

Memorandum of Understanding Between
NOAA Office of General Counsel and NOAA Attorneys Guild
Regarding Implementation of the
NOAA Safety Manual 209-10, dated September 7, 2017

This Memorandum of Understanding (MOU) records an agreement between the NOAA Office of General Counsel (Management) and the NOAA Attorneys Guild (Union) regarding provisions of the NOAA Occupational Safety and Health Management System Manual (NOAA Manual 209-10), dated September 7, 2017. Implementation of NOAA Manual 209-10 with respect to the Union's bargaining unit employees was deferred pending bargaining over implementation. This MOU reflects the results of that bargaining:

I. Regarding the release of information provisions in Section 5.4 et seq.:

a. A Union bargaining unit employee, their personal representative(s), or their authorized collective bargaining agent(s) may request and receive a copy of all NOAA injury and illness records relevant to a requesting bargaining unit employee's injury or illness. All requests in this MOU will be made directly to the NOAA Office of General Counsel or the NOAA OGC's Management Representative (NOAA OGC) and will also copy the servicing Employee Labor Relations Specialist. Relevant records include, but are not limited to, the following:

i. OSHA Form 300: Will be provided to the requester within seven (7) calendar days of the date that the request is received by the NOAA OGC. This form may include redactions of case information unrelated to the requesting bargaining unit employee's injury or illness and redactions that are consistent with the provisions of 29 C.F.R. § 1904.29 and any applicable law.

ii. OSHA Form 301 Incident Report: Will be provided to the requester within fourteen (14) calendar days of when the incident report is completed or the date the request is received by the NOAA OGC, whichever is later. Redactions may be made consistent with the provisions of 29 C.F.R. § 1904.29 and any applicable law, including redactions necessary to protect Personally Identifiable Information, unless the individual authorizes the release of such information.

iii. Any relevant NOAA accident investigation report for a bargaining unit employee, under NOAA's control will be provided to the requester within thirty (30) calendar days after it is completed. The report may be redacted consistent with any applicable law or regulation.

iv. Union bargaining unit employees are not required to state the purpose for receiving the records and may use them for any legal purpose, without being subject to any administrative disciplinary action.

2. Regarding Section 6.3.1.B:

Mgt Rep MA Page 1 of 2 Union Rep mm

a. A NOAA employee may access a bargaining unit employee's home telework site to investigate an accident or illness only after receiving the bargaining unit employee's written consent or pursuant to a valid court order. However, failure of the employee to allow NOAA and/or OSHA access to the employee's home telework site to investigate the claim may result in a Supervisor refuting the employee's worker's compensation claim due to a lack of corroborating or supporting information and possibly revoking their telework agreement due to unsafe working condition(s) related to the injury or illness.

3. Regarding Section 8.4.2:

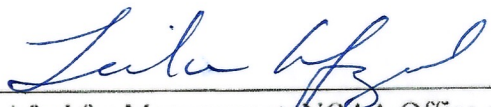
a. NOAA drivers are required to complete defensive driver training or defensive driver refresher training only before driving government owned vehicles. Defensive driver training or defensive driver refresher training is not required prior driving personally owned vehicles, but may be taken voluntarily.

4. Regarding Section 8.4.3:


a. Any distracted driver awareness training may not be required for any bargaining unit employee until after notice and opportunity for impact and implementation bargaining. Distracted driver awareness training may be taken voluntarily.

5. Extensions of any time limit in this MOU shall be reasonable and only by mutual agreement in writing. The parties agree to consider the length of any delay, the existence of circumstances beyond the control of a party, and whether prejudice to Management, the Union, or the requester will result from agreeing to an extension.

6. The term of this MOU shall be co-extensive with the term of the parties' collective bargaining agreement and shall be effective when signed and dated by both parties and approved by the Agency Head in accordance with 5 U.S.C. §7114(c).



Leila Afzal for Management, NOAA Office of General Counsel 10/16/19
Date



Mitch MacDonald for the NOAA Attorneys Guild 10/15/19
Date