

American Federation of Government Employees  
Field Services & Education Department

BARGAINING GUIDANCE

2019 n-CoV Bargaining

**VERSION 4.0** – Updated 3/27/2020

The situation involving 2019 n-CoV (aka Coronavirus) is a rapidly evolving one. AFGE has resources available regarding the virus, in general, on its website at:

[www.afge.org/Coronavirus](http://www.afge.org/Coronavirus)

The following informational sheet is intended to assist with bargaining with the Agency regarding the effects of the virus on the workforce. There is precedent that we work with here, as we have bargained with Agencies over the potential effects of the outbreaks of Zika and SARS.

Circumstances vary greatly in locals, and in bargaining units that prevent consideration of unique situations. The following sample proposals cover many areas which may be of interest to locals. But other areas of interest specific to a local or bargaining unit may also be appropriate.

In crafting these proposals, FSED has focused on keeping proposals based on the limited scope of bargaining afforded in the exercise of a management right, “procedures” and appropriate arrangements.” It is important to note that since these have different standards in determining negotiability and appropriateness, we have tried to keep each proposal separate.

Bargaining Tips:

- If no changes have been proposed or implemented, first furnish the “[Planning With Your Agency to Prevent Spreading of Coronavirus](#)” letter to begin working through these changes and have a voice in the Agency plan
  - Follow [the guidance on how to use the letter](#), including submitting a demand to bargain if either 1) the agency refuses to plan with the Union, or 2) the Agency proposes or begins to implement changes
- If changes are implemented, even as emergency provisions, submit a demand to bargain
- Ensure that union proposals are either crafted as “procedures and appropriate arrangements.” Each proposal must be specifically linked to an adversely affected employee in order to minimize declarations of non-negotiability by the agency.
- Avoid proposals containing multiple issues to limit the need for severance of proposals in a negotiability dispute.

**IF THE AGENCY CLAIMS IT CANNOT BARGAIN BECAUSE OF EMERGENCY**

**CONDITIONS**

\_\_\_\_\_The Agency may claim it cannot or will not bargain because the COVID-19 outbreak constitutes an emergency; this should not completely absolve them of the obligation to negotiate.

If the Agency argues The COVID-19 outbreak constitutes an emergency under 5 USC

7106(a)(2)(D),<sup>1</sup> which allows agencies to avoid pre-implementation bargaining “to take whatever actions may be necessary to carry out the agency mission during emergencies.”

- 1) This change does not excuse all changes, it only allows changes necessary to carry out the mission during the emergency. Case law under normal circumstances has shown a very high threshold for establishing an action is required by an emergency (*See VA Regional Office, St. Petersburg, FL and AFGE Local 1594*, 58 FLRA 549 (2003); *SSA, Chicago Region, Cleveland Ohio Dist. Office, University Circle Branch*, 56 FLRA 1084, 1088-89 (2001)), and may not excuse all changes even in the face of a bonafide emergency (*See VA Regional Office, St. 58 FLRA 549 (dissent)*).
- 2) If the Agency establishes some changes are necessary because of emergency conditions, that does not free them from the obligation to bargain
  - a. Procedures and Appropriate arrangements regarding the impact and implementation of the change, after the change is enacted (*Customs Serv., Washington, D.C. and NTEU*, 29 FLRA 307 (1987)); and
  - b. Other proposals relating to the COVID-19 Outbreak, separate and apart from those implemented by the agency as an emergency action.

Again: under 5 USC § 7106(a)(2)(D) (22 USC § 4105(a)(7)), the Agency may take whatever actions are necessary to carry out the agency mission during emergencies. That does not mean, however, that the Union cannot bargain over proposals relating to an emergency.

The below proposals should be fully negotiable. The FLRA has established that “only proposals which either directly interfere with agency action or prevent the agency from taking the emergency action are inconsistent with section 7106(a)(2)(D).” *NTEU Chap. 22 and Dept. of Treasury, IRS*, 29 FLRA 348, 349 (1987).

---

<sup>1</sup> See 5 U.S.C. § 7135(b); Executive Order 11491, Sec. 12(b)(6), 34 FR 17605, (1969).

These proposals are carefully calibrated to be fully consistent with 5 USC §7106(a)(2)(D) and should be fully negotiable.

**GENERAL**

**UNION PROPOSAL # \_\_\_\_\_**

The following constitutes agreement by the parties of all matters expressly negotiated regarding the Agency's actions surrounding 2019 n-CoV. Nothing in this agreement permanently changes any provision in the current collective bargaining agreement unless specifically identified in this agreement.

Nothing in this agreement shall be construed as a waiver of any right of employees or the Union.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will provide notice to all bargaining unit employees (BUEs) of any new policies and requirements relating to 2019 n-CoV, including this MOA. All such documents will be distributed in hard copy to the employees and posted on the Agency intranet at the time of issuance. Employees and managers will receive email with a link when such documents are posted to the Agency intranet.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will provide notice to all BUEs that they are encouraged to use leave or request expanded telework if they have or suspect they have contracted or been exposed to 2019 n-CoV.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will not retaliate against any employee who have or suspect they have contracted or been exposed to 2019 n-CoV.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will place posters that encourage [staying home when sick](#), [cough and sneeze etiquette](#), and [hand hygiene](#) at the entrance to your workplace and in other workplace areas where they are likely to be seen.

**UNION PROPOSAL # \_\_\_\_\_**

Nothing in this agreement waives any right by any bargaining unit employee to pursue a grievance, appeal, or claim against the agency.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will provide the employees a point person within 5 business days, who will act as a clearinghouse for all 2019 n-CoV questions regarding Agency operations.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will provide timely 2019 n-CoV testing for all BUE employees. There will be no charge to the employees for leave or costs for the exam when conducted at Agency controlled (or Agency contracted) facilities.

**UNION PROPOSAL # \_\_\_\_\_**

1. The Agency will provide adequate supplies of hand sanitizer, antiseptic wipes, no-touch waste disposal receptacles and will avoid holding meetings in close quarters (i.e. using electronic methods of tele-meetings, conducting a briefing via e-mail, etc.).
2. The Agency will provide disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.

The Agency will double its routine to clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs, cleaning such areas no fewer than twice per day.

### **TRAVEL**

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will cancel all non-necessary agency related travel for BUEs.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will instruct employees to check themselves for symptoms of [acute respiratory illness](#) 1) before starting travel 2) and upon returning from travel and notify their supervisor and self-quarantine if they are sick.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will ensure employees who become sick while traveling or on temporary assignment understand that they should notify their supervisor and should promptly call a healthcare provider for advice if needed.

**UNION PROPOSAL # \_\_\_\_\_**

Employees on agency travel who are subject to quarantine will be paid for all days in quarantine and will not be responsible for any additional charges incurred resulting from their quarantine (such as accommodations, food, laundry, quarantine mandated medical care).

**TELEWORK**

**UNION PROPOSAL # \_\_\_\_\_**

COVID-19 Telework:

- A. Temporary telework arrangements are appropriate for those employees who cannot report to work due to a pandemic occurrence, provided the position held is conducive to telework. During a pandemic (2019-n-CoV or otherwise), in accordance with guidance from OPM or other recognized authority, the usual requirements for telework may be waived in order to benefit both the Agency and the Employee.
- B. This expansion includes, but is not limited to:
  - a. Employees who are quarantined;
  - b. Employees who have been exposed to COVID-19;
  - c. Employees who have contracted COVID-19 but are willing and able to do work and advance the Agency mission rather than utilize leave; and

- d. Employees who live with family members who have been exposed to or contracted COVID-19; and
  - e. Employees who can be made telework eligible if the office is closed for weather and safety leave.
- C. This expansion of telework is limited to the pendency of the threat of COVID-19, after which previous policies, regulations and CBA language will return to effect.

**BARGAINING NOTE: DO NOT INCLUDE THIS WITH PROPOSALS-** Offering to expand telework in the face of office closures for weather and safety is a significant give. AFGE is committed to serving the public and maintaining the mission, as well as keeping employees safe. There are suggestions in the OPM 3/7/20 Guidance and Questions and Answers Document which would make the expanded telework unworkable and harm employees and the mission. FSED encourages Union bargaining teams to make sure expanded telework during weather and safety leave is workable and non-punitive; that means agreeing to it only if employees aren't being harmed and, for example, forced to use their own leave while caring for family members. It is fair to expect that the Agency partner with us and see expanded telework which benefits the Agency be fair and harmless, and allow employees to work from home under whatever circumstances COVID19 has forced without suffering, That means no forced leave sickness, for childcare for closed schools, or leave for caring for families which have contracted COVID-19 while employees are teleworking. It means no personnel actions for exhausted leave or performance on a novel telework system.

**In short: The Union is willing to do more to make sure the work gets done during a crisis, and the Agency must be willing to do the same.**



**UNION PROPOSAL # \_\_\_\_\_**

- A. Expanded COVID-19 telework is a new and necessary. The parties jointly commit to make sure the mission of the Agency is achieved, and as such employees agree to make themselves more available in the event of an office closure, and the Agency agrees to allow employees to work in a fluid and complex work environment which may include exigent family care, illness, adaptive workloads without fear of penalty or harm.
- B. Employees working on COVID-19 telework will not be forced to use leave if they are sick but still able to work, for childcare for closed schools, or leave for caring for families which have contracted COVID-19 while employees are teleworking. Employees working on COVID-19 telework will not be subject to personnel actions for exhausted leave or performance on a novel telework system.

**UNION PROPOSAL # \_\_\_\_\_**

When the Agency has a reasonable objective belief that an employee has been exposed to a virus considered a danger to the workplace (i.e. 2019 n-Cove, etc.) the Agency may require that the employee work from home as a sort of quarantine away from others for the benefit of other Agency employees. If that employee has had physical contact with co-workers, the Agency may require all such workers to telework. In the event that a large group of employees are required to work from home by the Agency; the usual requirements of telework may be waived in order to benefit both the Agency and the Employee.

**UNION PROPOSAL # \_\_\_\_\_**

In the event an employee is required to telework due to the Agency's reasonable objective belief that the employee has been exposed to 2019 n-CoV, but the employee does not have access to the full range of his/her duties while on telework, the employee will not be penalized in any way (i.e. lower performance rating) for that inability, and production requirements may be waived for the period of time the employee is required to be on telework.

**UNION PROPOSAL # \_\_\_\_\_**

Employees with diagnosed acute respiratory illness shall be allowed to telework until the 2019 n-CoV outbreak is declared over by the U.S. Center for Disease Control.

**UNION PROPOSAL # \_\_\_\_\_**

Employees will not be responsible for additional costs due to mandated COVID-19 telework during a pandemic health crisis. The parties agree that employees are committed to do the work of the mission, and that they will not be subject to financial harm by the Agency for doing so during a pandemic health crisis.

**LEAVE**

**UNION PROPOSAL # \_\_\_\_\_**

**Employees who are eligible to Weather and Safety related leave shall be granted it.**

**BARGAINING NOTE: DO NOT INCLUDE THIS WITH PROPOSALS- Start with this as your first proposal issued.**

**UNION PROPOSAL # \_\_\_\_\_**

If an Employee is suspected to have been exposed to and/or contracted a communicable disease and is sent home from the worksite without valid verification of the illness, there will be no charge to the Employee's leave.

**UNION PROPOSAL # \_\_\_\_\_**

In acknowledgment of public health policy and the fluid nature of medical care during the COVID-19 pandemic, where a) it may be a public harm to see a medical professional for non-life threatening conditions, b) in triage situations, the parties agree that documentation may not be available, and normal medical documentation requirements are waived. No additional medical documentation will be required.

**UNION PROPOSAL # \_\_\_\_\_**

All employees who are ordered under quarantine from any source, local, state or Federal, will not be charged leave.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency may allow employees who may be immunocompromised or have other factors which may increase the lethality of COVID-19 (the disease which results from 2019 n-CoV exposure) liberal use of sick leave without consequence or reference to any leave abuse provision within the CBA. This does not waive the Employee's ability to obtain other potential accommodations through the reasonable accommodations process but provides an expedited

process so that the employee can immediately take advantage of the Employee's leave in an emergent situation.

**UNION PROPOSAL # \_\_\_\_\_**

No employee will be subject to any adverse personnel action for exceeding allotted leave due to verifiable exposure of 2019 n-CoV.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will grant leave to employees who are well but who have a sick immediate family member with COVID-19. Such employees should immediately notify their supervisor and refer to CDC guidance for how to conduct a risk assessment of their potential exposure.

**UNION PROPOSAL # \_\_\_\_\_**

If an employee becomes symptomatic while on COVID-19 telework, but is capable of continuing to advance Agency mission through telework, they will not be forced to use leave and may continue to work remotely, even if their capacity is diminished.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will not take any adverse personnel action against an employee who declines an assignment in a country that is currently subject to a Department of State travel advisory because of an emergency alert for coronavirus.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**UNION PROPOSAL # \_\_\_\_\_**

For employees who must interact with Persons Under Investigation (PUIs) and Asymptomatic Close Contacts of Confirmed Cases of COVID-19, the Agency commits to maintaining the safest environment possible.

**UNION PROPOSAL # \_\_\_\_\_**

For any bargaining unit employee who must interact with a PUI or confirmed case, the Agency will be provided a sufficient stock of personal protective equipment (PPE), including:

- a gown,
- gloves,
- eye protection (e.g., goggles, a disposable face shield that covers the front and sides of the face), and respiratory protection that is at least as protective as a NIOSH-approved N95 filtering facepiece respirator.

**UNION PROPOSAL # \_\_\_\_\_**

The Agency will provide a safe area, away from PUI or confirmed case interaction, for employees to remove and discard exposed PPE.

**UNION PROPOSAL # \_\_\_\_\_**

All employees responsible for waste removal will be provided for any bargaining unit employee who must interact with a PUI or confirmed case, the Agency will be provided a sufficient stock of protective equipment (PPE), including:

- a gown,
- gloves,
- eye protection (e.g., goggles, a disposable face shield that covers the front and sides of the face), and respiratory protection that is at least as protective as a NIOSH-approved N95 filtering facepiece respirator.

**UNION PROPOSAL # \_\_\_\_**

For all employees interacting with PUI or confirmed case, if possible, the Agency will allow make every effort to allow remote interaction rather than close contact; including but not limited to the increased use of telephone, text monitoring system, or video conference.

**FAMILY CARE**

**UNION PROPOSAL # \_\_\_\_**

A. During the pendency of COVID-19 based telework usage, teleworking employees will not be penalized or charged leave for care or supervision of family members resulting from COVID-19 exposure, contraction, quarantine or school closure. This is necessary for the effective and efficient accomplishment of the operations of the Government for the following factors:

- 1) the mission must be served despite the uncontrollable circumstances, such as child and eldercare in the face of COVID-19; and

- 2) To keep the public and workplace safe from extraordinary risk of exposure; and
- 3) To allow workable leave banks so employees can afford to stay in the Federal employ and allow the mission must continue after COVID-19.

B. Normal policies, rules and regulations and contract language regarding prohibitions of child and eldercare during telework return to full effect when COVID-19 telework expires.

### **WORKLOAD**

**UNION PROPOSAL # \_\_\_\_**

An employee performing COVID-19 telework who reasonably believes they do not have sufficient telework will notify their supervisor. The assignment of work and workload management remains a management right and will be responsible for workflow and work assignments during the use of COVID-19 telework.

**UNION PROPOSAL # \_\_\_\_**

If the Agency is unable to provide an appropriate workload, it may not force employees to use leave (e.g. annual leave, sick leave, earned compensatory time off, earned credit hours, or leave without pay).

**UNION PROPOSAL # \_\_\_\_**

Any and all employee furloughs will be subject to bargaining.

### **HAZARD PAY**

**UNION PROPOSAL # \_\_\_\_**

- A. Employees exposed to COVID-19 in performance of their assigned duties will be awarded hazard pay.
- B. Properly issued and donned PPE is not a sufficient to reduce the element of risk from COVID-19 exposure to less than significant.
- C. Employees who are exposed to COVID-19 pursuant to assigned duties under the following, non-exhaustive list, will be entitled to hazardous duty pay differentials /environmental differentials:
  - 1) If the employee is exposed to COVID-19 by being assigned to interact with the public in an area wherein local, state, municipal, Federal or WHO officials have declared a state of emergency/pandemic; and
  - 2) If the employee is exposed to COVID0-19 by being assigned to interact with a population known to have been exposed to COVID-19, including but not limited to a population including somebody who has contracted COVID-19 or under quarantine for COVID-19; and
  - 3) If the employee is exposed to COVID0-19 by being assigned to work outside of COVID-19 telework after a WHO pandemic has been declared; and

**UNION PROPOSAL # \_\_\_\_**

All first responders, law enforcement officers, transportation security officers, and all other positions with substantial work-related contact with the general public shall be entitled to full coverage of medical treatment at no cost to the employee, and for wage loss or disability relating



to or associated with complications from the COVID-19 virus, and shall have rapid access to screening at no cost.

# EMERGENCY CONDITIONS BARGAINING

## CANCELLED LEAVE

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency cancels previously approved annual leave, use of credit ours, or compensatory time, the Agency will directly inform any employee whose leave is cancelled immediately.

1. The Agency will inform impacted employees in person, during the first workshift after the decision to cancel the leave is made, the Agency will also furnish the cancellation in writing;
2. If the impacted employees do not have a workshift scheduled before the canceled leave would take effect (i.e. if the leave has begun or is beginning before they had been scheduled to return to work) the inform the impacted employees by email, phone, text, email and mail. Because travel may have begun, and because return travel may be restricted, if the Agency is unable to confirm receipt of the cancellation order, the Agency cannot assume cancellation was received.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency cancels previously approved annual leave, use of credit ours, or compensatory time, employees who have travelled away from the facility and cannot safely return will not be subject to discipline or adverse action if they are unable to return to work.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency cancels previously approved annual leave, use of credit ours, or compensatory time, employees whose leave is cancelled but who are high risk, as defined by the CDC and cannot safely return will not be subject to discipline or adverse action if they are unable to return to work.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency cancels previously approved annual leave, use of credit ours, or compensatory time, employees whose leave is cancelled but are caring for a family member who has contracted or been exposed to COVID-19 and cannot safely return will not be subject to discipline or adverse action if they are unable to return to work.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency cancels previously approved annual leave, use of credit ours, or compensatory time, employees whose leave is cancelled, the Agency will reimburse the employee for any costs associated with the disapproval if permitted by law or Government-wide regulation.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency cancels previously approved annual leave, use of credit ours, or compensatory time, employees whose leave is cancelled, the Agency will make every reasonable effort to work with the employee to reschedule the leave when COVID-19 pandemic has passed.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency cancels previously approved annual leave, use of credit ours, or compensatory time, the leave will immediately be returned to the impacted employees leave balance.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency cancels previously approved annual leave, use of credit ours, or compensatory time, employees are still eligible to take leave for serious personal needs situations. If the leave is requested to begin immediately, employees must contact their supervisor or designee to request the leave. The employee will be informed whether leave is approved or disapproved at the time it is requested. During operational hours of the facility/service, there will always be someone available who is authorized to receive and act on the request. The agency, being mindful of the needs and hardships on employees working during the COVID-19 pandemic, will grant such requests when practicable.

### **Additional Duties**

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the Agency will provide the additional duties and requirements in writing to the employee and the Union. This notice will include any and all changes to scheduling and time requirements.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), an employee is entitled to discuss his or her position description with his or her supervisor. Upon request of the employee, a Union representative may be present during this discussion. If the employee wishes to further pursue the question, they may forward a written request to the Servicing Human Resources Office. The Servicing Human Resources Office will either answer, or acknowledge receipt of, the request in writing within seven (7) calendar days, providing an estimate of the additional time needed to reply.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the Agency agrees to limit such duties to those temporarily required by the urgent and critical needs of the Agency during the COVID-19 pandemic.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty),

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty),

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the Agency will not use details to avoid filling positions at a higher grade level, nor will they be made the basis of personal favoritism. Should the requirements of the Agency necessitate an employee's being detailed to a lower position, this will in no way adversely affect the employee's salary, classification, or job standing.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the Agency will provide all employees with uniform and sufficient training, to the extent practicable under emergency conditions.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the employee will not be subject to adverse personnel actions or adverse performance ratings for work performed in an emergency outside of their position description.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the employee shall have all the rights of the bargaining unit, including the right of dues withholding.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the Agency will provide all necessary PPE for the additional duties.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the Agency will provide all necessary PPE for the additional duties.

Proposal #\_\_\_

If, during the course of the COVID-19 pandemic, the Agency assigns duties outside not specified in an employee's position description (including but not limited to screening duty), the Agency will provide all flexibilities reasonably available to allow employees to make travel and family care accommodations, to the extent practicable under emergency conditions.

Proposal #\_\_\_

The Agency will take caution not to assign employees who are high risk, as defined by the CDC, additional duties increasing their exposure to COVID-19.

### **SAFETY OF WORK ORDER**

The risk of exposure to COVID-19 varies depending upon several factors, including the type of personal protective equipment (PPE), its proper maintenance, and fitting, the source, modes of transmission, pressures and types of contact, and duration and type of tasks to be performed. Each of these variables impacts the risk of transmission.

Proposal #\_\_\_

Employees asked to be exposed to COVID-19 will have, at a minimum, NIOSH recommended gowns, gloves and respirators based upon the level of exposure to reduce the risk of transmission.

Proposal #\_\_\_

Pursuant to 29 C.F.R. § 1960.46(a), "it is the right of an employee to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established in accordance with this part."

Proposal #\_\_\_

All discipline and discharge procedures established in the Master Labor Agreement apply to members of the bargaining unit.