

Memorandum of Understanding
Between
AFGE Local 2923 and NIEHS
A- Basement Renovation

The Parties understand that this Memorandum of Understanding (MOU) fully covers the renovation and movement of the Health and Safety Branch (HSB) personnel, Ethics Office personnel, library and library staff, Work-Life, and the Fitness Center. This MOU shall be in compliance with the appropriate agreed upon sections of the Space Article in the “new” CBA and Executive Order 13522 unless otherwise stated

- 1) The following will occur for HSB bargaining unit employees who will be moving from the Rall Building “A” module basement to the Rall Building ‘F’ module basement, as appropriate:
 - a) A floor to ceiling wall will be installed on the workstation side of offices which will be shared. This partial wall will provide separation between the front and back workstation and the opening between the front and back workstation will allow compliance with applicable codes. Wall placement will be dictated by existing light fixture layout.
 - b) To the extent practicable, file cabinets and centrally used equipment shall be located outside such offices. The Agency will actively explore the use of electronic files.
 - c) Current offices in ‘F’ module basement that are available will be used.
 - d) There will be carpet in the new and/or renovated offices. In addition, any missing or damaged ceiling tile or paint shall be replaced or repainted.
 - e) Employees will be given offices that are not part of a laboratory or other non-office space location.
 - f) Employees will be permitted to work with the appropriate personnel to make modifications to their office layout such as changing shelves, cabinets, etc.
 - g) To the extent possible, the renovations shall be completed within 60 days after this MOU is signed.
 - h) To the extent possible, employees will not be required to occupy temporary space during the renovation.
- 2) The Agency agrees to provide adequate space for employees in “F” basement to store their lunches, prepare them, eat them during the lunch or break period, and clean up afterwards. Specifically:

- a) Within 60 days, or to the extent possible of move-in, the Agency agrees to provide an alcove kitchenette in "F" basement, which shall consist of a microwave, small refrigerator, sink, and storage space.
- b) Employees shall be permitted to use personal refrigerators in their offices if adequate space is not provided in refrigerators in the F-basement.
- c) The Agency agrees to allow specific times blocked solely for conference room use and break room use in Room F0-50. These times shall be the following:

Break room use: 6am – 9am; 11:30am-1:30pm

Conference room use: all other times other than listed above

These times may be changed if it is determined that other times would work better for the BUE's in that area. The Union will be consulted if any changes are needed.

- 3) Prior to move in, the Agency will take steps to ensure that radios and the radio system used by Health and Safety staff work in a high quality fashion that will not compromise the ability to respond to any potential health and/or safety emergency.
- 4) Prior to move-in, the Agency will take steps to ensure that private cell phones work well in the 'F' module basement as they do in other areas of the Rall Building and Keystone - through the use of signal boosters, for example.
- 5) Prior to move-in, the Agency shall provide an additional network printer in the F-basement. Employees who currently have printers will be permitted to take them to the new location.
- 6) There will be a minimum of 2 parking spaces for Health and Safety staff near the 'F' module.
- 7) The Union shall be permitted to negotiate any new forms that employees must complete prior to using the fitness center or services.
- 8) The locker rooms and shower areas shall be cleaned on a regular basis by contractor staff.
- 9) Locks on lockers shall be permitted during fitness center hours of operation and on a first come first serve basis.
- 10) The Work-Life Center shall continue to be in the Rall Building 'A' basement. Such space will be adequate for this use and will provide an assortment of information, resources, and services available to employees.

- 11) The Union will be permitted to bargain any changes to any negotiable aspects of the new fitness area.
- 12) The Agency agrees that any additional equipment will be new, commercial-grade, from an authorized dealer, easy-to-use, and durable.
- 13) Any renovation conducted in the Keystone building shall be done after hours or during weekends. Employees who have a health issue or health problem that could be exacerbated by the renovation shall be moved temporarily, permitted to telework or both to ensure that their health is not compromised as a result of any renovation.
- 14) Wherever the Agency decides to alter the physical work site of employees represented by the Union, the Union will be notified in advance in accordance with Article ____, Mid-term Bargaining. In addition to the requirements negotiated in mid-term agreements, the Agency shall:
 1. To the extent possible, isolate areas of significant renovation, painting, carpet laying, etc., from occupied areas that are not under construction;
 2. Perform this work during evenings and weekends when such areas cannot be sufficiently isolated;
 3. Ensure that concentrations of contaminants are sufficiently diluted prior to occupancy; and
 4. Supply adequate ventilation during and after completion of work to assist in dilution of contaminant levels.

Nothing in this document changes or waives either party's rights.

For the Agency:

/s/ Debra Del Corral
Space Management Specialist

1-18-13

For the Union:

/s/Bill Jirles
President, AFGE Local 2923

1-18-13