

## Health, Safety, and Wellness

### **Section I. General Agency Locations, Buildings, and Worksites**

- A. The Agency shall furnish to each employee a place of employment which is free from recognized hazards and provide a working environment consistent with controlling health and safety regulations and laws.
- B. When the Agency cannot provide a safe and healthful workspace consistent with Section 1A. above, it will make alternative arrangements which may include temporary relocation of employee(s) or telework/remote work in accordance with those Articles.

### **Section II. Employee Training and Safety Equipment**

- A. Personal Protective Equipment (PPE) for on duty employees at assigned workplaces/worksites shall be provided, maintained, and replaced by the Agency at no-cost to the employee. PPE (including safety footwear) shall be provided to employees whenever such equipment is determined to be required by a hazard assessment through a comprehensive safety and health program, and for protections against exposures to occupational hazards and risks, hazardous chemicals, biologicals or radiologicals which could cause illness or injury, as defined under OSHA, HHS, NRC and other applicable regulations.
  - 1. In order to reduce wear and tear in safety gear, employees will only wear their safety footwear in the field and/or where required for the duties assigned.
  - 2. Safety footwear provided by the Agency will meet the specifications required by hazard assessments for the duties assigned.
  - 3. Employees with a disability who are seeking non-standard safety footwear may initiate such a request under the Reasonable Accommodation process.
  - 4. Employees needing to replace Agency provided safety footwear before the normal replacement schedule may consult with the local SHEM for appropriate replacement.
- B. The Agency will provide wearing apparel to employees consistent with EPA Order 1440.1 and EPA Order 4800.1A1.
- C. The Agency will continue to provide training as appropriate on the use, care, and maintenance of PPE, and periodically evaluate the effectiveness of the PPE program. Employees will attend such training during duty time.
- D. The Agency shall provide fit testing for employees required to wear respirators with a negative or positive pressure tight-fitting facepiece. Fit testing will be done annually, and whenever the employee reports changes in the employee's physical condition that

could affect respirator fit, or when respiratory protection PPE has changed in accordance with OSHA 1910.134.

### **Section III. Protection from Undue Risk While Performing Work in the Field**

- A. Supervisors and employees are encouraged to discuss anticipated safety risks associated with tasks and or travel.
- B. If an employee encounters hostile or harassing behavior while in the field, they are encouraged to contact their supervisor (or higher-level management official) for guidance.

### **Section IV. Radiation Monitoring**

- A. Special or unusual situations can occur in which it will be necessary to permit workers to exceed the Administrative Control Limit (ACL) (500 mrem) in order to accomplish certain categories of work: 1) when a critical work situation or emergency exists; 2) activities necessary to accomplish the critical work, or abate the emergency, which cannot be performed under conditions where normal radiation exposure control measures can be applied; and/or 3) in a situation of imminent danger. When this occurs, management shall secure waivers from employees who voluntarily agree to enter into the waiver either before or as soon as possible after the work is completed. Employees will not be disciplined for refusing to receive exposures above the ACL. If the dosage received exceeds the ACL, it must be considered the single lifetime occurrence emergency radiation dose, and the employee must not be allowed another waiver. The dose received under the waiver will be added to the employee's lifetime cumulative exposure record but shall not be included in the dosage calculation for the twelve (12) month ACL period. The waiver will be secured in the manner described in SHEM Guideline 38 and requires concurrence by one of the following persons: the senior EPA official onsite, the Incident Commander, the Health and Safety Officer, or the Radiation Safety Officer. The Agency shall prepare and provide the employee a report as soon as practicable after the incident, documenting they were granted a waiver. The report shall identify to the employee why the employee was exposed to radiation and what their radiation doses were.

- 1. When the Agency grants a waiver as described above, the Agency will notify the laboratory that the Agency is requesting expedited results be received within 5 days. In the event the Agency is unable to receive results in 5 days due to circumstances outside the Agency's control, the Agency will keep the employee informed as to the status of the pending results.

- B. The results of the quarterly analysis of badges shall be made available to employees within 30 calendar days of the Agency receiving the results.

#### **Section V. Medical Surveillance and Testing**

- A. If a direct evaluation of the employee's aerobic, cardiovascular fitness, muscular flexibility, similar physical fitness tests of physical endurance (e.g., pushups, sit-ups, running) or employee's age, weight or height is imposed as a new condition of employment, the Agency will:
  - 1. Notify employees at least 30 days prior to the imposition of the new requirement(s); and
  - 2. Update the employee's position description generally within 30 days from the imposition of any such new requirement(s).
- B. Agency shall provide employees copies of their own medical records that exist and are available within the legally mandated amount of time, upon request.
- C. The Agency agrees to provide the names and contact information for the SHEM program coordinator at the applicable location upon request.

#### **Section VI. Safety and Health Committees**

- A. A safety and health committee will be established at the national and local levels for the functions described in 29 C.F.R. Part 1960.37.
- B. Union Committee Members:
  - 1. The National Safety and Health Committee will have one (1) AFGE representative appointed by AFGE Council 238.
  - 2. Each local Safety and Health Committee will have at least one (1) AFGE representative appointed by the AFGE Local President at that location.
- C. Any AFGE representative participating on a national or local Safety and Health Committee will be provided official time to attend meetings and will receive the same training opportunities afforded to other committee members.
- D. The Parties agree that all confidential information will be protected and treated accordingly.
- E. Each Local Safety and Health Committee shall meet at least quarterly.

- F. The principal function of the national level committee shall be to consult and provide policy advice on, and monitor the performance of, the agency-wide safety and health program. The AFGE representative will be provided official time for participation on the national safety and health committee.
- G. The principal function of the local committees is to monitor and assist in the execution of the agency's safety and health policies and program at the workplaces within their jurisdiction. The AFGE representative will be provided official time for participation on local safety and health committees.

#### Section VII. Communications on Safety and Health Inspections, Tests, Hazards, and Incidents

- A. When a formal safety and health inspection is conducted by the Agency or Agency contractors of any Agency facility in which bargaining unit members are stationed, the Local AFGE will be notified in advance (or, for unanticipated inspections, as soon as practicable) and, upon request, be permitted to accompany the inspection team (if practicable). If AFGE is denied an opportunity to attend such an inspection, the Agency will provide a written explanation to AFGE. This does not include routine inspections done by Facility and SHERM personnel unless otherwise agreed by the local parties on a case-by-case basis. For inspections by organizations outside the Agency, the Local AFGE will be notified in advance (or as soon as practicable) and permitted to accompany the outside inspection team (if practicable). Safety precautions will be followed during these inspections.
- B. In conducting an inspection responding to a specific and serious safety and health concern (e.g., bed bugs, mold), the Agency shall notify the Local AFGE in advance (or, for unanticipated inspections, as soon as practicable) and, upon request Local AFGE may be permitted to accompany the inspection team (if practicable). If AFGE is denied an opportunity to attend such an inspection, the Agency will provide a written explanation to AFGE. Upon request, the Agency will provide a briefing on the results and/or a copy of the written report with personal information redacted as necessary.
- C. The Agency shall timely notify all employees in an impacted area of an Official Agency Worksite facility of serious health and safety incidents (e.g., whooping cough outbreak, bed bugs) occurring at that worksite.
- D. The Agency shall provide guidance to employees on the Agency's intranet site on how to report any work-related health and safety incidents and concerns relating to but not limited to accidents, illnesses, near-misses, and threatening incidents.
- E. The Agency will investigate, take appropriate action and maintain records consistent with 29 CFR 1904 and 1960. All such reports will be kept confidential in accordance with law and regulation.

- F. The Agency will not retaliate against employees for reporting safety and health issues in good faith.
- G. Upon request, the Agency will provide to the Union access to any Safety Data Sheets (SDS) maintained or prepared by the Agency for chemicals to which bargaining unit employees may be exposed while on duty at the Official Agency Worksite.

**Section VIII. Indoor Air Quality**

- A. The Agency will notify the Local Union when indoor air quality testing and monitoring is being conducted in locations in which bargaining unit employees are stationed. The Agency will provide to the Local Union reports on testing results and air quality in locations in which bargaining unit employees are located upon request.
- B. In buildings that have continuous air monitoring (i.e., RTP), the Agency will provide information regarding results of such monitoring upon request.

**Section IX. Driving and Travel**

- A. The Agency will only require employees to drive consistent with EPA Guideline 31: EPA Driving Guidelines.
- B. Changing EPA Guideline 31: EPA Driving Guidelines in a way that is more than *de minimis* may trigger bargaining obligations.

**Section X. Employee Safety and Health During National Incident Management System (NIMS) Disaster Deployment**

- A. The Agency will provide the safety plan briefing for the deployment under NIMS for the specific incident to deployed employees.
- B. The Agency will provide hazard duty pay in accordance with law and regulation.

FOR THE AGENCY

FOR THE UNION

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