

HEALTH, SAFETY, AND ENVIRONMENT

SECTION 1. GENERAL PROVISIONS: The Parties recognize that a safe and healthful work environment is valued by the Agency; is necessary for the accomplishment of the Agency's missions; contributes to a high quality of life for the employees, and therefore agree to this Article to aid in the protection of employees from communicable diseases, maintain a healthy working environment, and provide preventive measures.

A. OSHA Program: It shall be the responsibility of the Agency to establish and maintain an effective and comprehensive Occupational Safety and Health Program in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970 (referred to as the Act), Executive Order 12196, and 29 Code of Federal Regulations (CFR) Part 1960.

B. Safe Working Conditions: The Agency will continue to provide and maintain safe and healthful working conditions by correcting unsafe conditions and eliminating unsafe practices, and the Union will actively encourage all Unit employees to work in a safe manner.

C. Pregnancy and Nursing Mothers: The Agency will make every attempt to ensure that pregnant employees are not exposed to potentially harmful contagions and shall not be placed in situations that may place her or the unborn child at risk to their health. The same considerations shall apply to nursing mothers. Employees are entitled to contact Occupational Health for enrollment in the pregnancy surveillance program.

D. Provision of Relief: The Agency's responsibility is to ensure work is performed in a safe manner. The Agency will provide the necessary equipment (i.e., hand-trucks, carts, and bed lifts) and/or additional personnel to perform assigned tasks in a safe manner.

SECTION 2. MEDICAL AND OTHER PERSONAL PROTECTIVE EQUIPMENT (PPE):

A. Provision of PPE: The Agency will provide (at no cost employees) the necessary protective clothing, equipment and safety devices to protect all employees from hazardous conditions. The protective equipment provided shall be in accordance with appropriate OSHA standards and all other applicable standards/laws/directives. Unless equipment is designed for reuse or sharing, i.e., X-Ray aprons, there shall be sufficient supply so that employees are neither expected to reuse or share the equipment.

B. Types of PPE: Commonly needed types of PPE include but are not limited to: safety glasses, safety shoes/boots, gloves, gowns, and hearing protection. For example, Food and Nutrition Service employees will be provided with at least one pair of skid resistance shoes each year, and water proof or safety shoes where necessary to maintain safe working conditions.

C. Medical PPE: The Parties agree that employees are an essential resource in caring for patients. The Agency will take appropriate precautions hospital-wide to prevent the spread of infectious disease. This includes following appropriate contagion protocols, ensuring ample

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supply of medical PPE, i.e., masks and hand sanitizer, are available in patient waiting rooms and throughout the facility, and encouraging their use.

D. Respirators: If respirators are required for safety and health, each employee will be fit-tested and trained on the proper care of the issued device, i.e., N95 respirator. Unit employees who are in positions that require a clean shaven appearance may request a waiver by providing appropriate medical documentation to Occupational Health.

SECTION 3. SAFETY RESPONSIBILITIES: Employees have a primary responsibility for their own safety, including the obligation to know and observe safety rules and practices as a measure of protection for themselves and others.

A. Improving Safety Conditions: Employees may freely participate in the Agency's Occupational Health and Safety Program and may offer suggestions for improving safety conditions in the workplace at any time. Such suggestions may also be offered by the Union.

B. Right to Report: The Agency agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee who raises concerns or files a report about workplace conditions or activities that could harm workers or members of the public.

SECTION 4. WORKPLACE VIOLENCE: The Parties adopt the NIOSH definition of workplace violence as "violent acts (including physical assaults and threats of assaults) directed toward persons at work or on duty".

A. Reports: Upon request, the Agency shall provide the Union with incident reports of violence in the workplace, redacted in regard to the privacy rights of all concerned as necessary.

B. Weapons: Possession or use of firearms or other dangerous weapons on federal owned or leased is illegal per [18 USC Section 930(a) and (b)] and may be grounds for disciplinary action.



SECTION 5. SAFETY TRAINING:

A. Requirements: No employee will be required to perform duties involving known and obvious safety or health hazards without first receiving instructions concerning the hazards, proper work methods, and the protective measures and equipment to be used

B. Voluntary Protection Programs (VPP): VPP promotes effective worksite-based safety and health. The Parties will explore the implementation of VPP.

SECTION 6. SAFETY COMMITTEES:

A. Union Participation: The Union President may appoint representatives to participate on all Agency safety activities and committees. Bargaining unit employees participating in safety activities shall be on duty time.

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B. Inspections and Reports: The Union Representative will be granted, upon request, access to Agency safety reports, provided names of collateral duty safety officers, and allowed to accompany the Safety Officer during regular safety inspections of space, and other Agency Walkthroughs (i.e., Joint Commission Prep) as an observer, and subject to operational needs.

C. Union Rights: Union participation on the Agency Safety Committee will not to be construed as a waiver of the Union's right to collective bargaining, including notification, in accordance with the "Bargaining During the Term of the Agreement" Article of this CBA.

SECTION 7. IMMINENT DANGER SITUATIONS:

A. Definition: The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures [29 CFR 1960.2(u)].

B. Declining Work: Consistent with 29 USC 651 and 29 CFR Part 1960 the employee has a right to decline to perform his or her assigned tasks because of a reasonable belief that the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. The employee must report the situation by the most expeditious means possible to their supervisor or designated official who is immediately available.

C. Return to Work: If the condition can be corrected and the employee agrees there is no longer an imminent danger, the employee must return to work. If the supervisor cannot correct the condition, the supervisor shall request an inspection by facility safety and/or health personnel.

D. Inspection: A Union representative may be present during the inspection by the facility safety and/or health personnel. If facility safety and/or health personnel decide the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. Reports of these incidents will be provided to the Union through the safety committee on a quarterly basis.

E. Evacuations: If there is an emergency situation in a work site, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Agency shall take precautions to ensure the safety and health of employees. Employees will not be readmitted to an evacuated area until it is determined that the danger no longer exists.

F. Reporting: When the Agency receives a report that an actual or potentially dangerous and/or unhealthful condition is present at a particular work site, the Safety Office shall investigate and report its findings to the supervisor or employee who submitted the report. Such findings will be reported to the Health and Safety Committee on at least a quarterly basis. Upon request, the Union may receive copies of such reports.

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SECTION 8. DISABILITY RETIREMENT/FECA CLAIMS: Procedures for disability retirement and Office of Worker's Compensation Programs (OWCP) are governed by the "Worker's Compensation:" Article of this CBA and other applicable authorities.

SECTION 9. INDOOR AIR QUALITY:



A. Requirements: The Agency shall provide safe and healthful indoor air quality by conforming to applicable laws, guidelines, and regulations. In compliance with engineering standards, the Agency shall maintain ventilation efficiency. Reasonable efforts will be made to provide comfortable humidity and temperature control.

B. Outside Contamination: In all facilities the Agency shall ensure that appropriate measures are taken to minimize and/or eliminate the impact of contamination from outside sources such as garages, cooling towers, building exhausts, etc. Where the levels of such contaminants become a threat to health, the Agency will either seek to relocate or evacuate the facility.

C. Inspections: On-site investigations/inspections will be conducted, in accordance with accepted industry standards, when a problem concerning Indoor Air Quality or Building Related Illness is formally brought to the Agency's attention. Upon request, the Union will be provided a copy of the resulting report.

SECTION 10. RENOVATION AND CONSTRUCTION: Wherever management decides to alter the physical work site of employees represented by the Union, the Agency will do the following:

1. Isolate areas of significant renovation, painting, and carpet laying from occupied areas that are not under construction;
2. Where feasible, perform this work during evenings and weekends. Ensure that contaminated concentrations are sufficiently diluted prior to occupancy;
3. Supply adequate ventilation during and after completion of work to assist in dilution of the contaminant level; and
4. In space which is not owned by the Agency, the Agency will work with the responsible party (e.g., Army, Navy, or GSA) in order to achieve and maintain these standards.

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SECTION 11. HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL:

A. Environmental Differential (Federal Wage System)

1. In accordance with 5 CFR Part 532, Subpart E, Appendix A, the appropriate environmental differential will be paid to an employee who is exposed to an unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories stated therein.
2. If at any time an employee and/or the Union believe that differential pay is warranted under 5 CFR Part 532, Subpart E, Appendix A, the matter may be raised at Step 3 of the Negotiated Grievance Procedure.
3. Employees subject to cold work for any amount of time will either be provided personal freezer wear including jackets, gloves and hats, or the employees will receive cold work differential pay for any and all cold work, to be compensated in fifteen minute increments.

B. Hazardous Duty Pay (General Schedule System)

1. Pay for irregular or intermittent duty involving physical hardship or hazard for General Schedule (GS) employees will be paid in accordance with the provisions of OPM regulations (5 CFR, Part 550, Sub-part I).
2. The Parties agree that any physical hardship or hazardous duties must be considered as part of position classification. Upon request, the Agency shall inform the employee or Union whether or not such duties were taken into account in establishing the grade of the position and how the duties affected the grade established including whether, absent those duties, the grade would have been lower.

SECTION 12. IMMUNIZATIONS:

A. Protection From Disease: Through vaccinations and immunizations of employees, the Agency will assist in maintaining a high level of protection against epidemics of communicable disease such as influenza, hepatitis B, MMR, varicella. This will include the administration of required vaccines (including PPD), prophylactic drugs, and agents, usually without charge. Employees will be notified in advance of any charges and the amount, given the option to accept or not accept the immunization/vaccination, and provided information about other service providers who provide the immunization/vaccination.

B. New Vaccine Programs: Prior to implementing any new vaccination or immunization program for any employee populations, justification will be provided to the Union.

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2. A list of medical surveillance programs and the positions which they cover, i.e., the "fit-tested" for respirators program.
3. Notice and information regarding any lost-time due to injury from an on-the-job accident.

SECTION 15. OCCUPATIONAL HEALTH SERVICES:

A. Occupational Health Services: The Agency will provide an occupational health services program for all bargaining unit employees consistent with this Agreement and DOD policy. Such services will be provided under the direction of a licensed independent practitioner, and may include providing information regarding available community health resources when requested by the employee.

B. Information Needed for Assessment: The occupational health unit will be provided the information necessary to assess that employee's ability to perform the job, to include the duties of the position and relevant medical information from the employee or the employee's physician.

C. Ergonomic Furniture and Equipment: The Agency will provide appropriate ergonomic furniture or equipment designed to prevent and decrease injuries. Employees may request an ergonomic assessment from the Occupational Health Office, and may submit a self-assessment as part of this process. Following the Assessment, appropriate ergonomic furniture/equipment will be provided if indicated.

D. Health Maintenance Examinations: The Agency will provide, or make arrangements for, health maintenance examinations for all Agency employees eligible for them. The occupational health care provider will use discretion in determining how comprehensive the medical evaluation will be. Special tests and diagnostic procedures may be ordered as appropriate. Employees will be informed of the results of their evaluation and encouraged to follow up with their primary care provider for further treatment, if indicated. Supervisors shall allow duty time to attend such medical appointments as needed. Duty time shall be authorized when the Agency offers health maintenance examinations, to include:

1. Physical examinations at no charge to the employee for employees whose positions require annual physicals or other examinations required by law. An employee may be required to pay for specialized examinations or treatments which are not required for employment.
2. Pre-placement examinations where required by applicable laws, DOD policy, or the OPM instructions.
3. In-service occupational examinations of employees or examinations to appraise and report work environment health hazards to prevent and control health risks, as required;
4. When offered, preventive services to provide health education to maintain personal health; and to provide specific disease-screening examinations and immunizations, in accordance with this Agreement.

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C. Exceptions: The Agency shall offer required immunizations at no cost to the employee.

1. No employee shall be forced to participate in an immunization program if the employee has a medical condition which would be adversely affected by the immunization. A statement from the employee's health care provider that an immunization is contraindicated will be sufficient evidence of such a medical condition. The Agency may request a new statement on an annual basis.
2. An employee may also receive an exemption based upon their religious beliefs. The Agency may require an employee to submit a written statement that he or she has a religious belief that conflicts with immunization. Any dispute over whether the statement is sufficient to establish evidence of a religious belief shall be referred to the EEO Office.
3. The Agency shall keep any statements dealing with exceptions confidential.

SECTION 13. ARRANGEMENTS FOR HEALTH HAZARDS INVOLVING COMMUNICABLE DISEASES:

A. Exposure in the Course of Employment: The Agency will provide timely assessment and/or testing for employees who reasonably believe they were exposed in the course of their employment to a serious infectious disease, including TB and blood borne pathogens. There will be no charge to the employees for leave or cost for the exam when conducted at Agency controlled facilities. When there is contact with a person who may have tuberculosis (TB), the Agency will keep records of employees' exposure to active TB at the work site.



B. Leave for Communicable Disease: The employee who is ill as a result of a communicable disease will be granted sick leave or leave without pay upon request.

C. Suspected But Unverified Disease: If the employee is suspected to have contracted a communicable disease, and is sent home from the worksite without valid verification of the illness, there will be no charge to leave. In such instances the employee must be available to return to duty upon request, unless the employee requests to use sick or other leave.

D. Arrangements for Pandemics: Temporary telework arrangements are appropriate for those employees who cannot report to work due to a pandemic occurrence, provided the position held is conducive to telework. During a pandemic, and in accordance with guidance from OPM or other recognized authority, the usual requirements for telework may be waived in order to benefit both the Agency and the employee.

SECTION 14. OTHER REPORTS: Upon request and within a reasonable period of time the Agency will provide:

1. All reports relevant to the general occupational safety and health of bargaining unit employees.

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5. Post-exposure examinations, as mandated by applicable regulatory agencies.
6. Medical surveillance for employees exposed to hazardous Materials and also for communicable diseases (such as asbestos exposure, or tuberculosis).
7. Cooperation with local public health agencies, physicians and programs in providing measures that protect against diseases of public health significance.

SECTION 16. TREATMENT AT AGENCY FACILITIES:

A. On the Job Injury: Employees are entitled to medical treatment by the Occupational Health facility for any medical condition, including first aid and medical care resulting from any on-the-job injury or exposure.

B. Notice to Supervisors: Employees shall notify their supervisors when they seek treatment from an occupational health unit. When this is not feasible, they may report directly to the occupational health unit to render necessary care. The Agency will have written procedures on how to address emergent/urgent medical issues occurring to employees. Employees are entitled to medical treatment by the Occupational Health facility or Emergency Department for any medical condition, including first aid and medical care for any on-the-job injury or exacerbation of a previous medical condition stemming from occupational injury or exposure, while on duty.

C. First Aid and Emergency Care: Treatment may be rendered at Agency facilities when Emergency-Diagnosis and first aid treatment of an injury or illness becomes necessary during working hours and is within the competency of the professional staff and facilities, whether or not such illness was caused by employment. Pharmacy services may be provided to stabilize an employee's health condition. DTHC shall be considered an authorized medical facility for these purposes. In cases where necessary emergency treatment is not available onsite, the employee may be taken by ambulance to his/ her physician or suitable community medical facility, if the employee requests it or in those cases where the employee is unable to request it.

D. Transportation and Hospitalization: In the event transportation or hospitalization is required, the employee will be responsible for associated costs; on an annual basis, employees shall be advised in writing that they may be charged for transportation and hospitalization.

E. Non-Emergent Treatment: The Agency may offer treatment of non-work related conditions in tracking of infectious diseases among the employee population. Treatment may be rendered at Agency facilities if an employee suffers a minor illness or injury which interferes with their ability to perform their duties. Treatment will be limited to relieving discomfort, including emergency treatment for minor dental conditions, and to enabling employees to remain at work. However, in an emergency, appropriate care to stabilize and transport the employee will be rendered.

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F. Follow up Care: These treatments are not intended to provide definitive medical or dental care or replace the employee's primary care provider. It is an expectation that all employees will have a private personal physician or healthcare provider. The employee will be referred to their private physician or dentist for any follow up care.

G. Confidentiality: The confidential nature of medical conditions shall be recognized and respected. Any employee medical information generated as a result of civilian employment and maintained by the Agency shall be coded as "sensitive".

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