

**Collective Bargaining Agreement**  
**between**  
**National Institutes of Health**  
**and**  
**NIH Fellows United**



Effective Date: December 20, 2024

**TABLE OF CONTENTS**

Article 1 - Recognition ..... 3

Article 2 - Governing Labor Regulations..... 5

Article 3 - Duration of the Collective Bargaining Agreement ..... 6

Article 4 - Severability ..... 8

Article 5 - New Intramural Professional Designations and Appointment Types ..... 8

Article 6 - Union Rights and Representation ..... 9

Article 7 - Management Rights ..... 13

Article 8 - Joint Union-Agency Meetings..... 14

Article 9 - Mid-Term Negotiations ..... 15

Article 10 - Official Time ..... 19

Article 11 - Voluntary Dues Withholding ..... 22

Article 12 - Union Space and Mail Services ..... 24

Article 13 - Grievance & Arbitration ..... 25

Article 14 - Respectful Environment and Equal Opportunity ..... 35

Article 15 - Health and Safety..... 37

Article 16 - Reasonable Accommodations..... 39

Article 17 - Research Integrity ..... 45

Article 18 - Inventions ..... 47

Article 19 - Orientation ..... 48

Article 20 - Fellowship Documentation ..... 49

Article 21 - Fellowship Schedules..... 50

Article 22 - Flexible Location Arrangements ..... 51

Article 23 - Access to NIH Amenities, Services, and Activities..... 51

Article 24 - Fellowship Space, Equipment & Materials..... 52

Article 25 - Professional Development ..... 52

Article 26 - Fellows in the Visiting Program ..... 54

Article 27 - Progress Assessments & Performance Evaluation..... 57

Article 28 - Disciplinary and Adverse Actions ..... 59

Article 29 - Fellow Opportunity Announcements ..... 61

Article 30 - Reassignment ..... 61

Article 31 - Excused Absence and Holidays..... 63

Article 32 - Economics, Awards, Pay, and Benefits ..... 64

Signature Page ..... 69

# ARTICLE 1 - RECOGNITION

## Section 1. Purpose

The purpose of this Article is to recognize the Parties to which this Agreement governs.

## Section 2. Agency's Recognition

The National Institutes of Health (NIH, Management, Agency) recognizes the National Institutes of Health Fellows United (NIHFU-UAW) International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), as the sole and exclusive bargaining representative for purposes of collective bargaining for all Trainees or Fellows in the Intramural Research Program (IRP) of the NIH, herein referred to as "Fellows" for purposes of this agreement, in the bargaining unit certified by the Federal Labor Relations Authority (FLRA).

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) hereby designates day to day operations of this Agreement to its Local 2750 (UAW, Local 2750).

## Section 3. Parties to the Agreement and Definition of Unit

A. The National Institutes of Health Fellows United/International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (NIHFU-UAW) was certified as the exclusive representative of the Fellows in the unit defined below by the Washington Regional Office, on December 15, 2023, Case No. WA-RP-23-0038. As based on the decision, the definition of Unit is:

*Included:* All Trainees, Scholars, Fellows, Research Fellows, and Clinical Fellows employed by the National Institutes of Health (NIH) nationwide, including postbaccalaureate Cancer Research Training Award ("CRTA") and Intramural Research Training Award ("IRTA") Fellows; predoctoral CRTA, IRTA, and Visiting Fellows; postdoctoral CRTA, IRTA, and Visiting Fellows; Research Fellows; Senior Research Fellows; Clinical Fellows; Communications Fellows;

Data Science Fellows; Genetic Counseling Training Program Fellows; Medical Research Scholars; National Biosafety and Biocontainment Fellows; Otolaryngology Surgery Fellows; Postbaccalaureate Research Education Program (“PREP”) Scholars; and Technology Transfer Fellows.

Excluded: All summer fellows, scholars, students, and interns who are currently enrolled in high school or undergraduate programs, externally funded fellows and scholars, staff scientists, lab managers, Principal Investigators, supervisors of employees, management officials, confidential employees, non-professional employees, and employees described in 5 U.S.C. § 7112(b)(3), (4), (6), and (7), nationwide.

- B. Should either party wish to modify the unit, it will do so pursuant to the rules and regulations of the Federal Labor Relations Authority.
- C. The use of the word “employee” within this Agreement is used for the purpose of labor management under the Federal Labor Management Relations Statute, 5 U.S.C. §§ 7101 – 7135 (the Statute) unless otherwise noted.

#### **Section 4. Effect of this Agreement**

The Parties agree that this is a novel bargaining unit. This Agreement pertains only to this bargaining unit and will not govern or rule in the future in other agencies or for other individuals. This Agreement will not change the appointment mechanisms or FTE status of any bargaining unit members.

#### **Section 5. Appointment Mechanism and Fellow Types in the Unit**

The Parties recognize that there are different appointment mechanisms and status types of Fellows in the Unit. To provide further clarification for Articles contained in this collective bargaining agreement as necessary, “Fellows” will be used when referencing any/all members of the Unit, while description of the appointment mechanism and status type, as defined below, will be appropriate in certain Articles.

**1. Full-Time Equivalent (FTE) Federal Employees (herein referred to as “FTE Fellows”):**

These are Federal employees appointed using 42 U.S.C. § 209(g), and include: Research Fellow, Senior Research Fellow, Clinical Fellow, Senior Clinical Fellow, who may, or may not, be a part of the NIH Visiting Program.

**2. IRTA/CRTA (herein referred to as “IRTA/CRTA Fellows”)**

“IRTA/CRTA Fellows” are either United States citizens or permanent residents appointed at the postbaccalaureate, predoctoral, or postdoctoral level through the Cancer Research Training Award (“CRTA”) or Intramural Research Training Award (“IRTA”). They are **not** recognized as FTE Federal employees.

**3. Visiting Fellows (herein referred to as “VFs”)**

VFs are non-citizens at the predoctoral or postdoctoral level, who must possess and adhere to the work authorization issued by the appropriate federal agency. They are **not** recognized as FTE Federal employees.

## **ARTICLE 2 - GOVERNING LABOR REGULATIONS**

### **Section 1. Laws and Government-Wide Rules and Regulations**

In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in Federal Labor Management Relations Statute, 5 U.S.C. §§ 7101 – 7135 (the Statute) and by subsequently prescribed government-wide rules and regulations implementing 5 U.S.C. § 2302, Prohibited Personnel Practices.

### **Section 2. Waivers of Rights**

Any lawful waivers of the rights given to Management or the Union by the 5 U.S.C. §§ 7101-7135 (the Statute), must be clearly and unmistakably set forth in this Agreement and understood to be waived by both the Union and the Agency.

# **ARTICLE 3 - DURATION OF THE COLLECTIVE BARGAINING AGREEMENT**

## **Section 1. Effective Date**

This Collective Bargaining Agreement (herein referred to as this "Agreement") shall be implemented and become effective when it has been signed by both Parties, ratified by the bargaining unit, and the entire Agreement has been approved in accordance with 5 U.S.C. § 7114(c) agency head review.

## **Section 2. Duration of Agreement**

This Agreement shall remain in full force and effect for a period of three (3) years after its effective date. This Agreement shall be automatically renewed for one-year periods unless either Party gives the other Party notice of its intention to renegotiate or terminate this Agreement no more than one-hundred twenty (120) or fewer than thirty (30) calendar days prior to the termination date.

## **Section 3. Negotiations Over a Successor Collective Bargaining Agreement When this Agreement is Reopened**

### **A. Entire Agreement is Reopened**

Notice by either Party to renegotiate this Agreement opens all articles in this Agreement, even if the reopening Party limits its request to reopen only certain articles.

### **B. Successor Negotiations**

1. If this Agreement is reopened, and neither Party elects to terminate this Agreement, the negotiations for a new Agreement shall begin no later than thirty (30) calendar days after notice to reopen has been given, unless otherwise agreed by the parties.
2. If this Agreement is reopened and neither Party elects to terminate this Agreement, and if renegotiation of a successor collective bargaining agreement is in progress but not completed upon the termination date of this Agreement,

this Agreement remains in effect until a successor agreement is agreed to and approved under 5 U.S.C. § 7114(c) agency head review.

#### **Section 4. Negotiations Over a Successor Collective Bargaining Agreement When this Agreement is Terminated**

##### **A. Status of Conditions of Employment After Termination**

If a Party provides timely notice to terminate this Agreement:

1. the Agreement terminates on the termination date;
2. existing conditions of employment continue unless and until changed under the Statute; and
3. either Party may lawfully repudiate a permissive clause in the terminated Agreement.

##### **B. Negotiations over a Successor Collective Bargaining Agreement When this Agreement is Terminated**

4. Even if a Party terminates this Agreement, the Parties are required to engage in negotiations over a successor collective bargaining agreement. The negotiations for a successor Collective Bargaining Agreement shall begin no later than thirty (30) calendar days after notice to terminate has been given, unless otherwise agreed by the parties.

#### **Section 5. Reopening Negotiations During the Term of this Agreement**

Reopening negotiations during the term of this Agreement to add to, amend, or modify this Agreement may only occur if both Parties agree in writing to reopen this Agreement. There is no duty to bargain over one Party's request to reopen this Agreement. Rather, reopening during the term of this Agreement requires mutual consent. The Parties shall begin negotiations over the amendments or modifications within fifteen (15) calendar days of the exchange of the Parties' proposed revisions. Such negotiations shall be conducted in accordance with Article 9 (Mid-Term Negotiations).

## **Section 6. Ground Rules for a Successor Collective Bargaining Agreement**

The Parties shall negotiate ground rules to govern negotiations over a successor collective bargaining agreement within timeframes of this Article.

## **Section 7. Amendments and Modifications**

This Agreement shall only be amended, modified, or renegotiated in accordance with the provisions of this Article.

# **ARTICLE 4 - SEVERABILITY**

**Section 1.** If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

**Section 2.** Amendments to this Agreement may be required due to other changes in law, Executive Order, regulations, or policies of appropriate authority. The parties agree that provisions of this Agreement or existing conditions of employment in the bargaining unit may be modified by the Agency to the extent necessary to bring them into conformance with Government-wide regulations. In such event(s), the Agency agrees to notify the Union at least seven (7) calendar days in advance of any such change, and to comply with the requirements of Article 9 (Mid-Term Negotiations), with regard to any bargaining proposals made by the Union.

# **ARTICLE 5 - NEW INTRAMURAL PROFESSIONAL DESIGNATIONS AND APPOINTMENT TYPES**

## **Section 1. New Intramural Professional Designations and Appointment Types**

1. In the event the Agency creates a new intramural professional designation or appointment type that is similar, related to, or shares a community of interest with



the certified Bargaining Unit, the Agency will initiate the process under Article 9 (Mid-Term Negotiations).

2. If the parties are unable to reach agreement regarding the inclusion of the new intramural professional designation or appointment type in the Bargaining Unit, the disputing party will petition the Federal Labor Relations Authority (FLRA) to resolve the dispute.

### **Section 2. Agency-Initiated Out-of-Unit Transitions**

1. This Article does not preclude Fellows from voluntarily pursuing career advancement or voluntarily competing for positions outside of the Bargaining Unit.
2. In the event the Agency initiates the involuntary transition of a Bargaining Unit member to a professional designation or appointment type that is not represented by the Bargaining Unit, the Agency will initiate the process under Article 9 (Mid-Term Negotiations).
3. If the parties are unable to reach agreement regarding the transition of the individual(s) out of the Bargaining Unit, the disputing party will petition the FLRA to resolve the dispute.

## **ARTICLE 6 - UNION RIGHTS AND REPRESENTATION**

### **Section 1. Purpose**

The purpose of this article is to detail the representational rights and duties under Title 5 U.S.C. 7114, and the requirements for the Union (NIHFU-UAW, Local 2750) to function effectively as a representative body for Fellows at the NIH.

### **Section 2. Recognition of Union Officials**

The Union is the exclusive representative of Fellows and is entitled to act for, and represent the interests of, all members in the Fellows unit.

### **Section 3. Protected Rights**

- A. Union Representative's Rights.** The Agency shall not interfere with, restrain, or coerce any Union representative in the exercise of any right under this Collective Bargaining Agreement or under the Federal Service 5 U.S.C. 7101 et. seq.
- B. Discrimination Prohibited.** The Agency shall not encourage or discourage membership in the Union by discrimination in connection with hiring, time in appointment, career advancement, or other conditions of employment or training.

### **Section 4. Union Designation of Union Representatives**

- A.** The Union President (or designee) shall provide the Agency's Employee and Labor Relations Branch (ELRB) Chief (or designee), in writing, the names and contact information (Union position and title, work phone, cell phone – if applicable, e-mail) of all the Union's authorized representatives.
- B. Union Officers.** The names, emails, and telephone numbers of the Union's Officers shall be posted on the Agency's internal website and readily identifiable therein.
- C. Changes in Representatives.** The Union must notify the Agency's ELRB Chief (or designee) in writing of any changes in its authorized representatives.

### **Section 5. The Union's Right to Represent Fellows**

The Union has the right to contact and meet privately with Fellow(s) over any matter concerning rights under the Statute and this Collective Bargaining Agreement without disruption to Agency activities and following security protocols.

### **Section 6. Formal Discussions**

- A. Formal Discussion.** The Agency shall comply with section 7114(a)(2)(A) of the Statute as quoted from the Statute below:

“(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at –

(A) any formal discussion between one or more representatives of the agency and one or more employees [Fellows] in the unit or their

representatives concerning any grievance or any personnel policy or practices or other general condition of employment.”

- B. Notice.** Unless the circumstances require the discussion to be held immediately, the Agency shall provide the Union with reasonable advance notice (e.g., generally no less than seven (7) calendar days of a scheduled formal discussion). The Agency may provide one notice for regularly scheduled formal discussions. If a formal discussion, as defined in section 6A above, is to be held immediately, the Union will be notified as soon as practicable.
- C. Authorized Representative.** Only authorized Union representatives pursuant to Section 4 of this Article shall be allowed to be a representative at a Section 7114(a)(2)(A) formal discussion.

### **Section 7. Investigatory Examinations**

- A.** The Agency shall comply with Section 7114(a)(2)(B) of the Statute as quoted below:
  - “(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at –
  - (b) any examination of an employee [Fellow] in the unit by a representative of the agency in connection with an investigation if –
    - (i) the employee [Fellow] reasonably believes that the examination may result in disciplinary action against the employee [Fellow]; and
    - (ii) the employee [Fellow] requests representation”
- B. Yearly Notice.** The Agency shall annually inform Fellows, supervisors, and managers of this Section 7114(a)(2)(B) statutory right to Union representation.
- C. Authorized Representative.** Only a Union representative who has been authorized in writing by the Union President to serve as a Union representative pursuant to Section 4 of this Article shall be allowed to be a representative at a Section 7114(a)(2)(B) investigatory examination.

### **Section 8. Union's Right to Information**

- A.** The Agency shall comply with Section 7114(b)(4) of the Statute as quoted below:

“(4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request, and to the extent not prohibited by law, data:

- 1) which is normally maintained by the agency in the regular course of business,
- 2) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and
- 3) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining.”

**B. Bargaining Unit Information.** Within sixty (60) calendar days following favorable agency head review, and up to six (6) times per year on a mutually agreeable schedule the Agency will provide the Union President (or designee) the following information regarding bargaining unit members including: name, location, institute, center, or office (ICO), appointment mechanism, stipend (applicable for non-FTEs) and bi-weekly pay (applicable to FTEs), start date of appointment, not-to-exceed (NTE) date of appointment (applicable to FTEs), award period to and from date (applicable to non-FTEs), and Agency email address.

**C. Requests for Information.**

The Agency recognizes the Union’s right under Title 5 U.S.C. 7114 (b) (4) to request and receive certain data.

**Section 9. Publication of the Agreement**

Within ninety (90) days of the effective date of this Agreement, the Agency will publish the Agreement on the public-facing website for NIH Office of Human Resources with all other NIH collective bargaining agreements.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

### **Section 1. Purpose**

This Article shall be administered in accordance with the Federal Labor Management Relations Statute, 5 U.S.C. §§ 7101 - 7135 (the Statute) and this Agreement. The purpose of this Article is to set forth the statutory Management rights.

### **Section 2. Statutory Rights**

Nothing in this Agreement shall affect the authority of any Management official, in accordance with statutory language:

1. To determine the mission, budget, organization, number of Employees and Fellows and internal security practices of the Agency; and
2. In accordance with applicable laws:
  - a. To hire, assign, direct, layoff and retain Employees and Fellows in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees and Fellows,
  - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
  - c. With respect to filling positions, to make selections for appointments from
    - i. Among properly ranked and certified candidates for promotion; or
    - ii. Any other appropriate source; and,
  - d. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

### **Section 3. Negotiations Not Precluded**

Nothing in this Agreement shall preclude the Agency and the Union from negotiating:

1. At the election of the Agency, the numbers, types, and grades of Employees Fellows or positions assigned to any organizational subdivision.

2. At the election of the Agency, work project or tour of duty, or the technology, methods, and means of performing work.
3. Procedures which Management officials of the Agency will observe in exercising any authority under this Section; or,
4. Appropriate arrangements for Employees and Fellows adversely affected by the exercise of any authority under this section by such Management officials.

## **ARTICLE 8 - JOINT UNION-AGENCY MEETINGS**

### **Section 1. Principles**

The Parties are committed to work together to ensure a quality work and training environment for Fellows, more efficient administration of Agency programs, and improve service to the public.

### **Section 2. Organization**

Each Party will designate five (5) representatives to meet virtually, unless the Parties agree otherwise, three (3) times each year during regular work hours. The meetings will take place during the months of March, June, and September, or otherwise mutually agreed upon. Agenda items will be exchanged by both Parties five (5) working days in advance of each meeting. The meetings will be scheduled for sixty (60) minutes, unless extended by mutual agreement. Union representatives will be allowed to attend on official time without charge to leave in accordance with Article 10 (Official Time). Subject matter experts may attend to address specific agenda items and as mutually agreed to by the Parties.

### **Section 3. Joint Training**

To achieve optimal results, the best interests of both Parties are served by continual and joint training. The types of training will be determined mutually by the Parties. The Agency

will pay any costs for such training. Official time will be provided in accordance with Article 10 (Official Time).

#### **Section 4. Additional Meetings**

Nothing contained in this Agreement shall preclude the Parties from meeting as often as is mutually agreed to resolve urgent matters that may arise.

#### **Section 5. No Grievances**

Meeting topics shall be limited to subjects of group concern, and the committee shall not discuss issues that can be processed under Article 13 (Grievance & Arbitration).

## **ARTICLE 9 - MID-TERM NEGOTIATIONS**

#### **Section 1. Purpose**

The purpose of this Article is to set forth the procedures by which the Parties shall engage in mid-term negotiations.

#### **Section 2. Duty to Bargain Mid-Term Changes**

Both the Agency and the Union shall fulfill its statutory mid-term bargaining obligation under the Federal Service Labor-Management Relations Statute 5 U.S.C. 7101 et. seq. (the Statute). Both parties shall bargain in good faith to agreement or impasse when a duty to bargain mid-term is triggered under the Statute such that:

- A. the Agency proposes a change in working condition; or
- B. the Union proposes a change in working conditions; and
- C. the subject matter of the change is not covered by this Agreement.

#### **Section 3. Level of Negotiations**

Proposed changes by either party in working conditions that trigger a duty to bargain shall be negotiated at the level of exclusive recognition. There shall be no mid-term change

negotiations below the level of exclusive recognition. Both Parties shall select their own representatives for midterm change-bargaining.

#### **Section 4. Notice of Proposed Changes**

##### **A. Timing and of the Notice**

When either party proposes a change (the proposing party), the proposing party shall provide written notice of proposed changes in working conditions that trigger a duty to bargain to the Union President, or designee, and Head of Labor Relations, or designee, respectively, at least fifteen (15) calendar days prior to the proposed effective date.

##### **B. Content of the Notice**

The notice shall contain information about the change that is specific enough so that the party receiving the proposal (the receiving party) has a reasonable opportunity to request bargaining, including:

For Union proposed changes:

- 1) the scope and nature of the proposed change; and
- 2) proposed timeline.

For Agency proposed changes:

- 1) the scope and nature of the proposed change;
- 2) the certainty of the change; and
- 3) the planned timing of the change.

#### **Section 5. Demand to Bargain**

The receiving party shall demand to bargain within fifteen (15) calendar days of receipt of the proposing party's notice of the proposed change.

#### **Section 6. Briefings**

The receiving party may request a briefing when it submits its demand to bargain. The proposing party will brief the receiving party in person or virtually within ten (10) calendar



days of the receipt of the demand to bargain. The purpose of the briefing is to explain the proposed change, to answer questions about the impact of the proposed change, and to enable successful and timely negotiations to reach agreement. The purpose of the briefing is not to defend the merits of the proposed change nor to consider alternatives to the proposed change.

### **Section 7. Responsive Proposals**

The receiving party shall submit responsive proposals either within ten (10) calendar days of the demand to bargain or briefing (if requested), whichever is later.

### **Section 8. Good Faith Negotiations**

**A. Good Faith:** The Parties shall engage in good faith negotiations to reach agreement or impasse, including:

- 1) approaching negotiations with a sincere resolve to reach agreement and fully negotiate all proposals to agreement or impasse;
- 2) establishing reasonable negotiation dates without undue delay;
- 3) negotiating in person or virtually; and
- 4) being represented by an official with the authority to bind the Party at the bargaining table.

Memoranda of Understanding (MOU) negotiated under this Article shall become part of this Collective Bargaining Agreement (CBA) and expire with this CBA's expiration unless negotiated into successor CBA.

**B. Purpose of Negotiations:** The purpose of negotiations is for the Parties to come to a mutual agreement over negotiable proposals pertaining to the proposed changes as quickly as possible. It is in both Parties' interests that changes in condition of employment that improve and enhance Agency operations are implemented as soon as possible. Neither party shall delay negotiations in an attempt to delay the implementation of the proposed change. Only negotiable proposals shall be presented by the party receiving the requested proposed changes.

## **Section 9. Ground Rules**

These are the Ground Rules for all mid-term negotiations. No additional ground rules shall be negotiated for any mid-term change bargaining. Each party shall be represented by two negotiators.

- A. Negotiations shall normally take place at the Bethesda campus, or virtually, or at another location by mutual agreement.
- B. Proposals shall be exchanged in accordance with Section 7 of this Article.
- C. Negotiations shall begin within three (3) business days after the service of the proposals.
- D. The Agency shall designate a room or virtual method for negotiations and a private room or virtual room for each Party to caucus.
- E. The Parties shall normally negotiate for eight hours a day, from 8:30 AM to 5:00 PM with a half hour for lunch, or by another mutually agreeable schedule.
- F. Either Party may call a caucus. The length of the caucus shall be mutually agreed upon by both parties. A caucus cannot be called at the beginning or at the end of negotiations.
- G. At least one observer will be permitted.
- H. Cell phones shall be set to the silent mode.
- I. There shall be no recordings of the negotiations.
- J. Upon agreement of the other Party, a Party may bring a subject matter expert to the negotiation table for the sole purpose of explaining a matter which requires technical expertise. The subject matter expert cannot bind the Party, does not engage in the negotiations, and is only present at the negotiations to make a presentation and answer any questions.
- K. The Parties shall negotiate for up to three (3) business days, unless mutually agreed upon otherwise.
- L. If no agreement is reached before the sixth hour of the final day of negotiations, the Parties shall exchange their last best offers by the end of the day.

- M. If no agreement is reached before the sixth hour of the final day of negotiations, the Parties shall jointly contact the Federal Mediation and Conciliation Service (FMCS) before the end of the third day seeking mediation of no more than one day.
- N. If no agreement is reached after the services of the FMCS, either Party may file a request for Federal Service Impasse Panel (FSIP) assistance or the Agency may implement the proposed change at its peril; for example, if the pending Union proposals are non-negotiable.

## **ARTICLE 10 - OFFICIAL TIME**

### **Section 1. Definition**

Official time is when a Fellow is paid by the Agency with no loss of benefits while the Fellow is engaging in protected activity on behalf of the Union at times during which the Fellow would normally be performing fellowship activities. This Article provides a process for the request and approval of official time for representational activities as negotiated pursuant to Title 5 U.S.C. 7131 and shall be administered in accordance with said Statute and this Agreement.

### **Section 2. Statute – Section 7131(a) and (c) Official Time**

- A. Section 7131(a) of the Statute provides for official time for Union negotiators of a collective bargaining agreement, including attendance at impasse proceedings, when the Union representatives would otherwise be in a duty status [the time during which a Fellow would be expected to perform fellowship activities]. This Section does not provide for official time to prepare for negotiations. The number of Union representatives authorized official time under Section 7131(a) will not exceed the number of Agency representatives engaged in the negotiations and impasse proceedings.
- B. Section 7131(c) provides for official time for Union representatives when participating in any phase of proceedings before the Authority when a Union representative would

otherwise be in a duty status. The number of Union representatives authorized official time under Section 7131(c) will not exceed the number of Agency representatives engaged in the negotiations and impasse proceedings.

### **Section 3. Union Representatives**

Only Fellows who have been designated as representatives of the Union under Article 6 (Union Rights), will be entitled to use official time under this Agreement.

### **Section 4. Internal Union Business**

Section 7131(b) of the Statute prohibits the use of official time when a Fellow is performing activities that relate to the internal business of the Union, such as the solicitation of membership, election of Union officials, and the collection of dues.

### **Section 5. Representational Time**

- A. The Union will be granted an initial bank of 5,000 hours of official time each calendar year (or portion thereof, on a *pro rata* basis), to engage in Section 7131(d) representational activities. Hours not used during a calendar year will not be carried over to the next calendar year. The Union can initiate discussions with the Agency during the course of the calendar year to evaluate its need for, and to request, additional bank hours for the remainder of the year.
- B. Fellows serving as Union representatives will be afforded a necessary and proper amount of representational time to complete their statutory responsibilities.

### **Section 6. Requesting Official Time**

- A. When official time is necessary, Fellows who are Union representatives will make a request. All requests will normally be made at least five (5) calendar days in advance of the usage of the time requested to the designated Agency Official via email. Management recognizes that, under certain circumstances, five (5) calendar days advance notice may not be practicable and will review requests on a case-by-case basis.
- B. The Union representative will provide the designated Agency Official information to

enable the Agency to make a reasoned determination if the official time request is reasonable, necessary, and in the public interest. Thus, the request must describe the reason for the official time and identify one of the following representational activities.

- C. A non-exhaustive list of representational duties includes: participating in formal discussions and investigatory examinations, meeting to discuss potential grievances, grievance preparation and processing, arbitration preparation and attendance, and drafting 5 U.S.C. 7114(b)(4) information requests.
- D. The Union representative will be released unless the granting of such official time would negatively impact the efficiency of the Agency's operations or carrying out its mission and is of such importance that rescheduling of the time usage is necessary. If the Agency is unable to approve a request for official time, the Agency will, within three (3) calendar days, identify an alternate time for use of the requested official time.

### **Section 7. Using Official Time**

- A. When the Union representative is meeting with a Fellow, a designated Agency Official must approve the Fellow's absence if the Fellow would otherwise have been performing fellowship activities.
- B. If a Union representative completes the representational activity in less time than was approved, the Union representative will notify the designated Agency Official and submit an amendment in writing via email to the original request to reduce the amount of official time used.
- C. On occasion, activities approved for official time may take longer than originally anticipated. In these cases, the Union representative will contact their supervisor to notify them of the need to extend the anticipated return time and to seek approval for such time. The supervisor will determine if the time can be extended or if rescheduling is necessary. If extension is granted, the Union representative will communicate adjustments afterwards by contacting the designated Agency Official.

### **Section 8. Abuse of Official Time**

A Union representative abuses official time when use is not in accordance with the Statute and this Agreement.

## **Section 9. Recording Use and Approval of Official Time**

The use of official time for all Union representatives will be documented by the Agency.

# **ARTICLE 11 - VOLUNTARY DUES WITHHOLDING**

## **Section 1. General Conditions**

- A. A Fellow decides whether or not to join the UAW, and the Agency will not discourage Fellows from becoming members of the UAW. If asked questions about membership or the Union in general, the Agency shall refer the Fellow to the Union.
- B. Fellows in the Bargaining Unit may make a voluntary allotment for union dues through payroll (FTE Fellows) or stipend (non-FTE Fellows) deductions.
- C. The Agency will deduct membership dues in the amount established by the UAW from the Fellow's base earnings. The Agency will make such deductions on each period as defined below in D.
- D. Within thirty (30) calendar days following favorable agency head review and receipt of timely dues forms as defined below, the agency will commence the process to remit dues to the UAW on a monthly basis.
  - 1. For FTE Fellows - The deductions will be initiated following receipt of the assignment form, Standard Form (SF) 1187. The completed SF-1187 will be submitted to the Agency Human Resources Assistant in the Employee and Labor Relations Branch, WRD, OHR, NIH for processing. The Agency will withhold dues from base earnings on a bi-weekly basis conforming to the regular pay periods.
  - 2. For non-FTE Fellows – Fellows may authorize deduction of Union membership dues and the Agency will withhold dues from the base monthly stipend amount. Fellows may authorize deduction of Union membership dues by completing the Union's dues form. The Union will electronically submit the completed forms to the Agency Human Resources Assistant in the Employee and Labor Relations Branch, WRD, OHR, NIH for processing.

- E. The Agency will provide a monthly remittance report with Fellows and their corresponding dues deduction amounts.
- F. Once per twelve (12) month period, the UAW will notify the Agency of changes to the amount of the deductions that the UAW requires to be paid by Fellows. The Agency will make changes to the amount(s) it deducts as soon as practicable but not more than ninety (90) calendar days absent exigent circumstances, following receipt of the Union's notice.
- G. A Fellow may cancel authorization for dues deduction by presenting a written request to the Union. The Union will forward the revocation requests electronically to the Employee and Labor Relations Branch, WRD, OHR, NIH or designee.
  - 1. An FTE member may revoke their dues authorization by submitting Standard Form 1188.
  - 2. A non-FTE member may revoke their dues authorization by submitting a request to the Union, and the Union will promptly notify the Agency.
  - 3. Revocations will not become effective until the pay period following the first anniversary date of the initial allotment.

#### **Section 4. Voluntary Community Action Program (VCAP)**

Fellows who are able to make voluntary allotments from their earnings may choose to make a voluntary allotment to the UAW Voluntary Community Action Program.

#### **Section 5. Correction of Errors**

If the Agency fails to make appropriate authorized payroll dues, deductions, or any part thereof, the Agency shall initiate the process to correct the deduction amounts within thirty (30) calendar days of notice from the Union. If the Agency's error resulted in deductions less than the correct amount, the Agency shall initiate the process to make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal dues amount in any given pay period, until the complete dues deductions have been made.

# ARTICLE 12 - UNION SPACE AND MAIL SERVICES

## Section 1. Use of Space and Services for Union Business

**A. Access:** The Agency will provide access to campuses on which Fellows operate for Union representational purposes, in accordance with security rules and policies.

1. At each campus where Fellows are present, the Union may reasonably post and distribute flyers and other Union documents in locations where normally posted and distributed.
2. The Union will be granted a secure room(s) with one (1) desk, two (2) chairs, a locked cabinet, and a designated centrally located cluster mailbox for receipt of mail at the following campuses:
  - i. Two (2) on the Bethesda campus (MD)
  - ii. One (1) on the Research Triangle Park campus (NC)
  - iii. One (1) on the Rocky Mountain Laboratories campus (MT)
3. The Union will be allowed access to the room reservation system commonly employed for:
  - i. the Baltimore campus
  - ii. the Framingham campus
  - iii. the Frederick campus
  - iv. the Phoenix campus
  - v. the Shady Grove campus
  - vi. the Research Triangle Park campus
  - vii. the Rocky Mountain Laboratories campus
4. UAW staff will be permitted on campuses where Fellows are present by invitation from Fellows following all safety and security protocols.

**B. U.S. Mail Delivery:** United States mail on which postage has been paid and which is received by the Agency bearing the name of the Fellow and correct specific address will be distributed to the Fellow in the normal manner.

**C. Use of Mailboxes:** In locations where Fellows have mailboxes/slots, the UAW may reasonably use such boxes/slots in accordance with campus procedures in effect at the time of the use.



- D. Email Use:** Fellows may use their Agency email account for Union related purposes in accordance with applicable Agency policy regarding electronic mail/electronic communications and in accordance with the Hatch Act.
- E. Union NIH Email:** Union Representatives will be provided an additional email for representational purposes. There is no reasonable expectation of privacy utilizing government information systems.

## **ARTICLE 13 - GRIEVANCE & ARBITRATION**

### **Section 1. Purpose**

The purpose of this Article is to provide “a fair and simple” process to “provide for expeditious processing” of grievances as required by 5 U.S.C. § 7121 (the Statute). The initiation of a grievance shall not be considered as a negative reflection on a Fellow, on an Agency official, or on the Union or the Agency. In the interest of harmonious and effective performance of the Agency’s mission, the Parties recognize the importance of prompt and equitable disposition of any grievance at the lowest possible organizational level.

### **Section 2. Definitions**

- A. “**Grievance**” under this Article is as defined in 5 U.S.C. § 7103(a)(9).
- B. “**Grievant**” means the party filing a grievance under this Article.
- C. “**Day**” means a calendar day. If any due date established by this Article falls on a Saturday, Sunday or Federal holiday, the next official workday shall be considered the due date. All references to timelines within this Article define day one (1) to be the day after the date of filing.

### **Section 3. Right to Representation**

- A. **Filing Party.** A grievance may be filed by:
1. A Fellow or two or more Fellows by this Agreement,
  2. the Union on behalf of a Fellow or two or more Fellows by this Agreement,

3. the Union on behalf of the Union, and
4. the Agency.

**B. Union Representation of a Fellow.** Fellows have the right to be represented by the Union in the negotiated grievance procedure under this Article. If a Fellow elects to be represented by the Union, the Agency shall deal only with the Union representative in the processing of the grievance.

**C. Fellow Self-Representation.** A Fellow may file and process a grievance on the Fellow's own behalf without Union representation.

1. In such instances, the Union has the right: a) to be present during any grievance proceeding; whether or not a meeting is a statutory formal discussion and at any unplanned discussion with the Fellow concerning the grievance; and b) to receive a copy of all correspondence related to the grievance between the Fellow and the Agency when the Fellow receives correspondence, or as soon as practicable thereafter.
2. The Agency shall provide the Union with a copy of any individual Fellow-filed grievance, including all attachments, within five (5) calendar days after it is filed.
3. Only the Union can initiate arbitration if a Fellow self-represents as outlined above.

#### **Section 4. Exclusions**

**A. Exclusions by Statute.** Grievances on the following matters are excluded by Statute from the scope of these grievance procedures:

1. Any claimed violation of subchapter III of chapter 73 of Title 5 U.S.C. relating to prohibited political activities.
2. Retirement, life insurance, or health insurance.
3. A suspension or removal under 5 U.S.C. § 7532 relating to national security.
4. Any examination, certification, or appointment.
5. The classification of any position/award which does not result in the reduction in grade/category or pay/stipend of an employee/Fellow.

**B. Exclusions by this Agreement.** The following matters are excluded by this Agreement and are not grievable:

1. **Awards and Appointments.** The Agency's decision related to making or renewing an award or appointment of any type.
  - a. For informational purposes only, notification of the Agency's decision concerning non-renewal will be issued at least ninety (90) calendar days prior to the end date of the Fellow's award/appointment.
2. **Appointment Mechanisms.** Consistent with Article 1 (Recognition), this Agreement will not change the appointment mechanisms of any bargaining unit members.
3. **Full-Time Equivalent (FTE) Status.** This Agreement will not change the FTE status of any bargaining unit members.
4. **Flexible Location Arrangements.** Consistent with Article 22 (Flexible Location Arrangements), Agency decisions regarding requests to perform fellowship activities at alternate locations.
5. **Orientation.** Consistent with Article 19 (Orientation), matters related to the length, contents, modality, and agenda of orientation meetings.
6. **Individual Development Plans (IDPs).** Consistent with Article 25 (Professional Development), the contents of an IDP.
7. **Progress Assessments.** Consistent with Article 25 (Professional Development), the contents of progress assessments of IRTA/CRTA and Visiting Fellows (herein referred to as non-FTE Fellows).
8. **Reassignments.** Consistent with Article 30 (Reassignments), an Agency decision to transfer a Fellow from one research group to another during the term of an award.
9. **Authorship Disputes.** Consistent with Article 17 (Research Integrity), authorship disputes shall be processed solely in accordance with Agency policies and related procedures.
10. **Research Misconduct.** Consistent with Article 17 (Research Integrity), complaints regarding research integrity shall be processed solely in accordance with Agency policies and related procedures.
11. **Reduction-in-force or furloughs of more than 30 days.**

12. **Excused Absence with Stipend.** Consistent with Article 31 (Excused Absence and Holidays), the denial of a request for excused absence with stipend follows the procedures outlined in Article 21 (Fellowship Schedules).
13. **Terminations During a Probationary or Trial Period.** Consistent with Article 28 (Disciplinary & Adverse Actions), the termination of an FTE Fellow in a probationary or trial period status.
14. **Financial awards and incentives.** The award of any form of incentive pay, including cash awards, quality step increases, or recruitment, retention, or relocation payments, except in cases of administrative error. This also includes management's right to authorize internal moonlighting.
15. **Indebtedness.** Bills of Collections made pursuant to 5 U.S.C. § 5514 due to indebtedness to the U.S. government. The statutory appeal procedures shall apply.
16. **Garnishments.** Garnishments administered by U.S. Courts that follow the procedures outlined in statute 28 U.S.C. § 3205.
17. **Fully successful performance ratings.** For Title 42 U.S.C. § 209(g) Fellows (herein referred to as FTE Fellows), the assignment of a rating of record when the overall performance rating is three (3) or above or the equivalent of fully successful (achieved expected results) or above.

### **C. Exclusions Due to Election of Statutory Appeal Procedure**

#### **a. Merit System Protection Board and Equal Employment Opportunity Forums**

1. A Grievant affected by a prohibited personnel practice, with rights under 5 U.S.C. § 2302(b)(1), which also falls under the coverage of the negotiated grievance procedure, may raise the matter under a statutory procedure or the negotiated procedure, but not both. Selection of the negotiated procedure in no manner prejudices the right of the aggrieved to request the MSPB, if entitled, to review the final decision pursuant to 5 U.S.C. § 7702, in the case of any personnel action that could have been appealed to the MSPB, or, where applicable, to request the Equal

Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

2. Matters covered under Sections 5 U.S.C. § 43 and 5 U.S.C. § 75 of this Title, which also fall within the coverage of the negotiated grievance procedure may, at the discretion of the aggrieved, be raised either under the appellate procedures of 5 U.S.C. § 7701 or under the negotiated grievance procedure, but not both. Similar matters which arise under other personnel systems applicable to the aggrieved covered by Title 5 and Title 42 may, at the discretion of the aggrieved, be raised either under the appellate procedures, if any, applicable to those matters, or under the negotiated grievance procedure, but not both.
3. For MSPB and EEOC matters, the aggrieved shall be deemed to have exercised their option under this subsection to raise a matter either (1) under the applicable appellate procedures; or (2) under the negotiated grievance procedure, at such time as the aggrieved timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of the parties' negotiated grievance procedure, whichever event occurs first.

## **2. Election of Other Forums**

- a. Filing a grievance constitutes an election of forum. If the grievance forum is selected, then generally, a complaint may not be filed on the same issue/same theory in the forums identified below. Conversely, a complaint filed in one of the forums below will bar a grievance over the same issue/same theory.
- b. Nothing in this section shall prevent Fellows from electing instead to exercise other statutory rights they have, if any, to:
  1. File an unfair labor practice charge with the Federal Labor Relations Authority; or
  2. File complaints for corrective action to the Office of Special Counsel (5 U.S.C. § 7121(g)(4)(c)); or

3. File a complaint in a U.S. Court or before an administrative hearing officer on issues covered by this Agreement.
- c. If a federal agency or court determines that they have jurisdiction to hear an appeal or complaint of a Fellow who filed a grievance in writing on the same issue/same theory, the grievance will be canceled.

### **Section 5. Grievability/Arbitrability Issues**

Any questions of grievability or arbitrability of a grievance shall be raised during the grievance process or prior to arbitration. Unless the Parties agree otherwise, the arbitrator shall hear and decide issues regarding grievability and the merits of the case separately. The merits of the case will be heard only after a decision is rendered on any grievability or arbitrability dispute, and, in any event, the hearing on the merits will not occur on the same day as the hearing of the grievability or arbitrability dispute. To ensure that the parties have sufficient time to prepare, the hearing on the merits will be no less than seven (7) and no more than thirty (30) calendar days from the date of the decision on grievability or arbitrability.

### **Section 6. Types of Grievance Processes**

This Article provides for two different grievance procedures:

1. Grievances filed by individual Fellows (and groups of Fellows when named individually), as outlined in Section 8 of this Article; and
2. Institutional Union and Agency grievances, as outlined in Section 9 of this Article.

### **Section 7. Time Frames for Filing Grievances**

A grievance being processed under this Article must be filed within thirty (30) calendar days of when the grievant became aware or reasonably should have become aware of the events giving rise to the grievance.

## **Section 8. Individual Grievance Procedure**

### **A. Step One**

- 1. Written Grievance:** If the grievance is not resolved informally, the grievance shall be presented in writing, using a designated Grievance Form (Attachment 1: Grievance Form) stating the pertinent facts of the claim as clearly and concisely as possible, the term(s) (to include article and section) of this Agreement that have been violated, the persons involved, the date(s), and the specific nature of the resolution requested. The Grievance Form shall be signed and dated by the grievant and filed within the timeframes outlined above in Section 8. The Grievance Form shall be filed with an impartial, designated Agency Deciding Official or designee having authority to adjudicate the grievance.
- 2. Meeting:** If a meeting is requested by the grievant, the meeting shall be held within ten (10) calendar days of the receipt of the written grievance by the Agency, unless mutually agreed upon in writing.
- 3. Agency Response:** Within seven (7) calendar days of either the meeting or receipt of the Grievance Form, whichever is later, the Step One designated Agency Deciding Official shall respond in writing. The Step One decision shall either: grant, partially grant, or deny the relief sought. The Step One response shall contain the reasons for the decision and include the name, title, work location, e-mail address, and work telephone number of the Step Two Official.
  - 1) If the receiving party fails to timely respond, the grievance will immediately and automatically move on to Step Two.

### **B. Step Two**

- 1. Written Appeal of Step One Decision:** The grievant, or the Union on behalf of the grievant, may appeal in writing to an impartial Step Two designated Agency Deciding Official, or their designee, who is at a higher level of authority than the Step One designated Agency Deciding Official, or their designee, within seven (7) calendar days of the Step One response or when the designated Agency Deciding Official should have responded.

2. **Meeting:** If a meeting is requested by the grievant, the Union representative on behalf of the grievant, or the designated Agency Deciding Official, the meeting shall be held within ten (10) calendar days of the receipt of the written grievance by the Step Two Agency Deciding Official, unless mutually agreed upon in writing.
3. **Agency Response:** The Step Two designated Agency Deciding Official, or their designee, shall provide the grievant with a written response within seven (7) calendar days of either the meeting or receipt of the grievance if no meeting is held. The Step Two decision shall either: grant, partially grant, or deny the relief sought. The Step Two response shall contain the reasons for the decision.
4. **Invoking Arbitration:** If the grievance is not resolved at Step Two, the Union may follow the procedures in section 10 to invoke arbitration.

## **Section 9. Union and Agency Institutional Grievances**

- A. **Written Grievance:** A written institutional grievance shall be filed by the Union with the Agency Chief, Employee and Labor Relations (or designee) and by the Agency with the Union President (or designee), within thirty (30) calendar days of when the Agency or the Union became aware or reasonably should have become aware of the event(s) giving rise to the grievance. The content of the written grievance must conform to Section 8 (A.1) of this Article.
- B. **Meeting:** If a meeting is requested by the Union or by the Agency, the meeting shall be held within fifteen (15) calendar days of the receipt of the written grievance, unless mutually agreed upon in writing.
- C. **Agency/Union Response:** The Agency Deciding Official or Union Deciding Official shall respond in writing within fifteen (15) calendar days of either the meeting or receipt of the grievance, if no meeting is held. The Agency or Union decision shall either: grant, partially grant, or deny the relief sought. The Agency or Union response shall contain the reasons for the decision.
- D. **Invoking Arbitration:** If the grievance is not resolved, the grieving party may follow the procedures in section 10 to invoke arbitration.



## **Section 10. Arbitration**

- A. In the event the parties are unable to resolve grievances in accordance with the above procedures, the Union or the Agency may invoke arbitration. Invocation notices must be filed with the Union President or Agency Chief, Employee and Labor Relations (or designee), as applicable, within thirty (30) calendar days from either issuance of the final grievance decision or the date the final decision should have been issued. However, provisions concerning expedited arbitration are noted in Section 12 below.
- B. The moving party must request an arbitration panel from the Federal Mediation and Conciliation Service (FMCS). Within seven (7) calendar days from receiving the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. If the parties cannot agree upon an arbitrator, the parties shall each strike one (1) name from the list alternately and then repeat the procedure until only one name remains who shall be the duly selected arbitrator. The party striking the first name shall be chosen by a virtual coin toss. The parties will alternate paying the cost of obtaining a list of arbitrators from the FMCS. At any time, the parties may obtain a new list of arbitrators from the FMCS by mutual consent.
- C. Following the selection, the moving party will, within ten (10) calendar days, notify the FMCS of the name of the arbitrator selected. A copy of the notification will be served on the other party. The time limits may be extended by mutual consent.
- D. In the event:
  - 1. Either party refuses to participate in the selection of an arbitrator, or
  - 2. Upon inaction or undue delay on the part of either party;the party who refuses to participate, does not act or delays selection of an arbitrator, forfeits its right to selection of an arbitrator. The moving party will proceed with its selection and notify FMCS of this provision.
- E. Arbitration hearings shall be scheduled in the most feasible location, including virtually, and within sixty (60) calendar days after the appeal to arbitration. The parties will work with the selected arbitrator to find the most expeditious and convenient time and date to hold the hearing.
- F. The selected arbitrator shall conduct a hearing in accordance with the labor arbitration rules of the FMCS. The arbitrator will be asked to render a decision on the grievance

within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless the parties otherwise agree.

- G. The decision of the arbitrator shall be binding on all parties subject to 5 U.S.C. § 7122 (the Statute) if exercised by either party. An arbitrator's decision involving claims of discrimination may be referred to the EEOC for appeal and adjudication of challenged matters. The arbitrator shall have authority to interpret the terms of this Agreement and may not add to, subtract from, or modify the terms of this Agreement or impact the employment terms of non-bargaining unit members.

### **Section 11. Timelines**

- A. Should the grieving party fail to respond within the timelines herein, the grievance shall be considered closed for all purposes and such failure shall preclude any subsequent filing or processing of the grievance. Likewise, if the non-grieving party fails to respond within the timelines detailed above, the grievance shall immediately and automatically move on to the next step. If either party fails to invoke arbitration in accordance with the timelines detailed above, the grievance shall be closed for all purposes and no longer subject to arbitration.
- B. The parties may mutually agree in writing to extend the timelines at any step of the grievance procedure.
- C. The parties may agree to consolidate multiple grievances.

### **Section 12. Expedited Arbitration**

- A. The parties may mutually agree to process a grievance through an expedited arbitration process. In accordance with Article 28 (Disciplinary and Adverse Actions) challenges to terminations of non-FTE Fellows must be processed through expedited arbitration.
- B. Expedited arbitrations will be conducted pursuant to the FMCS procedures for expedited arbitrations.
- C. During expedited arbitration procedures for terminations of non-FTE Fellows, the Fellow will be placed in Absence without Stipend status for a period not to exceed sixty (60) calendar days.

### **Section 13. Acceptance of Grievance Relief**

If at any point in the Grievance process relief is offered, either partial or in whole, the grieving party must communicate in writing to the other party that the relief offered resolves the grievance in order for the grievance relief to be implemented.

### **Section 14. Arbitration Expenses**

- A. **Grievability/Arbitrability Challenges.** The arbitrator's fee and expenses of an arbitration, if any, shall be borne equally by the Agency and the Union.
- B. **Arbitration on the Merits.** Each party shall be responsible for its own witnesses' and representatives' compensation, expenses, and fees. If either party desires a verbatim record of the proceedings, the requesting party will pay for it. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The Arbitrator's fee and expenses of an arbitration, if any, shall be borne equally by the Agency and the Union.

## **ARTICLE 14 - RESPECTFUL ENVIRONMENT AND EQUAL OPPORTUNITY**

### **Section 1. General Provisions**

- A. The Agency and the Union are each committed to creating and maintaining an environment that is free of harassment and discrimination.
- B. The Agency provides a wide variety of resources to support a community free of harassment and discrimination through the NIH Civil Program and allied offices. The Agency will advertise and explain elements of policies and resources through trainings and mandatory central orientation. Information for Fellows will also be provided on appropriate Agency websites.

### **Section 2. Reporting and Resolution Procedures for Harassment**

Fellows have access to institutional systems to report and remediate issues related to harassment and inappropriate conduct as defined by the NIH Civil program.

### **Section 3. Equal Opportunity (EO)**

Complaints of discrimination by qualified employees on the basis of a protected class can be initiated through the Office of Equity, Diversity, and Inclusion (EDI). This includes those bases as defined in Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act, the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA). Complaints under the Title VI of the Civil Rights Act must be made with the Department of Health and Human Services (DHHS) Office for Civil Rights.

### **Section 4. EO Election of Forum**

A Fellow shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first. An Arbitrator's decision involving claims of discrimination may be referred to the EEOC for appeal and adjudication of challenged matters.

### **Section 5. Retaliation**

Fellows who file a complaint of discrimination or harassment or participate in an inquiry or proceeding, should not be subjected to harassment or intimidation as a result of their activity.

### **Section 6. Interim and Supportive Measures**

- A.** The Agency may implement supportive measures it deems necessary and appropriate to support Fellows. The Agency's implementation of interim and supportive measures does not confer a finding of harassment, discrimination, and/or inappropriate conduct.
- B.** IRTA/CRTA and Visiting Fellows (herein referred to as non-FTE Fellows) may request reassignment in accordance with Article 30 (Reassignment) of this Agreement.

### **Section 7. Impact on Joint Union-Agency Meetings**

The Joint Union-Agency meetings (Article 8, Joint Union-Agency Meetings) may not be used as a means to investigate Fellow grievances or as a means to investigate EO or harassment complaints but may be used as a forum to discuss general issues that surround such complaints.

### **Section 8. Equitable Access to Bathrooms**

- A. The Agency shall ensure that Fellows have access to gender-neutral bathrooms where feasible and appropriate.
- B. The Agency retains its right to identify and re-label single-occupant bathrooms as gender neutral based on its management plans.
- C. The Agency will provide a webpage noting locations of gender-neutral facilities.

## **ARTICLE 15 - HEALTH AND SAFETY**

### **Section 1. General Conditions**

- A. The promotion of safety and health policies, practices and procedures is the responsibility of each member of the NIH Community.
- B. The Agency will follow applicable laws, rules, and regulations pertaining to health and safety. Fellows will follow Agency health and safety policies, procedures, and training requirements.
- C. The Agency will provide facilities with heating, ventilation and air conditioning systems, consistent with Occupational Safety and Health Administration (OSHA) recommendations.
- D. The Agency will provide first aid equipment and information as determined by the Agency in consultation with the Division of Occupational Health and Safety (DOHS), access to available medical services, safety information, general safety and technical training, for all Fellows in hazardous areas, including those that involve the use of, or exposure to, hazardous materials.

- E. All Fellows will immediately report injuries, illnesses, and near misses to the NIH Occupational Medical Services (OMS) and DOHS via established reporting processes.
- F. When a Fellow has a reasonable belief that they are in imminent risk of death or serious bodily harm from an assignment, and do not have sufficient time to seek redress through normal abatement procedures, they may decline to perform the assignment.
- G. If a Fellow is aware of an unsafe condition, the Fellow should report the unsafe condition to the appropriate designated Agency official and/or the Agency's DOHS for evaluation and appropriate follow-up.
- H. The Agency will assure that no Fellow is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in agency occupational safety and health program activities, or because of reporting by such Fellow.
- I. The Agency will provide Personal Protective Equipment (PPE) deemed necessary by an DOHS risk assessment for safely carrying out fellowship activities.
- J. Nothing shall preclude the Agency from establishing safety standards above minimum safety requirements.
- K. The Agency will supply and maintain equipment, tools, and materials, and provide training needed to carry out fellowship activities safely.
- L. A Union representative will be provided with reasonable advance notice and an opportunity to accompany the safety inspector(s) on official time during any inspection conducted by the Agency or OSHA.

## **Section 2. Information**

- A. Fellows who are potentially exposed to hazardous chemicals, substances, and equipment in their assigned fellowship activities will be provided access to information regarding their hazardous properties and the protective measures that are available to minimize health risks. The Agency will ensure the availability of chemical-, substance-, and equipment- specific information, such as contained in a Safety Data Sheet (SDS) and other safe operating procedure (SOP) documents.

- B. Fellows will adhere to any mandatory NIH directive related to safety and health precautions including mandatory vaccinations, unless contrary to substantiated medical recommendation.

### **Section 3. Health and Safety Committee**

The Union may provide feedback and recommendations to the Agency in relation to health and safety concerns of Fellows. The Union may participate in Agency Health and Safety Committees including the NIH DOHS committees. Fellows designated by the Union to serve on the Health and Safety Committee will be allowed reasonable time in accordance with 29 CFR 1960.10 and 1960.27, so long as participation does not unreasonably interfere with the performance of their regularly assigned fellowship activities.

## **ARTICLE 16 - REASONABLE ACCOMMODATIONS**

### **Section 1. General Provisions**

- A. A reasonable accommodation is a change or exception to an Agency policy or individual office rules and/or procedures, to enable an otherwise qualified individual with a disability to perform the essential functions of a position and/or enjoy equal opportunities. Reasonable accommodations will be provided for qualified individuals with a disability, unless it can be shown that such accommodation(s) would create a direct threat or impose an undue hardship to the Agency. A direct threat and undue hardship determination must be assessed on a case-by-case basis with an individualized assessment.
- B. "Disability" means, with respect to an individual: (A) a physical or mental impairment that substantially limits one or more major life activities of such individual; or (B) a record of such an impairment.
  - 1. "Major life activities" include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of

a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

2. "Disability" shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less. The ameliorative effects of mitigating measures shall be considered in determining whether an impairment substantially limits a major life activity.

## **Section 2. Reasonable Accommodation Process**

### **A. Reasonable Accommodation Requests**

1. An accommodation request may be made in "plain language" and does not need to mention the Rehabilitation Act, Americans with Disabilities Act (ADA), or specifically use the term "reasonable accommodation." The request for accommodation also does not need to specify the disability. Mere mention of the inability to perform Fellowship activities and/or access benefits and privileges based on a medical condition should be considered as a request for reasonable accommodation. The reasonable accommodation process can be initiated when a Fellow or a representative of the Fellow, including a Union Representative (the Requestor), makes a request for reasonable accommodation either orally or in writing to an appropriate Agency official or office, as outlined in Section 3 and Section 4 of this Article below. Upon such a request, the appropriate Agency official, shall begin the reasonable accommodation process. Due to disclosure of medical information, if a third-party representative is involved, a signed statement of representative will be required.

## **Section 3. Reasonable Accommodation Procedures for Title 42 U.S.C. 209(g) (herein referred to as "FTE Fellows")**

Reasonable accommodation requests made by or concerning Title 42 U.S.C. 209(g) Fellows (herein referred to as "FTE Fellows"), will be facilitated by the Office of Equity,



Diversity, and Inclusion (EDI), in consultation with the Institute or Center (IC), in accordance with the NIH policy, as available on NIH's public-facing website.

#### **Section 4. Reasonable Accommodation Procedures for IRTA/CRTA/Visiting Fellows (herein referred to as “non-FTE Fellows”)**

- A. **Facilitation of Requests.** Reasonable accommodation requests made by or concerning IRTA/CRTA/Visiting Fellows (herein referred to as “non-FTE Fellows”) will be facilitated through the Agency’s designated office, in consultation with the IC, in accordance with provisions of this Article.
- B. **Acknowledgement.** The Agency shall provide a written acknowledgment of the reasonable accommodation request to a non-FTE Fellow within seven (7) calendar days of receipt.
- C. **Interactive Process.** Upon receipt of a reasonable accommodation request, the Agency and the non-FTE Fellow will engage in an interactive process. This is an informal, flexible dialogue that focuses on clarifying the individual's needs and exploring potential accommodations to assist in identifying effective reasonable accommodation(s). This process should identify the limitations resulting from the disability and potential reasonable accommodations that could overcome those limitations. A non-FTE Fellow may choose to have a Union representative present during the interactive process. The interactive process begins with the request, continues throughout the eligibility determination, and concludes with the final reasonable accommodation decision, as described below. It will sometimes be necessary to analyze the particular essential fellowship activities of the non-FTE Fellow’s award.
- D. **Interim Accommodation Measures.** At any time during the reasonable accommodation process before a final determination is made, the Agency, at its discretion, may elect to provide interim measure(s) to non-FTE Fellows. The Agency’s decision to provide interim measure(s) before a final reasonable accommodation decision does not confer a finding that the non-FTE Fellow is a qualified individual with a disability, the eligibility for a reasonable accommodation, or a final determination of the appropriateness of an accommodation. The use of interim measure(s) does not

create an entitlement to a permanent, reasonable accommodation. If applicable, the Agency will provide information about an interim measure in writing to the non-FTE Fellow in accordance with this section.

## **E. Eligibility Determination**

### **1. Accommodation Requests for Obvious or Known Disabilities**

For reasonable accommodation requests for known or obvious disabilities, the Agency will provide a notice of eligibility to the non-FTE Fellow, in writing, without the need of medical documentation with the acknowledgement described above in Section 4(B) of this Article.

### **2. Requests for Medical Information and Confidentiality**

(a) If a disability is not known or is not obvious, the non-FTE Fellow may be requested to provide medical information to determine eligibility in accordance with the definition of disability as outlined above in Section 1(B) of this Article. The Agency will make a written request for medical documentation within seven (7) calendar days of the initial accommodation request. The non-FTE Fellow will have fifteen (15) calendar days to provide requested medical information.

(b) Medical documentation will be considered sufficient if it is on letterhead from a qualified medical or rehabilitation professional, and is signed and dated. It must meet the following criteria:

- i. Describes the nature, severity, and duration of the non-FTE Fellow's impairment;
- ii. The activity or activities that the impairment limits;
- iii. The extent to which the impairment limits the non-FTE Fellow's ability to perform said activity or activities; and
- iv. Substantiates why the requested reasonable accommodation is needed.

- (c) Medical documentation should not include genetic information.
- (d) The Agency may consider requests to extend the due date for requested medical documentation, if warranted. Such extension requests will be made by the non-FTE Fellow in writing, providing a reason for the additional time requested to provide sufficient documentation.
- (e) If provided medical documentation is insufficient, the Agency will provide the basis for the deficiency, in writing, to the non-FTE Fellow within fifteen (15) calendar days.
- (f) Using provided medical documentation, the Agency will determine eligibility for a reasonable accommodation as a qualified individual with a disability in accordance with the definitions provided in of this Article. The Agency's determination of eligibility will be provided to the non-FTE Fellow in writing.
- (g) Medical information obtained in connection with a request for reasonable accommodation is confidential and will be maintained in a separate confidential medical record. Supervisors or managers may be informed of any restrictions and accommodations to fulfill the Agency's responsibilities and requirements. All parties agree to handle all interactions with utmost sensitivity and respect.

#### **F. Reasonable Accommodation Determination**

1. The Agency will provide a written decision regarding the requested reasonable accommodation within thirty (30) calendar days of (a) receipt of the request for an obvious or known disability; or (b) receipt of sufficient medical documentation, as described above in Section 4(E)(2)(b) of this Article.
2. In making a decision regarding a requested accommodation, the Agency will consider:
  - (a) The type of limitations resulting from the non-FTE Fellow's disability;
  - (b) Whether the requested accommodation would allow the non-FTE Fellow to perform essential fellowship activities and requirements;

- (c) The degree to which the requested accommodation would impact the non-FTE Fellow's research environment or other facility, including its functions;
  - (d) The degree to which the requested accommodation would impact the capacity of one or more other Fellows or employees in the research environment or other facility to carry out their functions;
  - (e) Any upfront and ongoing expenses;
  - (f) Consideration will be given to the non-FTE Fellow's preferred accommodation, but the Agency retains the ultimate discretion to choose among effective accommodations and may choose the less expensive or less disruptive accommodation. A non-FTE Fellow is not entitled to an accommodation of their choosing.
  - (g) A reasonable accommodation will not change conduct, performance, or essential fellowship activities. This includes conduct standards that prohibit the use of illegal drugs or drinking alcohol while engaged in fellowship activities.
  - (h) Additionally, the Agency will ensure that an accommodation:
    - i. Would not cause an undue hardship to the Agency;
    - ii. Does not provide personal use items or equipment that would assist the non-FTE Fellow both during and outside of fellowship activities, such as eyeglasses or a permanent motorized scooter;
    - iii. Does not remove or change essential fellowship activities;
    - iv. Provides an accommodation that would not cause a direct threat.
3. If the reasonable accommodation is granted as requested, the Agency will implement the accommodation as soon as practicable. If a delay in implementation occurs due to factors outside the control of the Agency, for example, with procurement of equipment from an outside vendor, the Agency

- may implement interim measures as described above in Section 4(D) of this Article.
4. If the request for reasonable accommodation is denied, the denial must clearly state the specific reasons for the denial in plain language. Where the Agency has denied a specific requested accommodation but has offered to make a different one in its place, which was not discussed during the interactive process, the denial notice should explain both the reasons for the denial of the requested accommodation and the reasons that the Agency believes that the recommended accommodation will be more effective.
  5. If a request is denied, the non-FTE Fellow may request reconsideration in writing within ten (10) calendar days. The Agency shall respond to this request in writing within ten (10) calendar days.

## **ARTICLE 17 - RESEARCH INTEGRITY**

### **Section 1. Purpose**

All members of the NIH community are responsible for fostering an environment that enables scientists to work together toward common goals while protecting public trust in the research enterprise. Responsible conduct of research includes but is not limited to defining appropriate research practices, scientific recordkeeping, ethical publishing practices, appropriate use of artificial intelligence, human subject protections, the appropriate use of animals in research, and the research misconduct process.

### **Section 2. Training and Guidance**

The Agency will continue to offer training in the responsible conduct of research to support Fellows in developing and expanding competency in ethical scientific conduct. Trainings include but are not limited to those offered through the NIH Office of Intramural Training and Education (OITE), NIH Library, NIH Institutes and Centers (IC), and the Office of Intramural Research. Trans-NIH trainings will be advertised to all Fellows and the Agency will encourage Fellow participation in trainings as appropriate. Trainings may be

completed as part of normal fellowship activities. Furthermore, Fellows are expected to comply with all training requirements as defined by the Agency.

### **Section 3. Research Misconduct**

- A. Fellows are governed by, subject to, and have rights as outlined in the Department of Health and Human Services (DHHS) Policies on Research Misconduct, 42 C.F.R. Part 93, which may be amended. The Agency's responsible conduct of research (RCR) policies and guidance will be shared on Agency webpages and details of relevant processes and requirements will be provided at mandatory trainings. Complaints regarding research integrity shall be processed solely in accordance with Agency policies and related procedures, which may be amended and bargained to the extent required by the Statute and in accordance with Article 9 (Mid-Term Negotiations).
- B. When participating in NIH research misconduct proceedings, Fellows who have been named as the "Respondent" or "Complainant" may invite a Union representative, or another representative in accordance with Agency policy, to attend meetings with Agency officials or formal committee interviews as an advisor to the Fellow.

### **Section 4. Authorship**

- A. Unethical authorship practices, such as granting authorship to those who do not make significant contributions to the project or denying authorship to those who do, undermine the integrity of scientific research and trust among researchers. Authorship disputes shall be processed solely in accordance with Agency policies and related procedures, which may be amended and bargained to the extent required by the Statute and in accordance with Article 9 (Mid-Term Negotiations). The NIH process for authorship conflict resolution will be published on Agency websites and details will be provided at the mandatory central orientation for non-FTE fellows.
- B. When engaging with the NIH authorship conflict resolution process, Fellows may invite an advisor, including a Union representative, to attend meetings at either the

informal resolution stage or the formal adjudication stage of the resolution process as an advisor to the Fellow.

- C. Following their departure from the NIH, the authorship conflict resolution process remains available to Fellows who contributed to NIH manuscripts.

### **Section 5. Assertion of Rights**

The Agency shall not engage in any form of retaliation against a Fellow who engages in a good-faith effort to assert their rights, including but not limited to engaging in the Agency's authorship conflict resolution process or making an allegation of research misconduct to the Agency Intramural Research Integrity Officer or other appropriate Agency official.

## **ARTICLE 18 - INVENTIONS**

- A. The Agency will follow existing policy with respect to reporting, evaluating, and determining the inventorship and ownership of intellectual property (IP), including inventions that may be made by Fellows, in accordance with applicable laws, rules, and regulations.
- B. In the event, that the Agency changes policies and procedures for reporting, evaluating, and determining the inventorship and ownership of NIH-owned IP, the Agency will notify the Union as soon as practicable and if appropriate, the parties will engage to the extent required by Statute and bargain in accordance with to the procedures described in Article 9 (Mid-Term Negotiations).
- C. Following their departure from the NIH, Fellows may be named as co-inventors in accordance with applicable laws, rules, and regulations.

# **ARTICLE 19 - ORIENTATION**

## **Section 1. General Provisions**

- A. The parties agree to the utility of central, mandatory orientations in ensuring successful Fellow appointments and fulfillment of the Agency mission.
- B. The Agency will provide central, mandatory orientations for Fellows on a recurring, scheduled basis:
  - a. Orientations for non-FTE Fellows will be held at least monthly.
  - b. Orientations for FTE Fellows will be held in accordance with existing OHR scheduling (once per pay period).
- C. The Agency will determine the length, contents, modality, and agenda of the orientation.
- D. Orientations may be conducted in-person, virtually, or in a hybrid modality.

## **Section 2. Notification**

The Union will be notified of the scheduled dates for Fellow orientation (including modality and location) as soon as practicable; however, under no circumstances will the notification be less than ten (10) calendar days prior to the orientation session.

## **Section 3. Information for Non-FTEs**

The Agency will provide Fellows with the following in writing during the onboarding process, which typically begins at least thirty (30) calendar days prior to the start date of their appointment: (a) appointment information, including tentative start and end dates of appointment and award amount; (b) Union contact information; (c) link to the appropriate Fellow handbook and moving guide; (d) link to this collective bargaining agreement (CBA); and (e) link to information on available benefits.

## **Section 4. Union Participation**

- A. The Union will be allotted thirty (30) minutes to present at each central, mandatory orientation for non-FTE Fellows. The Agency will provide the name and email addresses of attendees as soon as practicable.



- B. For FTE Clinical Fellows, the Union will be allotted thirty (30) minutes to present at the annual mandatory onboarding orientation. The Agency will provide the name and email addresses of attendees as soon as practicable.
- C. For FTE Fellows, the Union will be allotted up to thirty (30) minutes to present at each mandatory Office of Human Resources (OHR) orientation.
- D. No Agency official or representative will be present during the period of time that the Union representative addresses the Fellows except to the extent administrative staff is necessary for the purpose of hosting virtual meetings.

## **ARTICLE 20 - FELLOWSHIP DOCUMENTATION**

### **Section 1. Purpose**

The parties agree that access to NIH Fellowship documentation is important for career advancement and personal needs.

### **Section 2. Documentation for FTE Fellows**

Documentation for FTE Fellows is accessible through Electronic Official Personnel File (eOPF), Defense Finance and Accounting Service (DFAS) myPay, the Learning Management System (LMS) and the Institute/Center (IC) Administrative Officer, or designee. The Agency maintains the right to change and update these systems in the future after notification to the Union following provisions in Article 9 (Mid-Term Negotiations).

### **Section 3. Documentation for IRTA/CRTA and Visiting Fellows (Non-FTE Fellows)**

Documentation for non-FTE fellows is accessible through the Institute/Center (IC) Administrative Officer, or designee, IC training office, or the Office of Intramural Training and Education (OITE), or designee. Some training records are maintained on the Fellow's myOITE account on the OITE website. Visiting Fellows may also access information through the Division of International Services (DIS). If requested through OITE, the Agency will provide a copy of appointment letter, verification of Fellowships including

stipend as soon as practicable but no later than seven (7) calendar days absent exigent circumstances. The Agency maintains the right to change these processes and systems in the future after notification to the Union in Article 9 (Mid-Term Negotiations).

## **ARTICLE 21 - FELLOWSHIP SCHEDULES**

- A. The Parties acknowledge that the specific fellowship schedule in connection with an appointment under this Agreement will vary for Fellows due to appointment mechanism and the nature of scientific research and clinical training. This Agreement should not be construed as imposing a limit on the amount of scientific research or effort necessary for a Fellow to make progress during their appointment.
- B. A successful fellowship experience is outcome-based, and time spent performing fellowship activities shall be flexible, and related to research needs, clinical competency, and professional development as outlined in Article 25 (Professional Development). Fellows are typically expected to devote 40 hours per week on fellowship activities, with varying hourly and daily commitments. Emphasis will be placed on meeting the research and/or clinical responsibilities and making progress toward training and professional goals, as assigned or approved by the supervisor.
- C. Clinical Fellows who are enrolled in Accreditation Council for Graduate Medical Education (ACGME) graduate medical education residency or fellowship programs must observe Graduate Medical Education Committee policies that govern clinical and educational work hour requirements.
- D. Fellows who have concerns about their fellowship expectations may work to directly resolve issues with their supervisor or seek guidance from the Office of Intramural Training and Education (OITE). In both cases they may include a Union representative in their meetings.
- E. The Agency maintains policies to address a variety of exigent circumstances impacting schedule.
- F. Should the Agency employ time-tracking methods for non-FTE fellows, it may do so and bargain to the extent required by the Statute and in accordance with the

procedures described in Article 9 (Mid-Term Negotiations). FTE Fellows will continue to follow NIH time-tracking procedures.

## **ARTICLE 22 - FLEXIBLE LOCATION ARRANGEMENTS**

1. To provide flexibility and to enhance productivity and support well-being, Fellows may be approved to perform fellowship activities at an approved alternate location at the discretion of the NIH Principal Investigator (PI) or equivalent. This arrangement is not an entitlement and may not be appropriate for all Fellows or for all situations. The expectation is that Fellows report in person for most of their Intramural Research Program (IRP) training experience. Greater flexibility is allowed in adverse weather or other emergency situations. FTE Fellows will follow government-wide laws, rules, and regulations.
2. While determining the eligibility of a Fellow's request for flexibilities, supervisors will consider extenuating circumstances as presented by the Fellow.
3. Notification of terminating a flexible arrangement will be made at least fifteen (15) calendar days in advance by either party, with the exception of exigent circumstances requiring a prompt termination of the arrangement.

## **ARTICLE 23 - ACCESS TO NIH AMENITIES, SERVICES, AND ACTIVITIES**

The Agency recognizes the importance of amenities, services, and activities to the Fellow population. The Agency will continue to offer a wide variety of amenities, services, and activities to Fellows in accordance with appointment mechanism. The parties recognize that the availability of these amenities, services, and activities may change. In the event any of these amenities, services, and activities are eliminated, paused, or otherwise become unavailable to Fellows at NIH, the Agency will notify the Union as soon as

practicable. If appropriate, the parties will engage pursuant to the procedures described in Article 9 (Mid-Term Negotiations).

## **ARTICLE 24 - FELLOWSHIP SPACE, EQUIPMENT & MATERIALS**

- A. Fellows will be provided access to, and use of, workspace, facilities, equipment, materials, and network resources necessary, as determined by the Agency, for completion of assigned fellowship activities.
- B. Fellows may be instructed to change their research bench or office space within their group. Fellows will be notified of such changes no less than five (5) calendar days in advance. No additional notice is required to the Union.

## **ARTICLE 25 - PROFESSIONAL DEVELOPMENT**

### **Section 1. Purpose**

Outstanding training and professional development are essential components of the NIH mission. The Agency will vigorously maintain support for training and professional development programs for Fellows. Nothing in this Agreement will preclude the enhancement of training and professional development programs provided to Fellows, or the expansion of access through resource-sharing amongst Institutes and Centers (ICs).

### **Section 2. General Provisions**

- A. The Agency and the UAW agree that a primary component of a Fellow appointment is to receive advanced training in a variety of disciplines related to biomedical research, medical library research, and related fields. As such, the parties agree that adequate opportunities for training and professional development are essential. Training and professional development activities include but are not limited to

workshops, courses, preparation of job or school applications, grant writing, interviews, leadership, management, pedagogy, and mentor training.

- B. A minimum average of 10% of non-FTE Fellows' time will be allocated to training and professional development activities. Management reserves the right to determine the amount of time and resources allocated to training and professional development of Fellows.
- C. The Agency will continue to provide professional development programming specific to the needs of Fellows.
- D. The Agency will regularly communicate training and professional development opportunities and programs with Fellows and will provide information for training and professional development opportunities on a public website that is regularly updated. The Agency will provide information for training and professional development opportunities for non-FTE Fellows at a central mandatory orientation as referenced in Article 19 (Orientation).
- E. The Agency and the Union will, at a minimum, meet bi-annually for at least one hour to discuss and identify ways to enhance and encourage training and professional development. The Agency and Union will agree on an agenda in advance of the meeting.
- F. Fellows may request funding from their individual supervisors to pay for courses offered by the Foundation for Advanced Education in the Sciences (FAES), NIH Training Center, and other outside entities. The supervisor, on behalf of the Agency, may, but is not required to, pay tuition on behalf of the Fellow when allowable by NIH policy.
- G. Fellows are eligible to attend conferences with approval of their PI or supervisor, subject to available funding and consistent with IC policy.
- H. OITE will host a webpage to enable ICs to advertise programs with available capacity.

### **Section 3. Individual Development Plans**

- A. The parties recognize that an Individual Development Plan (IDP) is an important tool for scientific training and career planning. Although not required, all Fellows are encouraged to annually develop, review, and revise an IDP that outlines their short-

term and long-term goals for professional development. To encourage and support Fellows in the IDP process, the Agency provides training and resources to the NIH community. OITE provides access to an electronic IDP that contains instructions. Fellows may use any IDP template, including but not limited to those provided by OITE and IC training offices.

- B. Fellows may develop, review, and revise their IDPs independently or in collaboration/consultation with an agreeable management official (generally, their Principal Investigator (PI) or supervisor), IC training office, OITE, or any additional career mentors of their choosing. A Fellow or their supervisor may request that a member of their IC training office or OITE attend an IDP discussion with them. In addition to the supervisor, the Fellows are encouraged to consult with additional career mentors in the development of an IDP.
- C. IDPs will not be used by the Agency in determining reappointment.
- D. The contents of IDPs are not grievable.

#### **Section 4. Mentorship**

1. The parties agree that quality mentor/mentee relationships are important to the fellowship experience.
2. The Agency encourages Principal Investigators (PIs) and Supervisors to follow the mentorship guidelines provided by OITE, ICs, and other NIH offices.
3. The Agency will communicate NIH resources for discussing mentor-mentee and lab dynamic issues.

## **ARTICLE 26 - FELLOWS IN THE VISITING PROGRAM**

#### **Section 1. Scope**

This Article applies to Fellows in the NIH Visiting Program after they have completed onboarding with the Agency.

## **Section 2. Visa and Work Authorization Applications**

The Agency may offer Fellows in the NIH Visiting Program the option of sponsorship for eligible employment-based visa categories, as determined by the Agency in accordance with Department of Homeland Security (DHS) and United States Citizenship and Immigration Services (USCIS) regulations.

- A. Upon receipt of all Agency-required documents and information from Fellows in the Visiting Program in accordance with Institute/Center (IC) lead times and established Division of International Services (DIS) timeframes, the Agency will process visa and work authorization paperwork for which the Agency is responsible.
  1. Subject to the requirements in (Section 2A) above, if the Agency is responsible for delays in processing visa or work authorization paperwork, the Agency will make reasonable efforts under the Agency's control to remedy the situation including expediting visa processing.
- B. The Agency will evaluate timelines and causes of visa and work authorization processing delays and will make efforts to address issues under the Agency's control.

## **Section 3. Appointment and Award Continuity**

If a current Fellow in the Visiting Program is unable to continue their appointment or award as a result of the Fellow's immigration status, the Agency within its sole discretion may determine whether to hold the appointment or award, in order for the Fellow to regain work authorization or lawful immigration status that grants work authorization, subject to current US immigration laws.

## **Section 4. No-Objection Statement Waiver**

- A. The following is a unilateral management determination and is not considered to be a negotiated condition of employment under the Statute and is not a part of this collective bargaining agreement, but rather is included for informational purposes only.

- B. Under the Agency's policy with respect to No-Objection Statement (NOS) waivers of the J-1 two-year home residence requirement (212e), the Agency will offer a favorable sponsor view upon request by the Department of State (DOS) if the Fellow is in good standing and has received or provides one of the following:
1. An offer of employment in the biomedical sciences from NIH, or;
  2. A formal offer (formal offer means a letter on employer letterhead with title of job, anticipated start dates, and salary) or documentation of current employment in the biomedical sciences from a bona fide employer outside NIH, but located within the United States, or;
  3. An approved Form I-140, Immigrant Petition for Alien Workers, under either the First Preference "EB-1" Category for Extraordinary Ability or the Second Preference "EB-2" Category for Exceptional Ability with National Interest Waiver, or;
  4. An offer as a Contract Worker to be placed at NIH in the biomedical sciences if the Fellow has met all of the following:
    - i. One or more publication(s) from their time at NIH, and;
    - ii. Completed at least four (4) years of NIH Intramural fellowship experience, and;
    - iii. Has not received an exceptional extension beyond the fifth year, in accordance with NIH policy.
  5. If a Fellow receives favorable sponsor views based on reasons 2 or 3 above, they may not return to NIH in any capacity, except for an FTE appointment, until two (2) years have elapsed.

## **Section 5. Information and Services**

- A. Fellows in the Visiting Program will have access to the Division of International Services (DIS) and may contact DIS for questions concerning visa processing. Upon a Fellow's request, a Fellow may meet with a representative from DIS to discuss their visa status and arrangements.
- B. The Agency hosts periodic informational workshops on visa and immigration topics. These workshops will be made available to the Fellows.



## **ARTICLE 27 - PROGRESS ASSESSMENTS & PERFORMANCE EVALUATION**

### **Section 1. Purpose**

This article provides for periodic appraisals of Fellow performance. The Agency will provide Fellows feedback to keep them apprised of what is expected of them, how well they are meeting those performance goals, and provide assistance in improving performance.

### **Section 2. Procedures for Progress Assessments for IRTA/CRTA and Visiting Fellows (herein referred to as “non-FTE Fellows”)**

- A. Within a reasonable time after the beginning of a non-FTE Fellow’s award, the Fellow will be provided with expectations related to fellowship activities, as deemed appropriate by the Agency.
- B. Progress and accomplishments related to fellowship activities of non-FTE Fellows will be assessed annually. In these assessments, written feedback will address the Fellow’s recent research progress, research objectives, and suggestions for improvement, which may include recommendations for fellowship activities and additional training. The structure of the progress assessment may vary and may utilize an independently developed or a pre-established form, at the discretion of the Agency. A Fellow or their supervisor may request input from a member of their Institute/Center (IC) training office or the Office of Intramural Training and Education (OITE).
- C. The Fellow may respond in writing to the supervisor or designee, the Institute/Center (IC) training office, an OITE representative, and/or the Scientific/Clinical Director.
- D. The contents of Progress Assessments are not grievable.

**Section 3. Procedures for Performance Appraisal Process for Title 42 U.S.C. 209(g) (herein referred to as “FTE Fellows”)**

- A. This section addresses performance management and performance appraisals for Fellows who are full time equivalent (FTE) under Title 42 U.S.C. 209(g) appointments. These procedures are established under and are to be used in conjunction with Title 5 U.S.C. Chapter 43 and 5 C.F.R. Part 430.
- B. The Agency retains its right to utilize procedures to address performance in accordance with Title 5 U.S.C. Chapter 75, and to take actions under Title 5 C.F.R. 315 and 316.
- C. Performance will be appraised for FTE Fellows in accordance with governmental law, rules, and regulations, and the Department of Health and Human Services (DHHS) policy on performance management and related NIH manual chapters.
- D. Critical elements and performance standards are not grievable.
- E. The Agency will notify FTE Fellows of areas in need of performance improvement and initiate steps to assist the FTE Fellow in meeting performance standards. Such actions as determined by the supervisor may include regular and careful review of work or on-the-job and/or classroom training.
- F. When informal efforts discussed above do not result in acceptable performance, the FTE Fellow will be provided a reasonable opportunity to demonstrate acceptable performance, commensurate with the duties and responsibilities of the FTE Fellow’s position.
- G. The opportunity period notice will be developed in writing and the FTE Fellow will be given an opportunity to review the notice, ask questions, and/or comment on the notice, and/or seek counsel of a Union representative seven (7) calendar days prior to its implementation. Final authority for the establishment and the content of the opportunity period notice rests with management.
- H. Performance at an unsatisfactory level will be addressed in accordance with governmental law, rules, regulations, and DHHS policy.

**Section 4. Clinical Competency**

FTE Clinical Fellows who are enrolled in training programs accredited by the Accreditation Council for Graduate Medical Education (ACGME) are also evaluated for clinical competencies in accordance with ACGME guidelines and requirements.

## **ARTICLE 28 - DISCIPLINARY AND ADVERSE ACTIONS**

### **Section 1. General Provisions**

- A. The Agency retains its right to take disciplinary or adverse action or terminate an award or appointment due to misconduct, pursuant to procedures in this Article.
- B. For informational purposes only, a non-renewal of an award for reasons unrelated to misconduct is not a termination. When the Agency exercises its right not to renew an award for reasons unrelated to misconduct, the Agency will provide notice to non-FTE fellows at least ninety (90) calendar days prior to non-renewal.

### **Section 2. Misconduct Procedures for IRTA/CRTA/Visiting Fellows (herein referred to as non-FTE Fellows)**

- A. The Agency retains its right to issue disciplinary action or terminate an award for just cause. Nothing in this provision creates any rights for non-FTE Fellows to MSPB proceedings or the application of MSPB standards.
- B. Disciplinary actions may include:
  - 1. Written Directive: A written communication that informs the Fellow of the nature of alleged misconduct, the requirements for continuation of their award, and the potential consequence(s) of continued misconduct.
  - 2. Remediation: Remediation may include, but is not limited to, additional training and/or temporary revocation of certain fellowship training activities, and/or revocation of access to NIH facilities for a specified period of time.
  - 3. Termination of Award: Termination of the Fellow's award prior to end date.
- C. Procedural Steps for Non-FTE Fellows
  - 1. The Agency shall notify the non-FTE Fellow in writing of a directive, remediation, or the decision to terminate for misconduct. For terminations, the Agency shall also provide notice to the Union.

2. If a non-FTE Fellow wishes to challenge the termination of their award, they must use the agreed upon expedited arbitration process and procedures outlined in Article 13 (Grievance & Arbitration).
3. Upon notification of termination of a non-FTE Fellow's award, the Union must notify the Agency of its intent to invoke an expedited arbitration process within five (5) calendar days. The expedited arbitration process will follow the procedures outlined in Article 13 (Grievance & Arbitration).
4. Upon receipt of the Union's notification of their intent to invoke expedited arbitration in accordance with number two (2) of this subsection, the Agency will place the non-FTE Fellow in "Absence without Stipend" status for a period not to exceed sixty (60) calendar days.

**Section 3. Misconduct Procedures for Title 42 U.S.C. § 209(g) Fellows (here in referred to as FTE Fellows)**

- A. Probationary and trial period actions for FTE Fellows shall be taken under the procedures of Title 5 C.F.R. 315 and 316. The termination of an FTE Fellow for misconduct serving on a probationary or trial period is not grievable.
- B. The provisions of this Section are applicable to:
  1. Disciplinary actions, including official reprimands, and;
  2. Adverse actions, including removal or suspensions for any length, reduction in grade or pay, or furlough for thirty (30) days or less pursuant to Chapter 75, 5 U.S.C. Section 3.
- C. The Agency retains its right to issue disciplinary or adverse action only for such cause as will promote the efficiency of the service, in accordance with Title 5 U.S.C. §§ 7503(a) and 7513(a).
- D. These procedures are used in conjunction with Title 5 U.S.C. Chapter 75 and 5 C.F.R. Part 752.
- E. All disciplinary actions for FTE Fellows will include the basis for the action in writing.
- F. The Agency will follow the procedures set forth within Title 5 C.F.R. Part 752.203 with respect to all proposed suspensions of fourteen (14) days or less.

G. The Agency will follow the procedures set forth within Title 5 C.F.R. Part 752.404 with respect to all proposed adverse actions.

1. Upon request, FTE Fellows facing disciplinary or adverse action will be provided a copy of all materials relied upon to support the reasons for the proposed disciplinary or adverse action.
2. The Union shall be given a copy of any proposal and decision letter regarding any disciplinary or adverse actions issued within the bargaining unit, upon request.

## **ARTICLE 29 - FELLOW OPPORTUNITY ANNOUNCEMENTS**

1. Principal Investigators (PIs) and other hiring managers will be encouraged to post their specific appointments and awards to the Office of Intramural Training Education (OITE) website (<https://www.training.nih.gov/jobs/>), any IC-specific site, and/or any other appropriate means to reach a broad and inclusive pool of applicants, including internal applicants.
2. Announcements will include a link to the appropriate program description page located on the OITE website and will note that the fellowship opportunity is covered by a bargaining unit.

## **ARTICLE 30 - REASSIGNMENT**

### **Section 1. Scope**

This Article only applies to IRTA/CRTA and Visiting Fellows (non-FTE Fellows). FTE Fellows are governed by government-wide laws, rules, and regulations.

### **Section 2. Purpose**

A way to support Fellows in achieving their research and career goals is to allow reassignments (also called “transfers”) from one research group to another within the NIH

Intramural Research Program. Reassignment is defined as the transfer of a Fellow from one research group to another in the context of their existing award.

### **Section 3. Initiation of Reassignments**

Reassignments/transfers may be initiated by:

- A. **The Fellow.** On their own initiative, Fellows may submit a request for reassignment in writing to the Office of Intramural Training and Education (OITE), who will consult with the IC Training Director, as appropriate.
  - 1. After receiving a request from a Fellow, OITE will provide an explanation of the process and support communication with appropriate parties, as needed throughout the process.
  - 2. The Fellow will actively participate in all stages of the reassignment process, including developing a transition plan.
- B. **The Agency.** Generally, the NIH supervisor or Institute/Center (IC) leadership, or the Office of Intramural Research (OIR) or the Office of Intramural Training and Education (OITE) leadership may determine that alternative placement is advantageous to the training of the Fellow and the mission of the Agency. The Agency will comply with the terms in Article 9 (Mid-Term Negotiations).

### **Section 4. Reassignment Process**

- A. Absent exigent circumstances, Fellows will remain in their current research group while seeking reassignment within the organization or are being reassigned by the Agency. However, the Agency retains the right to make alternative arrangements, including temporary reassignment with stipend.
- B. The Agency will notify the Union of all reassignments as soon as practicable.
- C. The Agency maintains its management rights and does not guarantee reassignment.

# **ARTICLE 31 - EXCUSED ABSENCE AND HOLIDAYS**

## **Section 1. Scope**

This Article only applies to IRTA/CRTA and Visiting Fellows (herein referred to as “non-FTE Fellows”). Title 42 U.S.C. 209(g) (herein referred to as “FTE Fellows”) are governed by law and government-wide rules and regulations.

## **Section 2. Excused Absence with Stipend**

- A. Non-FTE Fellows may be granted excused absence with stipend up to thirty (30) days per year for personal purposes (including medical needs), emergencies, illness, care of a family member, bereavement, and vacations. Federal holidays are separate as described below in Section 4 of this Article.
- B. Excused absence with stipend does not accrue year to year and resets to thirty (30) days at the start of each calendar year. Excused absence with stipend will be prorated based on the start date of the non-FTE Fellow’s award. There will be no cash value for any unused excused absences with stipend.
- C. Non-FTE Fellows must obtain pre-approval from their supervisor or designee for excused absence with stipend. Planned excused absence with stipend should be requested as far in advance as feasible, but generally no later than twenty-four (24) hours in advance for non-emergency purposes. The supervisor or designee should respond to the request as soon as practicable. Any Fellow who is dissatisfied with denial of an excused absence with stipend and wishes to have reconsideration will follow the process outlined in Article 21 (Fellowship Schedules, Section D).

## **Section 3. Excused Absence with Stipend for Parent(s)**

All non-FTE Fellows will be allotted twelve (12) weeks of excused absence with stipend for the birth, adoption, or foster care placement of a child. The twelve (12) weeks may be used in a flexible manner over the course of the twelve (12) calendar month period starting with the birth, adoption, or foster care placement of a child.

#### **Section 4. Holidays**

Non-FTE Fellows will be allotted excused absence with stipend following the same holidays designated annually by the Office of Personnel Management (OPM) for Federal Employees.

#### **Section 5. Cultural and Religious Observation**

Non-FTE Fellows may arrange their fellowship schedules, with approval of their supervisor or designee, to observe cultural or religiously significant days, in accordance with Article 21 (Fellowship Schedules).

#### **Section 6. Excused Absence Without Stipend**

Non-FTE Fellows may submit a request for excused absence without stipend in writing to the Office of Intramural Training and Education (OITE), who will consult with appropriate IC leadership to facilitate processing. An acknowledgement will be provided in writing. The purpose of the request for excused absence without stipend is not intended to limit a non-FTE Fellow's opportunity to take time away from fellowship activities or to address personal matters but to best manage the allocation of Agency funds.

#### **Section 7. Absence Tracking**

The Agency will employ absence-tracking methods for non-FTE Fellows, and bargain to the extent required by the Statute and in accordance with the procedures described in Article 9 (Mid-Term Negotiations).

## **ARTICLE 32 - ECONOMICS, AWARDS, PAY, AND BENEFITS**

#### **Section 1. General Provisions**

- A. At the time of initial appointment, a Fellow shall be appointed to at least the minimum level for their number of months/years of experience.
- B. After the initial fiscal year in which this Agreement is adopted, the hiring of new Fellows and the continuation of existing Fellows is subject to the availability of



funding provided by an appropriation available for such purpose current to the fiscal year during which an award will be paid.

- C. All requirements under this Agreement are subject to the availability of appropriations.
- D. If, for a given fiscal year, the Agency experiences and documents an appropriations shortfall, impacting the intramural budgets, and there are insufficient available appropriations to meet the requirements in this Agreement as determined and documented by the Agency, the Agency may take steps to address the appropriations shortfall. In making its determination, the Agency is not required to reduce available funding for other NIH programs, projects, and activities to make funds available for purposes of this Agreement. The Agency will take the following steps, or combination of steps, to the extent necessary to address the shortfall, and will do so in the following order: (1) freeze or reduce the number of new fellowships; (2) pause or reduce increases scheduled for the award amount provided for in this Agreement; (3) suspend or terminate existing awards. The Agency shall consult with the Union before implementing any such steps.

## **Section 2. IRTA/CRTA and VISITING Fellows**

1. Awards - For informational purposes only - In accordance with Title 42 C.F.R. Part 63, Public Health Service Regulations, Fellowships, Internships, and Training, the Agency shall determine the length of such awards and determine when to terminate such awards. (Award means an award of funds under section 402(b)(13), 405(b)(1)(C), 413(b)(3), 472, 485D(a), or other sections of the Act which authorize research training or traineeships.) The Award under the regulations of 42 CFR Part 63 is for the non-FTE Fellows' subsistence and other expenses during the period that person is participating in the research training approved under the award. The Agency shall also determine whether an award will be renewed and the factors that will be relied upon in making such determinations. The award includes allowances that will be consistent with the public interest, governing laws and regulations, and Agency's mission and budget.

2. Subject to an approved Fiscal Year 2026 budget, and no earlier than May 2026, the Agency will implement new stipend tables for Postbaccalaureate IRTAs/CRTAs, Predoctoral (Graduate Student) IRTAs/CRTAs and Visiting Fellows (VFs), and Postdoctoral IRTAs/CRTAs and VFs, referred to in this article as Fellows. The expected stipend level for Fellows who are serving under the October 2024 stipend tables at the time of implementation of the new stipend tables in Attachment 2 (2026 Stipend Tables) will not be reduced in the first year after implementation of the new stipend tables. The annual minimum fixed award amount and new stipend tables will be provided within the annual traineeship agreement that will be reviewed by the non-FTE Fellow before signing and accepting the traineeship award.
3. **Annual Adjustments:** Starting May 1, 2026, and annually thereafter for the term of this Agreement, stipends and the minimum fixed NIH award tables for non-FTE Fellows will be increased 0.5 percent.
4. **Experience increases:** Non-FTE Fellows' stipends will increase to the next column in the stipend table on each annual renewal date.
5. A copy of the annual minimum fixed award tables will be maintained on the Office of Intramural Training and Education (OITE) website.

### **Section 3. FTE Fellows - Pay Provisions**

#### **A. General Pay Provisions**

1. Base Pay and annual pay adjustments for FTE Fellows will be set in accordance with the Agency's Title 42 pay model – See Attachment 3 (2024 NIH Title 42 Pay Model Ranges).
2. Per the pay cap imposed by the Department of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1993 (P.L. No. 102-394 § 202, the base pay for the FTE Fellows cannot exceed the authorized rate for Executive Level (EX) IV.)
3. **Pay Transparency:** By October 2025, the Agency will provide the factors that the ICs use in determining FTE base pay. The parties will meet once to discuss base pay parity issues for FTE Fellows with comparable experience levels across ICs

and consider solutions for transparency and consistency.

## **B. Title 42 Pay Model Ranges**

A copy of the annual pay tables will be maintained on the Office of Human Resources (OHR) website. See Attachment 3 (2024 NIH Title 42 Pay Model Ranges).

## **Section 4. Adjustments to Stipends Awarded to non-FTE Fellows**

A. **General Section.** Subject to the availability of funding described in Section 1 of this Article, the Agency will provide adjustments to stipends awarded to anticipate additional reasonable costs for health benefits and a one-time relocation cost.

### **B. Health Benefits for non-FTE Fellows**

1. The Agency does not provide healthcare coverage for non-FTE fellows. The Agency will provide non-FTE Fellows with an additional stipend amount to cover reasonable health care costs, upon request and certification to their designated Administrative Officer (AO) that they need additional stipend amounts to cover reasonable health care costs. Upon such certification and request, the Agency will upwardly adjust their stipends and disperse up to \$9,516 annually for the costs of individual coverage and up to \$20,652 annually for the costs of family coverage. In subsequent years, and for the duration of this Agreement, the Agency will increase this amount annually up to 4%.
2. Health benefit stipend adjustments will be pro-rated if such request is made during the existing health benefit year.
3. The Union and Agency agree that the parties may discuss matters pertaining to the processing of additional stipend amounts for healthcare costs during the joint union-management meetings, in accordance with Article 8 (Joint Union-Agency Meetings).

### **C. Relocation Benefits**

For a non-FTE Fellow who relocates to NIH Headquarters, or other NIH Research Program location, solely for the purpose of participating in the NIH Intramural Research Fellowship Program, the Agency shall once upwardly adjust their stipend by \$1500 to cover reasonable relocation costs when they arrive at NIH.

## **Section 5. Transhare**

Fellows may participate in the NIH Transhare Program, which is NIH's official federal transit benefit program. Transhare provides resources to help Fellows subsidize their costs for using mass transportation as they commute to and from NIH locations. Fellows may work with the NIH Parking Office to apply, recertify, change/modify, or terminate from the Transhare program at any time.

IN WITNESS HEREOF, the parties have completed negotiations and caused this collective bargaining agreement to be signed and executed on December 19, 2024.

FOR NIH FELLOWS UNITED:

FOR NATIONAL INSTITUTES OF HEALTH:



Chief Negotiator, UAW

John J. Oshea -S

Digitally signed by John J. Oshea -  
S  
Date: 2024.12.19 12:13:32 -05'00'

Chief Negotiator, Agency

**Negotiated Grievance Form for Fellows**  
**(Labor Organization Name)** \_\_\_\_\_

OMB Number: 0925-0783  
 Expiration Date: 30 November 2027  
 Burden Time: 15 minutes

|   |   |  |  |
|---|---|--|--|
| <b>Grievance Type</b>   | <input type="checkbox"/> Individual         | <input type="checkbox"/> Institutional   |  |
| <b>Grievant Type</b>  | <input type="checkbox"/> Fellow             | <input type="checkbox"/> Union           | <input type="checkbox"/> Agency                  |
| <b>Name of Grievant</b>   | (First)                                     | (Middle)                                 | (Last)   |
| <b>Grievant Contact Information</b>   | (Email)                                     | (Phone)                                  |  |
| <b>Award/Appointment Type</b>   | <input type="checkbox"/> IRTA/CRTA          | <input type="checkbox"/> Visiting Fellow | <input type="checkbox"/> FTE Fellow              |
| <b>Training Level</b>   | <input type="checkbox"/> Post-Baccalaureate | <input type="checkbox"/> Pre-Doctoral    | <input type="checkbox"/> Post-Doctoral           |
| <b>Institute/Center (IC)</b>  |   |  |  |
| <b>Supervisor</b>   | (First)                                     | (Last)                                   |  |
| <b>Supervisor Contact Information</b>   | (Email)                                     | (Phone)                                  |  |
| <b>Grievant Designated a Labor Organization Representative?</b>   | <input type="checkbox"/> Yes                | <input type="checkbox"/> No              | <input type="checkbox"/> Personal Representative |
| <b>Labor Org Rep Name (when applicable)</b>   | (First)                                     | (Last)                                   |  |
| <b>Labor Org Rep Title (when applicable)</b>  |   | <input type="checkbox"/> Officer         | <input type="checkbox"/> Steward                 |
| <b>Labor Org Rep Contact Information (when applicable)</b>  | (Email)                                     | (Phone)                                  |  |
| <b>Personal Representative Contact (when applicable)</b>  | (Name)                                      | (Email)                                  | (Phone)  |
| <b>Is the personal rep an employee of DHHS?</b>   | <input type="checkbox"/> Yes                | <input type="checkbox"/> No              |  |
| <b>Alleged Violation</b>  | <input type="checkbox"/> CBA                | <input type="checkbox"/> Statute         | <input type="checkbox"/> Other                   |
| <b>CBA Article Violation Information</b>  |   | <b>Other Violation Information</b>       |  |
| <b>Date of Alleged Violation</b>  |   | <b>Date Grievant became aware</b>        |  |
| <b>Description of alleged violation</b> (Please provide as much detail as possible, including who, what, when, where, why, and how an incident occurred.) |   |  |  |
|   |   |  |  |
| <b>Remedy Requested</b>   |   |  |  |
|   |   |  |  |
| <b>Grievant Signature</b>   |   | <b>Date</b>                              |  |
| <b>Labor Org Rep Signature (when applicable)</b>  |   | <b>Date</b>                              |  |

Please attach any additional evidence or documentation relevant to this grievance.

The information requested in this form is authorized to be collected pursuant to Privacy Act of 1974 (5 U.S.C. § 552a). Providing the requested information is voluntary, however, declining to provide any or all of the requested information may preclude the processing of your grievance. The principal purpose for which the information will be used is to carry out personnel management responsibilities, including the proper disposition of government information and property. The information you provide will be included in the Privacy Act system of records, and will be used and may be disclosed for the purposes and routine uses described and published in the following System of Records Notice (SORN): OPM/GOVT-1, OPM/GOVT-5, 09-90-0020, 09-25-0014, 09-25-0108, 09-25-0140, 09-25-0158, 09-25-0165.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: NIH, Project Clearance Branch, 6705 Rockledge Drive, MSC 7974, Bethesda, MD 20892-7974, ATTN: PRA (0925-####). Do not return the completed form to this address.

# ATTACHMENT 2 - 2026 IRTA/CRTA AND VISITING FELLOW STIPEND TABLES

## **POSTDOCTORAL IRTA/CRTA AND VISITING FELLOW STIPEND LEVELS - All Localities**

(Effective w/ FY26 budget, but no sooner than May 1st, 2026)

| Prior Experience | Initial Stipend | Second Yr | Third Yr  | Fourth Yr | Fifth Yr  |
|------------------|-----------------|-----------|-----------|-----------|-----------|
| 0-1 year         | \$68,544        | \$72,314  | \$76,291  | \$80,487  | \$84,914  |
| 1-2 years        | \$72,314        | \$76,291  | \$80,487  | \$84,914  | \$89,584  |
| 2-3 years        | \$76,291        | \$80,487  | \$84,914  | \$89,584  | \$94,511  |
| 3-4 years        | \$80,487        | \$84,914  | \$89,584  | \$94,511  | \$99,710  |
| 4-5 years        | \$84,914        | \$89,584  | \$94,511  | \$99,710  | \$105,194 |
| 5-6 years*       | \$89,584        | \$94,511  | \$99,710  | \$105,194 | \$110,979 |
| 6-7 years*       | \$94,511        | \$99,710  | \$105,194 | \$110,979 | \$117,083 |

## **PREDOCTORAL (Graduate Student) IRTA/CRTA AND VF STIPEND LEVELS - All Localities**

(Effective w/ FY26 budget, but no sooner than May 1st, 2026)

| Education or Prior Experience | Initial Stipend | Second Year | Third Year | Fourth Year | Fifth Year |
|-------------------------------|-----------------|-------------|------------|-------------|------------|
| All                           | \$50,400        | \$55,400    | \$57,300   | \$59,300    | \$59,300   |

This chart eliminates any experience factoring into initial stipend and boosts Year 1 for all.

## **POSTBACCALUREATE IRTA/CRTA STIPEND LEVELS - All Localities**

(Effective w/ FY26 budget, but no sooner than May 1st, 2026)

| DEGREE     | YEARS OF EXPERIENCE | INITIAL STIPEND | SECOND YEAR |
|------------|---------------------|-----------------|-------------|
| Bachelor's | 0-1 year            | \$44,806        | \$50,400    |
|            | 1-2 years           | \$46,598        | \$50,400    |
|            | 2+ years            | \$48,462        | \$50,400    |
| Master's   | Not Applicable      | \$48,462        | \$50,400    |

## 2024 NIH TITLE 42 PAY MODEL RANGES

### INTRAMURAL CATEGORIES

| INTRAMURAL (BASIC)  |  | INTRAMURAL (CLINICAL) |   |
|---------------------|--|-----------------------|---|
| <b>Band I</b>       | <b>Research Fellow (g)</b>   | <b>Band I</b>         | <b>Clinical Fellow (g)</b>  |
| Tier 1              | \$65,400   \$117,558   | Tier 1                | See 2024 Clinical Fellow Salary Ranges on the right   |
| Tier 2              | \$117,559   \$135,700  | Tier 2                | See 2024 Clinical Fellow Salary Ranges on the right   |
| Tier 3              | \$135,701   \$154,016  | Tier 3                | See 2024 Clinical Fellow Salary Ranges on the right   |
| <b>Band II</b>      | <b>Senior Research Fellow (g)<br/>Staff Scientist 1 (g) <sup>1</sup></b> | <b>Band II</b>        | <b>Senior Clinical Fellow (g)<br/>Ass't Clinical Investigator 1 (g)<br/>Staff Clinician 1 (g)</b> |
| Tier 1              | \$80,354   \$163,783   | Tier 1                | \$117,362   \$191,900   |
| Tier 2              | \$163,784   \$191,900  | Tier 2                | \$117,362   \$191,900   |
| <b>Band III</b>     | <b>Staff Scientist 2 (f)</b>   | <b>Band III</b>       | <b>Staff Clinician 2 (f)<br/>Ass't Clinical Investigator 2 (f)</b>                                |
| Tier 1              | \$191,901   \$216,000  | Tier 1                | \$191,901   \$257,000   |
| <b>Band IV</b>      | <b>Investigator 1 (g) <sup>1,2</sup></b>                                 | <b>Band IV</b>        | <b>Investigator 1 (g) <sup>1,2</sup></b>  |
| Tier 1              | \$117,962   \$191,900  | Tier 1                | \$117,962   \$191,900   |
| <b>Band V</b>       | <b>Investigator 2 (f)</b>  | <b>Band V</b>         | <b>Investigator 2 (f)</b>   |
| Tier 1              | \$191,901   \$227,600  | Tier 1                | \$191,901   \$227,600   |
| Tier 2              | \$227,601   \$245,000  | Tier 2                | \$227,601   \$263,000   |
| <b>Band VI</b>      | <b>Senior Scientist (f)</b>  | <b>Band VI</b>        | <b>Senior Clinician (f)</b>   |
| Tier 1              | \$191,901   \$227,600  | Tier 1                | \$191,901   \$227,600   |
| Tier 2              | \$227,601   \$245,000  | Tier 2                | \$227,601   \$263,000   |
| <b>Band VII</b>     | <b>Senior Investigator (f)</b>   | <b>Band VII</b>       | <b>Senior Investigator (f)</b>  |
| Tier 1              | \$127,572   \$227,600  | Tier 1                | \$127,572   \$227,600   |
| Tier 2              | \$227,601   \$292,000  | Tier 2                | \$227,601   \$292,000   |
| Tier 3 <sup>3</sup> | \$234,600   \$350,000  | Tier 3 <sup>3</sup>   | \$234,600   \$350,000   |

| PGY Year | From      | To        | Maximum with On-Call Pay (\$65,625)* |
|----------|-----------|-----------|--------------------------------------|
| 1        | \$75,445  |           |                                      |
| 2        | \$77,541  |           |                                      |
| 3        | \$79,639  |           | \$145,264                            |
| 4        | \$85,338  | \$96,237  | \$161,862                            |
| 5        | \$90,115  | \$108,184 | \$173,809                            |
| 6        | \$99,551  | \$113,881 | \$179,506                            |
| 7        | \$108,984 | \$119,574 | \$185,199                            |
| 8        | \$115,264 | \$125,378 | \$191,003                            |
| 9        | \$117,362 | \$132,030 | \$191,900**                          |
| 10       | \$119,457 | \$134,194 | \$191,900**                          |

See Intramural (Clinical), Clinical Fellows, Band I, in the Pay Model for instructions on usage.

\*Maximum On-Call Pay based on \$75-\$120/hour for non-ICU and \$125/hour for ICU; NTE \$65,625 total

\*\*Total base pay plus on-call cannot exceed EX-IV

<sup>1</sup> Minimum salary for Staff Scientists and Investigators is the locality equivalent for GS-13/1

<sup>2</sup> Minimum shown is GS-13/1 for Washington/Baltimore; rates will differ in other localities

<sup>3</sup> Reserved for NIH Distinguished Investigators and Center Directors only

<sup>4</sup> For clinicians in certain medical specialties or in a unique combination of specialties

**Note: Base pay for (g) & time-limited (f) appointees cannot exceed EX-IV, currently \$191,900**

| EXTRAMURAL/OD CATEGORY |                                 |                                   |                                  |                                  |                             |                            |   |                                       |            |
|------------------------|---------------------------------|-----------------------------------|----------------------------------|----------------------------------|-----------------------------|----------------------------|---|---------------------------------------|------------|
| Position Pay           | Other Pay Components            |                                   |                                  |                                  |                             | Other Pay Components Range | Base Pay Range (Pos Pay + Other Pay Components) | Total Compensation Range              |            |
|                        | Scientific Management Expertise | Breadth & Depth of Sci. Knowledge | Internal Partnerships & Networks | External Partnerships & Networks | Special Requirements/ Quals |                            |   |                                       |            |
| Band A SPL-2           | \$50K                           | \$0 - \$40K                       | \$0 - 50K                        | \$0 - \$40K                      | \$0 - \$40K                 | \$0 - \$40K                | \$0 - \$210K                                    | \$50 - \$260K*<br><b>(NTE \$248K)</b> | NTE \$300K |
| Band B SSO             | \$50K                           | \$0 - \$40K                       | \$0 - 70K                        | \$0 - \$40K                      | \$0 - \$40K                 | \$0 - \$55K                | \$0 - \$245K                                    | \$50 - \$295K*<br><b>(NTE \$285K)</b> | NTE \$350K |

\* Ranges exceed the maximum payable level in order to provide flexibility in appropriately crediting the experience and expertise which the incumbent brings to the position. Compensation is limited to NTE amounts as shown in red.