

Memorandum of Agreement
Between
AFGE 2923 and NIEHS
Use of Pesticides at First Environments Early Learning Center

Preamble

The Parties recognize the importance of the NIEHS mission related to scientific research and application of that knowledge to extend healthy life while reducing the burdens of illness and disability. A significant amount of NIEHS funded research has been conducted on the adverse affects of pesticides and how such chemicals may cause deleterious health consequences. The parties further recognize that children must be protected against environmental exposures that may cause a negative health impact. A precautionary approach regarding children's health and chemicals is essential.

Section 1.

The NIEHS does and will not pay or approve any application of any pesticide at the First Environments Daycare Center. The NIEHS will work closely with First Environments, EPA, and/or any contractors or other groups involved in operations at First Environments to help to create a pesticide free and nontoxic environment for the children and infants at First Environments. This will be accomplished through implementation of an integrated pest management system/program (IPMS) that is nontoxic and eliminates to the extent possible the use of pesticides. The IPMS shall be provided to the Union for comment.

Section 2.

Consistent with IPMS principles, pesticides shall only be used after all other non-toxic techniques have been exhausted. Any pesticides used shall be as least toxic as possible. No pesticide should be used for cosmetic or non-essential purposes.

Section 3.

The Parties agree that they shall work with EPA to ensure the following: Parents and employees of FEELC shall be notified at least 72 hours in advance of any planned pesticide use. Signs shall be posted 48 hours before and 72 hours after in the area of pesticide use. In the event of a pest emergency involving an urgent need to mitigate or eliminate a pest that threatens the imminent health or safety of a child or staff member such notification shall take place prior to application through an emergency notification to parents and staff. In such cases, posting shall be done at the time of application. In all cases, special precautions shall be taken to prevent exposure to infants, children, and others at FEELC. The Union shall be informed of any pesticide use and will be provided with any information used to make such a decision.

Section 4.

The Parties agree that IPM is a dynamic process that involves a community of personnel and whenever more preventative or stringent measures are put in place there is no need to re-negotiate this agreement. Instead such preventive measure shall become a part of this document. Similarly, the parties agree to monitor the progress of IPM practices stated herein to improve whenever applicable and/appropriate.

For the Agency:

/s/ Noreen E. Gordon

4 August 2011

For the Union:

/s/ Bill Jirles
President, AFGE Local 2923

8-4-11