

MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
NATIONAL TREASURY EMPLOYEES UNION

This memorandum of understanding (MOU) between the Department of Health and Human Services, (HHS, or Agency), and the National Treasury Employees Union (NTEU or Union) (the “parties”) is in response to HHS’ plan to implement a Scientific Integrity Policy (hereafter referred to as the Policy). The parties recognize that this MOU will govern the procedures for implementing the new guide. The parties agree that the implementation of the updated guidance will be in accordance with this MOU and the procedures as outlined in the 2023 National Agreement (“NA”) between the Department of Health and Human Services and the National Treasury Employees Union. This policy aims to ensure the integrity of all aspects of HHS scientific activities, including proposing, conducting, reviewing, managing, and communicating about science and scientific activities, and using the results of science to inform policy and program decision-making; and to ensure scientific activities are free from inappropriate influence.

The Parties agree to the following provisions:

Section 1 – Informing Employees of the Scientific Integrity Policy

Prior to implementation of this policy, the Agency will apprise all bargaining unit employees of the policy. A copy of this MOU, and a designated point of contact for any further questions or concerns will be provided to employees. Employees will receive a reasonable amount of duty time to review the email and attachments.

Section 2 – Implementation of the Scientific Integrity Policy

If HHS intends to implement subsequent changes to its policy, the Parties will promptly meet to discuss and, if necessary, to negotiate impact and implementation (aka procedures and appropriate arrangements), consistent with the Department’s statutory obligations and the NA.

If local offices implement changes to conditions of employment related to the policy, not covered by this agreement or if the local union sees changes to conditions of employment related to the policy not covered by this agreement, and such variations are limited to one location, either party may notify the other and engage in local bargaining consistent with this MOU the parties’ 2023 National Agreement.

Section 3 – Scientific Integrity Council.

The policy establishes a Scientific Integrity Council (hereafter referred to as the Council) to oversee the implementation of the Policy and to address scientific integrity concerns. The duties and responsibilities of the Council members are outlined in the policy. The Council will use

bargaining unit subject matter experts who will assist Council review panel with reviewing alleged violations of this policy. To that end:

1. The Agency will create a review cohort of subject matter experts who will provide their expertise to Council review panels reviewing allegations brought to the Council.
2. The Agency will discuss with NTEU the desired makeup of the review cohort to determine in which subject matters experts are required.
3. NTEU will send out a solicitation for employees to sit on the review cohort based on the discussions with the Agency of the make-up of the review cohort.
4. Participation in the review cohort is strictly voluntary.
5. Participation in the review cohort will be completed on duty time.
6. Cohort members will only be providing their subject matter expertise regarding specific scientific questions or issues related to the allegation, and only when requested by the Council review panel.
7. Cohort members will not participate in creating, deliberating, or communicating recommendations based on the findings of the Council.
8. Volunteers should be in good standing and be free from any conflicts of interests.
9. Based on the needs of the Council, management reserves the right to solicit subject matter expertise from the review cohort or from outside of the review cohort.
 - a. In the case that the Council believes it requires subject matter expertise from outside the review cohort, the Council will provide an explanation in writing as to why the members of the review cohort do not have the required subject matter expertise.

Section 4 – Actions Taken by The Scientific Integrity Council.

Due to the purpose of this Policy, the Department does not anticipate bargaining unit employees will be the subject of potential disciplinary action from an investigation conducted by the Council.

In the event that a bargaining unit employee is either the complainant or respondent of a Council investigation:

1. The bargaining unit employee will have the right to be represented by the Union in front of scientific review panels in accordance with Article 5 Section 2 of the NA. Bargaining unit employees will be permitted to meet with their representative on duty time to prepare for meetings in front of scientific review panels.
2. Decisions made by the scientific review panels will be issued in writing, and sent to the impacted bargaining unit employee, and their NTEU representative.
3. If a decision results in a disciplinary action, adverse action, or performance action, such action will be conducted in accordance with the appropriate article in the NA.

Consistent with the Privacy Act, information on ongoing or closed investigations will be shared on a need-to-know basis.

Section 5 – Adverse Impact

The Employer does not anticipate any adverse impact on terms and conditions of employment of impacted bargaining unit employees as a result of this policy, aside from that which is addressed

herein. However, if either Party identifies adverse impact on terms and conditions of employment of impacted bargaining unit employees at some point in the future, which is not covered in this MOU, that party will inform the other and the parties will discuss the resolution of such issues as soon as possible.

Section 6 – Duration and Approval

This MOU will be approved or disapproved by the Agency within thirty (30) calendar days after execution by the parties. If approved within that time period, its effective date will be the date on which it is signed by the Agency so long as that date is within the same thirty (30) calendar day period. If the MOU is not approved or disapproved by the Agency within the thirty (30) calendar days after being executed, it will become effective, as a matter of law, on the thirty-first (31st) calendar day after its execution.

This Memorandum of Understanding (MOU) will remain in effect for one year from the date of signature on the MOU. At that time, the parties will meet and decide whether to reopen the MOU, or roll it over until it can be memorialized in the NA.

For HHS:

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