

MEMORANDUM OF AGREEMENT
BETWEEN
CENTERS FOR DISEASE CONTROL AND PREVENTION
AND
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2883
TO IMPLEMENT THE AGENCY'S RETURN TO THE WORKPLACE PLAN

I. INTRODUCTION

The parties to this Memorandum of Agreement (MOA) are the Centers for Disease Control and Prevention (hereinafter CDC or Agency) and the American Federation of Government Employees (AFGE), Local 2883 (hereinafter AFGE Local 2883 or Union).

II. AUTHORITY

This MOA is authorized under the provisions of 5 USC§ 7114 and the 2021 Master Collective Bargaining Agreement (CBA) between CDC and AFGE Local 2883.

III. PURPOSE

The purpose of this MOA is to provide the procedures and appropriate arrangements to be followed by the Union and Agency for returning bargaining unit employees from maximum telework, due to the COVID-19 pandemic, to the traditional worksite.

IV. SCOPE

The provisions of this MOA apply to all bargaining unit employees who are represented by AFGE Local 2883 (employees) as identified in the FLRA certificate of representation. This MOA does not interfere with management rights, nor does it apply to employees not represented by the Union.

V. TERMS AND PROVISIONS OF AGREEMENT

- a. The following constitutes agreement by the parties of all matters expressly negotiated regarding the Agency's actions surrounding a return to worksite order from the COVID-19 emergency. Nothing in this agreement permanently changes any provision in the current collective bargaining agreement unless specifically identified in this agreement. Nothing in this agreement shall be construed as a waiver of any right of employees or the Union.
- b. The Agency will provide notice to bargaining unit employees (BUEs) of new policies and requirements relating to the return to the worksite including this MOA on the agency's return to workplace intranet site. Bargaining unit employees will receive an email with the link to access the return to workplace intranet site. The Agency will make available on its intranet site information about COVID-19.
- c. Before an employee is required to return to the worksite, the Agency will provide advance notice of no less than 45 calendar days.
- d. The Agency's guidelines/policies are in place to protect the public's health. Therefore, prior to employees returning to the worksite, the agency will place posters that encourage staying home

when sick, cough and sneeze etiquette, hand hygiene, and social distancing guidelines. This will remain in effect throughout the pandemic.

- e. Employees who, while at the workplace, may have been exposed to COVID-19 or have been notified by the agency of exposure will be offered free COVID-19 test(s) while on duty. The Agency will also provide employees information on the leave categories that are available for use based on the employee's condition.
- f. When the agency receives notification of any exposure(s), of a person(s) with COVID-19 or suspected COVID-19 symptoms, all impacted employees, regardless of their workplace location(s), will be notified and the infected area(s) will be closed until cleaned. In providing notice, the Agency will follow HIPAA guidelines and the Privacy ACT.
- g. The Agency will comply with OSHA standards by providing masks, when required, to all employees who arrive at the worksite without their own mask.
- h. The agency will make hand sanitizer available in common areas of the worksite for use during the workday.
- i. The agency will follow OSHA and CDC guidelines for cleaning the worksite and comply with [29 CFR 1910.1200](#) and [1910.132](#), [133](#), [134](#), and [138](#) for hazard communication and PPE appropriate for exposure to cleaning chemicals.
- j. Bargaining unit employees may eat lunch at their workstation or office while minimizing office disruptions and using social distancing guidelines. If safety conditions are met, breakrooms and café dining will be reopened upon employee return to the worksite.
- k. Employees will be allowed to clean their workstations during duty hours.
- l. Office equipment that must be shared due to availability (i.e., copiers, printers, etc.) will be cleaned in accordance with CDC and OSHA guidelines.
- m. The Agency will follow CDC guidelines, when scheduling face to face meetings during the COVID-19 pandemic. When possible, the Agency will also conduct meetings remotely.
- n. Employees that have a medical condition that impacts their ability to report onsite to the workplace may request a reasonable accommodation. Information regarding the process to request a reasonable accommodation is available on the CDC intranet: [Reasonable Accommodation | OEEO \(cdc.gov\)](#)
- o. The Agency will continue to allow telework arrangements for those employees who cannot report to work due to COVID-19, provided the position held has been determined to be conducive to telework. The Agency may consider employee requests for remote work arrangements and process requests in accordance with Agency policy. Remote work is a special type of alternative work arrangement by which an employee is scheduled to perform work within or outside the local commuting area of an agency worksite and is not expected to report to an agency worksite on a regular and recurring basis. Employees must obtain managerial approval for remote work arrangements.
- p. Employees may submit a request for a new telework agreement to their immediate supervisor. Request for telework will be approved in accordance with agency policy. Telework flexibilities are based on position requirement looking not only at the primary functions of the job, but also at other responsibilities that may be amenable to being performed during occasional or regularly scheduled telework days.
- q. Bargaining unit employees that exhibit COVID-19 related symptoms while at the worksite must return home and call their healthcare provider for medical advice. As soon as they are able, they will contact their supervisors, who should follow the HIPAA guidelines and Privacy Act. To protect the health and safety of the workforce, Supervisors may require employees that exhibit COVID-19 related symptoms to leave the worksite. In so doing, the Agency will inform employees instructed to leave the worksite of their duty status to include telework options, if available, and leave where appropriate and available (e.g., Annual, Sick, COVID-19 Emergency Paid Leave, etc.) Supervisors

will also follow Agency policy protecting the employee's rights to due process in the use of enforced leave.

- r. Employees directed by the agency to quarantine due to exposure to COVID-19 at the workplace will be made aware of available telework flexibilities and COVID-19 Emergency Paid Leave, Public Law 117-2. The agency will permit the employee to use telework flexibilities during the time they must quarantine. Those who cannot telework will be informed about available leave options.
- s. The Agency will follow the US Department of State guidance where applicable when scheduling agency-required travel for employees.
- t. If an employee is ordered to resume work-related travel, the employee will follow both OSHA and CDC's travel guidelines.
- u. The Agency will ensure employees who develop COVID-19 symptoms while traveling or on temporary assignment understand that they should notify their supervisor and should promptly call a healthcare provider for advice if needed.
- v. Employees who must quarantine while in travel status due to COVID-19 should contact their supervisors for instructions on how travel expenses associated with quarantine will be charged and paid. Also, employees on Agency travel who are subject to quarantine will follow HHS guidelines.
- w. Employees who do not have access to the full range of duties while on telework should contact their supervisors for guidance on assignments and ask about what affect, if any, the change in duties will have on their performance evaluations. If alternative tasks are not assigned by the supervisor, the employee will not be penalized (lower performance rating).
- x. Placement of a bargaining unit employee on a Performance Improvement Plan will be done in accordance with Article 21, Performance Management, of the Parties' Collective Bargaining Agreement.
- y. If an employee must physically attend agency sponsored training, the agency will adhere to CDC and occupational health safety guidelines.
- z. The Agency commits to maintaining the safest work environment possible for employees who must interact with asymptomatic close contacts of confirmed cases of COVID-19.
- aa. The Agency will provide a safe area, away from confirmed case interactions, for employees to remove and discard exposed PPE.
- bb. The agency agrees to provide appropriate PPE in accordance with CDC and OSHA guidelines to bargaining unit employees who must interact with confirmed cases of COVID-19. This includes bargaining unit employees responsible for waste removal in areas with confirmed cases of COVID-19.
- cc. When possible, the Agency will use remote interaction rather than close contact; including but not limited to the increased use of telephone, text monitoring system, or video conference, when bargaining unit employees must interact with confirmed cases of COVID-19.
- dd. If management is made aware an employee(s) has come in contact with an individual on the worksite who is infected with COVID-19, the employee(s) will be immediately instructed to self-quarantine.
 - i. The agency will work with the exposed employee(s) to help them recall everyone with whom they have had close contact at work during the timeframe they may have been infectious.
 - ii. Following required privacy practices, the agency will notify bargaining unit employees of their potential exposure as rapidly and sensitively as possible.
 - a. To protect privacy, exposed bargaining unit employees are only informed that they may have been exposed to the infection. They are not told the identity of the individual who may have exposed them.

- b. Upon request and following required privacy practices, the Union will be informed when a bargaining unit employee has been exposed to COVID-19 at the worksite.
- iii. Bargaining unit employees exposed to COVID-19 will be advised to stay home and maintain social distance from others (at least 6 feet) until they are tested and received an uninfected reading or 14 days since their last exposure to an infected individual. Employee exposed to COVID-19 in the workplace may receive a COVID-19 test through CDC Occupational Health Clinics.
 - iv. Telework eligible bargaining unit employees exposed to COVID-19 at the worksite should telework while under quarantine. Employees in positions the agency has determined are ineligible for telework and have been exposed to COVID-19 on the worksite may be placed on appropriate available leave (to include for example, Annual, Sick, [COVID-19 Emergency Paid Leave](#), etc.). Employees exposed to COVID-19 at the worksite and are unable to telework because they are incapacitated for duty may request the appropriate leave.

VI. OTHER PROVISIONS

Nothing in the MOA is intended to conflict with current law or government-wide rule or regulation, or the CBA.

VII. TERMINATION

This MOA will expire with the 2021 CBA, unless terminated by mutual agreement of the parties at an earlier date.

VIII. MODIFICATION

This MOA may only be modified upon the mutual written consent of the parties.

IX. EFFECTIVE DATE

This MOA, 4 pages in length, shall become effective upon Agency Head Review, but no later than thirty (30) calendar days after the last date of signature by the parties below.

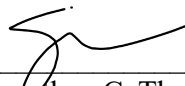
FOR THE UNION:



Marie Hopson
President
AFGE Local 2883

Date: 11/10/2021

FOR THE AGENCY:



Jonathan C. Theodule
Labor Relations Officer
CDC, OCOO, HRO, WRO

Date: 11-10-2021