

**BETWEEN  
THE NATIONAL TREASURY EMPLOYEES UNION  
AND  
THE ENVIRONMENTAL PROTECTION AGENCY  
CONCERNING HEALTH AND SAFETY MATTERS**

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”), updating certain procedures in place under the parties April 2022 Health and Safety agreement.

**1. WORKPLACE SAFETY.**

The Agency shall follow its COVID-19 Workplace Safety Plan, which is necessary to protect employee health and safety and which will incorporate guidance from SFWTF, CDC and any other applicable agencies.

- a. 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 situational<sup>1</sup> 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
- b. 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 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 request<sup>2</sup>. The Agency will ensure its plans to limit transmission risk in spaces accessible by 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.
- c. EPA will offer employees virtual attendance as an option for attending meetings when 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

---

<sup>1</sup> “Episodic telework” and “situational telework” are interchangeable terms.

<sup>2</sup>. Nothing herein will supersede the grievance procedure outlined in Article 34 of the NTEU Collective Bargaining Agreement.

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.

- d. 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 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. Employees with needs for flexible scheduling, including reduced core hours and/or more expansive start or end times<sup>3</sup>, should consult with their Supervisor.
- e. Upon request of NTEU, the Agency will meet with NTEU, as promptly as feasible given the parties' schedules, to discuss COVID-19-related issues.
- f. COVID-19 related safety concerns will be considered by the Agency in granting flexibility in arrival times.
- g. 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 when masks are recommended by the Safer Federal Workforce Task Force guidance or are otherwise available.
- h. 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. 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.
- i. 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.
- j. If concerns regarding conclusion of contract tracing arise, the Union may request to bargain.

---

<sup>3</sup> As compared to those ordinarily applicable via the CBA or other negotiated agreements.

- k. Leave, including administrative leave, will be made available to the same extent as is permitted under Agency policy or other negotiated agreements, for childcare, eldercare, or other primary caregiver obligations.
2. **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.
  3. **REASONABLE ACCOMODATION.** Employees may continue to seek reasonable accommodations under the RA process. The Agency will respond to medical telework requests in accordance with the NTEU CBA and/or other negotiated agreements.
  4. **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.<sup>4</sup>
  5. **TRAVEL.** Protocols for vaccinated and unvaccinated employees traveling or wishing to travel on Agency business will be consistent with SFWTF and CDC guidance. 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 as referenced in 2D above, 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.

---

<sup>4</sup> Nothing herein will supersede the grievance procedure outlined in Article 34 of the NTEU Collective Bargaining Agreement.

6. **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 Agency 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 Agency required 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.
  
7. **SIGNIFICANT PROBLEMS.** If either party becomes aware of significant unanticipated problems that arise following the implementation of this MOU, EPA or NTEU will inform the other, and the Parties will meet to discuss and attempt to resolve them as soon as practicable.
  
8. **DURATION.** This MOU will run concurrently with the agency's COVID-19 workplace safety plan. In addition to being subject to any other provisions contained herein, if the agency intends to terminate such plan, it will notify the union in accordance with Article 33, Section 2 & 3 of the Parties CBA and will satisfy any bargaining obligations.

John Campbell-Orde 1/30/23

---

**NTEU**

---

**DATE**

---

**EPA**

---

**DATE**