workdays, if doing so accomplishes the purpose of the meeting as though they were attending in person. EPA supervisors will make reasonable efforts to ensure that employees have the means to attend such meetings virtually. Since the EPA will rely heavily on technology to facilitate effective communication and collaboration for individuals who may not be occupying the same physical workspace, the Agency will continue to leverage technology to support a hybrid workplace.
- e. Employees may request telework, situational telework, or other workplace flexibilities (e.g. rearranging scheduled in-office days or hours) based on their personal situations and/or COVID-19 levels. Such situations include but are not limited to EPA facility-specific concerns related to COVID-19, residing with individuals who have increased vulnerability to COVID-19 and/or heightened risk of COVID-19 exposure in an employee's community. Such requests will not be unreasonably denied. In the event the employee's specific requests cannot be granted based on work needs, the supervisor will discuss possible alternatives with the employee. If the employee's personal situation changes, the employee will inform the supervisor as soon as practicable.
- f. During the first six (6) pay periods following full reentry⁸ of all BUEs, employees who wish to alter their scheduled hours, change schedule type, or alter telework days due to unforeseen circumstances during the transition period, may generally be permitted to do so with supervisory approval.
- g. Upon request of NTEU, the Agency will meet with NTEU, as promptly as feasible given the parties' schedules, to discuss COVID-19-related issues regarding reentry into the physical workplace.

⁷ Nothing herein will supersede the grievance procedure outlined in Article 34 of the NTEU Collective Bargaining Agreement.

⁸ Full reentry is defined as when all employees have resumed their regular schedules with regard to in office reporting.

- h. COVID-19 related safety concerns will be considered by the Agency in granting flexibility in arrival times.
 - i. Employees will be permitted to voluntarily wear masks while performing Agency duties. Employees who report on site to any degree will be given access to free masks.
 - j. Hand sanitizers are positioned in each entrance lobby. Hand sanitizer (with at least 60% ethanol) and disinfecting spray or disinfecting wipes are provided in office common areas. Hand sanitizer, disinfectant spray or wipes, and disposable gloves will be provided in office areas and staff is encouraged to disinfect all contact work surfaces in their cubicles and offices daily. EPA facilities also include signage encouraging frequent handwashing. EPA-controlled facilities will have functional and filled soap dispensers in pantries and bathrooms and other areas where they are routinely provided in EPA space.
 - k. The Parties will participate in the ELCC according to its charter. Any change to the Agency's safety plan to conform to new CDC or SFWTF guidance will be discussed at the ELCC and, if no consensus is reached, changes will be bargained on an expediated basis.
4. **INDIVIDUALS AT INCREASED RISK.** Individuals who inform management that they are at increased risk for developing significant health complications (including increased fetal risk) from contracting COVID-19, as identified in CDC guidance, may request telework and/or other workplace flexibilities to address their individual situation. Such requests will not be unreasonably denied.
5. **REENTRY AND MEDICAL ISSUES.** The Agency will address any requests for reasonable accommodations (RA), including any interim relief, through the existing RA process. If the Agency doesn't respond to an RA request before the first phase of reentry, an accommodation will be provided on an interim basis pending a final decision. The Agency will respond to medical telework requests in accordance with the NTEU CBA and any applicable agreements between the Parties. Delays in the production of medical documentation by an employee will not forestall an employee's physical return to the workplace, unless the employee has made a good faith effort to obtain necessary documentation but delays outside their control have occurred.
6. **COMMUNICATIONS ON REENTRY.** As soon as practicable after this MOU is executed, prior to the first phase of reentry, EPA and NTEU will jointly hold at least one (1) Teams Live meeting with bargaining unit employees to provide information about the reentry process and answer any questions from employees. Up to two (2) NTEU representatives and two Agency representatives will be present to address employee questions. Parties will exchange the names of their representatives as soon as practicable, but no later than two (2) business days in advance. The Agency will ensure its safety plan, and reentry related protocols, as well as this MOU, will be accessible to employees and that employees are informed about where to access such information. Questions and answers from the meeting will be documented and posted on the Agency intranet as soon

as practicable prior to reentry. The parties agree to work together to draft a joint statement as soon as practicable prior to reentry regarding reentry, and this agreement, to send to all employees at NTEU locations. (Headquarters, Region 7, Region 9, Cincinnati, NTEU fulltime teleworkers.)

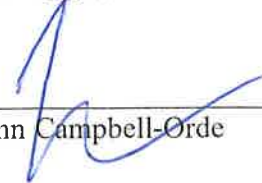
7. **RESPONSE TO EMPLOYEE CONCERNS.** Employees with concerns about COVID-19 related safety issues should raise these directly with their first-line supervisor who will take steps to address the concerns in a reasonable amount of time. If the employee's concerns are not timely addressed, they may raise such concerns with another manager in their chain of command or any other appropriate personnel under Agency policy.⁹
8. **TRAVEL.** Protocols for vaccinated and unvaccinated employees traveling or wishing to travel on Agency business will be consistent with SFWTF and CDC guidance. Restrictions on travel for vaccinated employees will be lifted when this agreement goes into effect. Employees who had sought permission to travel but had previously been denied based in whole or in part on travel restrictions for vaccinated employees may have their request reconsidered, upon request. If an NTEU employee whose position requires travel is required to travel on Agency business, the NTEU employee may assess COVID-19 conditions in their destination and may raise their concerns with their travel approving official for consideration. The Agency official will consider any requests by the employee to mitigate risk, including potentially delaying such travel, teleconferencing, and telework. If an employee has traveled in the performance of their duties to a conference or other event which involves interacting with large numbers of people, that employee is encouraged to notify their supervisor about concerns regarding COVID-19 exposure, and supervisors should work with such employees upon request to discuss workplace flexibilities, such as situational telework, to mitigate risk before the employee reports to the physical worksite. If use of a Privately Owned Vehicle (POV) is determined by the Agency to be advantageous to the Government for Temporary Duty Travel (TDY) safety reasons, then an employee should be reimbursed an applicable mileage rate based on the type of POV. See 41 C.F.R. 301-10.303. If an employee is authorized to use a Government Owned Vehicle (GOV), but decides to use a POV instead, the employee should refer to the federal travel regulations to determine what type of reimbursement is appropriate.
9. **LOCAL HEALTH AND SAFETY MEETINGS.** The Agency agrees to schedule a meeting for the local health and safety committee as soon practicable upon request from the Chapter President. In this initial meeting the parties will include as an agenda item the issue of improving bike facilities, (e.g. locker rooms) and may continue these discussions into future meetings. This initial meeting will also include on the agenda, if of interest to either party, discussions around improving access to soap and sanitizing products in bike facilities. The union may also request to bargain bike-related issues in accordance with Article 33 of the NTEU CBA.
10. **TRANSIT SUBSIDIES.** The Agency will respond within a reasonable time to any questions or concerns from employees concerning transit subsidies. Transit subsidies are

⁹ Nothing herein will supersede the grievance procedure outlined in Article 34 of the NTEU Collective Bargaining Agreement.

currently available in the same way they were pre-pandemic. Employees will be reimbursed for commuting expenses in accordance with the Agency's transit subsidy policy and subject to the NTEU CBA.

- 11. TESTING.** Any screening testing and diagnostic testing will be in accordance with SFWTF guidance. The Agency will pay for or reimburse the cost for COVID-19 tests required by the Agency, whether screening or diagnostic, in accordance with the Agency's testing program. Employees will be reimbursed for reasonable travel costs incurred for any required COVID-19 test and such required testing will occur on duty time. When required to be tested, an employee may take any test considered satisfactory under Agency policy. Any employee will be individually notified by the Agency about the need for any screening or diagnostic testing and provided with adequate time to obtain such testing. Any employees administering their own test may display the results on videoconferencing per the Agency's testing policy. Employees with a suspected COVID-19 close contact are encouraged to request telework if they have available portable work or request leave.
- 12. ADDITIONAL PLANS ON REENTRY.** Should any matters arise in connection with reentry which affect conditions of employment, are not de minimis in nature, and are not specifically addressed in this MOU, EPA will provide NTEU with appropriate notice and an opportunity to bargain such changes in accordance with controlling law, rule and regulation including Article 33 of the CBA. With regard to any matters not specifically addressed herein, nothing in the MOU should be considered a waiver to any rights or obligations to bargain over any reentry plans once finalized and noticed to NTEU.
- 13. SIGNIFICANT PROBLEMS.** If either party becomes aware of significant unanticipated problems that arise following the implementation of the transition, EPA or NTEU will inform the other, and the Parties will meet to discuss and attempt to resolve them as soon as practicable.
- 14. DURATION.** This MOU will remain effective for six (6) months from full reentry unless the parties agree to reopen this MOU. Either party may demand additional negotiations, including on a potential extension, if COVID-19 community levels reach high according to the EPA Dashboard or CDC guidance at any union represented facility. The Parties may mutually agree to extend this MOU for an additional three (3) months for any reason. Nothing herein shall prevent the Agency guidance referred to in paragraph 2(a) and 2(b) from continuing to apply to NTEU employees beyond the duration of this MOU.

For NTEU:


John Campbell-Orde
DATE 3/31/21

For the Agency:

DENISE CASTRO
Digitally signed by DENISE CASTRO
Date: 2022.03.31 11:33:35 -04'00'
Denise Castro
DATE