

BASIC AGREEMENT  
BETWEEN THE  
**UNITED STATES**  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
OREGON STATE OFFICE  
Maintenance Organization  
AND  
NATIONAL FEDERATION OF  
FEDERAL EMPLOYEES  
LOCAL NUMBER 1379

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# **ARTICLE I PREAMBLE**

Section 1. This contract constitutes a full and complete agreement between the United States Department of the Interior, Bureau of Land Management (BLM), Oregon State Office (OSO), Maintenance Organization, hereinafter referred to as the Maintenance Organization (MO), and the National Federation of Federal Employees (NFFE), Local 1379, hereinafter referred to as the Local Union, for the MO bargaining unit employees, hereinafter referred to as the Employees.

# **ARTICLE II RECOGNITION AND UNIT DESIGNATION**

Section 1. RECOGNITION: The MO recognizes that the Local Union is the exclusive representative of all Employees in the bargaining unit described in Section 2 below.

Section 2. BARGAINING UNIT: The unit to which this agreement is applicable is composed of all non-professional employees of the BLM Oregon State Office, Maintenance Organization, including term, temporary, and seasonal employees but excluding professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

# **ARTICLE III MANAGEMENT RIGHTS**

Section 1. GOVERNMENT REGULATIONS: In the administration of all matters covered by this agreement, the parties are governed by existing or future laws, regulations of appropriate authorities, policies set forth by the Office of Personnel Management; and by published DOI and BLM policies and regulations in existence at the time the agreement is approved.

Section 2. MANAGEMENT RIGHTS: The MO retains the right, (a) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and (b) in accordance with applicable laws,

1. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
3. 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
4. to take whatever actions may be necessary to carry out the agency mission during emergencies;

(c) negotiations may take place, at the election of the agency on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

Section 3. FUTURE AGREEMENTS. The requirements of this article shall apply to all future agreements under this Agreement between the MO and the Local Union. The provisions of this agreement shall not nullify or abridge the 5 U.S.C. Chapter 71 rights of Employees or the Local Union.

## **ARTICLE IV EMPLOYEE RIGHTS AND RESPONSIBILITIES**

Section 1.

(a) Each Employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such rights. Such rights include acting for the Local Union in the capacity of a representative, and the right in that capacity to present views of the Local Union to the head of the Agency and other officials of the Executive Branch, Members of Congress, or other appropriate authorities and to engage in collective bargaining with respect to conditions of employment through representatives in accordance with 5 U.S.C. Chapter 71.

(b) Nothing in this agreement shall require an Employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 2. An Employee has the right to bring matters of a personal concern directly to the attention of his/her immediate supervisor or other appropriate officials of the MO. When an Employee brings a matter of personal concern to his/her immediate supervisor, the supervisor will give due consideration to the matter with an attitude of helpfulness and concern.

Section 3. Each Employee has the right to have both the MO and the Local Union apply all provisions of this agreement fairly and equitably to all Employees without regard to race, color, creed, religion, sex, age, marital status, national origin, handicapping condition, lawful political affiliation, and labor organization membership as prescribed in existing regulations.

Section 4. Each Employee is responsible for the work assigned to him as defined in his official Position Description, Employee Performance Appraisal Plan (EPAP) and lawful directions of his supervisor. This does not restrict management's right to assign work.

Section 5. All provisions of this agreement shall apply to all Employees of the Bargaining Unit.

# **ARTICLE V**

## **RIGHTS AND RESPONSIBILITIES OF THE LOCAL UNION**

### Section 1. RECOGNITION:

- (a) The MO recognizes the Local Union as the exclusive representative for discussions and negotiations with the MO on conditions of employment of bargaining unit personnel.
- (b) The MO recognizes the following duly elected officers of the Local Union: President, Vice President, Secretary/Treasurer. The Local Union shall provide to the MO a list of names and titles annually, and when there are any changes in officers.
- (c) The MO recognizes stewards selected by the Local Union. These stewards are recognized as official spokespersons with authority to act on behalf of the Local Union in formal discussions, grievances, and “Weingarten right” matters (5 U.S.C. 7114(a)(2)(B)). As in (b) above, the Local Union shall provide to the MO, an updated list of names of stewards, the organizational units they represent, and the location or phone where they can be reached.
- (d) The MO will recognize representatives of the NFFE. NFFE national representatives may represent employees of the Local Union and participate in meetings between the MO and the Local Union. Under no circumstances shall these visits interfere with MO operations and work. All Bargaining Unit members involved in these visits during work hours shall be on annual leave unless explicitly allowed for in Section 5.

### Section 2. REPRESENTATION:

- (a) The MO will afford the Local Union the opportunity to be represented at formal discussions between one (1) or more representatives of the MO and one (1) or more Employees in the unit or their representatives when the topic of the discussion is a formal grievance or any personnel policy or practices or other general condition of employment. The Local Union’s representative will be allowed to ask questions, and present the views of the Local Union but shall not dominate or otherwise interfere with management’s conduct of the meeting
- (b) Notwithstanding (a) above, the MO will not accept responsibility for notifying the Local Union of grievance meetings or other meetings, under Article 6 that the MO does not initiate.
- (c) If, during an examination of an Employee in the unit by a representative of the MO in the course of an investigation, the Employee reasonably believes that the examination could result in disciplinary action against that Employee, and the Employee requests representation by the Local Union during the meeting in accordance with 5 U.S.C. 7114(a)(2)(B), the MO will terminate or suspend the meeting and inform the steward of the Local Union at that unit location that representation is requested. The Local Union will be allowed up to 24 hours to provide a representative. The Local Union’s representative will be allowed to ask questions and state the views of the Local Union, but will not dictate answers or otherwise interfere with the conduct of the investigation.

### Section 3. STEWARDS:

- (a) It is agreed by the MO and the Local Union that their common interests will be best served by developing a climate of mutual respect and good working relationships within the ranks of their representatives.

(b) The steward will function as the representative of the Employees in his/her area of responsibility for labor management matters. Only stewards may perform the duties of stewards. Union officers are not authorized nor permitted to perform steward duties except under non grievance 5 U.S.C. 7114 (a)(2)(A) meetings, unless they serve in a dual capacity, i.e. as both officer and steward.

Section 4. RESPONSIBILITIES: Internal union business, such as soliciting membership, collecting dues, campaigning and electing officers, posting and distributing literature, and union meetings, will be conducted during non-duty hours of the Employees involved. For this purpose, lunch periods are considered non-duty hours.

Section 5. USE OF TIME FOR LABOR MANAGEMENT RELATIONS:

(a) To the extent to which the Local Union's representatives from the bargaining unit do not exceed the number of the MO representatives, Local Union representatives will be allowed official time to meet with MO representatives for negotiations of a collective bargaining agreement and to attend impasse proceedings in accordance with federal regulations. The official time shall be limited to the time the Employee otherwise would be in a duty status. No overtime will be paid for such activities.

(b) The MO will honor any determinations made by the Federal Labor Relations Authority (FLRA) that Local Union representatives from the bargaining unit appearing before the FLRA should be authorized official time during the time the Employee otherwise would be in a duty status.

(c) A reasonable amount of official time may be granted for:

1. Stewards, elected officials of the Local Union and other representatives appointed by the Local Union to represent the Local Union on committees established by the MO and to which the Local Union is invited to send a representative(s).
2. For a steward and/or Employee to present a grievance under the negotiated grievance procedure. For a steward to investigate a grievance by reviewing relevant documents or interviewing witnesses under the exclusive control of management, and to prepare presentations for grievance meetings. For a steward to serve as a silent observer at a grievance meeting when an employee(s) chooses to represent him/herself, if the steward chooses to be present.
3. For grievant, a steward functioning as a representative, and Employee(s) serving as witness in an arbitration.
4. For an appellant, steward functioning as a representative, and Employee(s) serving as a witness in a statutory appeal.
5. For a steward or elected official assigned in the district to represent the Local Union at non-grievance meetings under 5 U.S.C. 7114(a)(2)(A).
6. For a steward to act as representative of the Local Union in examinations pursuant to 5 U.S.C. 7114 (a)(2)(B).

(d) Up to 240 hours of official time, designated to, and tracked by, the position of the President Local 1379, may be granted each fiscal year to accomplish the following:

1. For Employees who are stewards or elected officials of the Local Union to be excused from duty, workload permitting, to attend training sponsored by the Union and which is of mutual benefit to the MO and the Local Union. The MO will not pay travel, per diem, course fees or any other costs incidental to this training. The Local Union will submit an agenda of the proposed training normally at least three (3) weeks in advance to the MO.

2. For elected officials of the Local Union to prepare financial reports and other reports required by law or regulatory agencies.

Unused portions of this time may be accumulated up to a ceiling of 320 hours. At the end of each fiscal year, a review of the total time used will be made. 50% of the time not used may be carried over into the next fiscal year, up to the ceiling limit.

(e) Reasonable time will be that minimum time, consistent with MO needs, available to efficiently accomplish the task.

(f) The Local Union and the MO mutually agree that the efficient use of official time for labor management relations activities is in the best interest of both parties. Local Union stewards and officers and other Employees engaged in authorized labor management relations activities will confine their activities to only the business for which their temporary absence from duties was authorized. They will return to normal duties immediately upon completion of labor management relations activities.

(g) For the mutual benefit of the MO and the Local Union, all stewards and officers and other Employees requiring time away from their normal duties for authorized labor management relations activities will request such time in advance from their immediate supervisor; or in their absence, their second level supervisors or his/her designee. Upon request by stewards and officers and other Employees and approval by the immediate supervisor or designee, the immediate supervisor or designee will request approval from the immediate supervisor or designee of the steward or officer or Employee to be contacted. Such approvals will be granted subject to the requirements of work/job accomplishments, as determined by the supervisors or designees. Denial of either such requests will be based solely on workload considerations and will include an alternate scheduled time within three (3) work days. In order to maintain a record of the use of official time used in labor management relations, stewards and officers and Employees requesting and receiving approval for time away from normal duties for labor management relations activities will complete the Authorized Absence From Duty Form (see Appendix A). This form will be kept by the Employee during their absence. Upon return to duty, the original of the completed form shall be kept by the supervisor and the copy retained by the user. The appropriate LMR pay code will be input by the Employee/Timekeeper each pay period official time is used.

# ARTICLE VI

## GRIEVANCE PROCEDURE

Section 1. COMMON GOALS: Both the MO and the Local Union strongly endorse the concept that individual grievances should be resolved fairly and at the earliest possible step in the grievance procedure. In order to achieve this end, the following procedure is established as the sole procedure available for the processing of matters covered by this grievance procedure for Employees, the MO and the Local Union.

Section 2. LOCAL UNION'S REPRESENTATIONAL RIGHTS.

(a) Consonant with the Local Union's responsibility to represent all Employees, it will be the responsibility of the Local Union to counsel Employees in a fair and objective manner as to the validity of potential grievances, whether the grievance is warranted and whether the relief sought is believed by the Local Union to be legal, feasible and appropriate. The Local Union will make every effort to discourage grievances of a frivolous or capricious nature, and has no obligation to represent an Employee whose grievance is without merit.

(b) In order to accomplish the objectives of the grievance procedure, the Local Union shall be afforded the opportunity to be present at any meeting under this grievance procedure. Only the Local Union or a representative approved by the Local Union may represent an Employee(s) in this procedure. However, any Employee(s) may personally present a grievance and have it adjusted.

Section 3: SCOPE:

(a) A grievance will be accepted from:

1. Any Employee or the Local Union concerning any matter related to the employment of the Employee(s).
2. Any Employee, group of Employees, the Local Union or the MO concerning:
  - a. the effect or interpretation, or a claimed breach of this agreement; or
  - b. a claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

(b) A grievance will be in writing, state the matter of dissatisfaction, cite any applicable contract provision, law, rule or regulation alleged to have been violated, and shall contain a request for the personal relief of the grievant(s). Personal relief means a remedy subject to the control of the MO Project Manager and appropriate to the matter being grieved, benefiting the grievant(s), and may not include a request for disciplinary or any other action affecting another employee or manager. The exclusions to this grievance procedure are as follows:

1. Any claimed violation of the prohibited political activities contained in Subchapter III, Chapter 73 of 5 U.S.C.;
2. Retirement, Life Insurance or Health Benefits Insurance determinations (5 U.S.C. 7121);
3. Suspensions or removals for national security reasons under 5 U.S.C. 7532;
4. The process of examination, certification or appointment (5 U.S.C. 3301);

5. The classification of any position which does not result in the reduction in grade or pay of an Employee (5 U.S.C. 5112 and 5346);
6. The termination of a temporary appointment or promotion at the end of the temporary appointment or promotion, or for lack of funds, or for lack of work.
7. A preliminary warning or notice of an action, which, if effected, would be covered by the grievance procedure, an appeal procedure or would be excluded from such coverage;
8. Non-adoption of a suggestion or disapproval of a quality increase, performance award or other kind of honorary or discretionary award;
9. A decision which is appealable to the Merit Systems Protection Board, except for such matters as those covered by Section 4 of this article;
10. Non-selection for promotion from a group of properly ranked and certified candidates;
11. The termination of a probationer. (5 CFR 315);
12. The content and application of performance appraisals, and
13. Performance appraisal reconsideration/review requests.

Section 4. STATUTORY APPEALS: An aggrieved Employee affected by a prohibited personnel action (5 U.S.C. 2302 (b)(1)), unacceptable performance (5 U.S.C. 4303), or adverse action (5 U.S.C. 7512) may raise the issue under this negotiated grievance procedure or the statutory procedures outlined below, but not both.

(a) Matters relating to prohibited personnel practices may be processed, at the Employee's discretion, through the EEO statutory appeal procedure or under this negotiated grievance procedure. The Employee will enter the grievance procedure at the first step grievance stage or the Employee may enter the EEO complaint procedure at the informal counseling procedure stage. This does not preclude an Employee from discussing with an EEO Counselor or steward the available options before entering either process.

(b) Matters relating to unacceptable performance or adverse action may be processed, at the Employee's discretion, through appeal to the MSPB within the Board's 30-day time limit, or under this negotiated grievance procedure, within 14 days of the notice of such action from the State Director. The grievant shall enter the grievance procedure at the request for "arbitration" stage.

Section 5. PROCEDURES: The following procedures are established for the prompt and orderly resolution of grievances: The Employee(s), Local Union or MO will promptly initiate any grievances, no later than 14 days from the occurrence of the matter out of which the grievance arose, or the time the party became aware or should reasonably have become aware of being aggrieved. For continuing practices, the party may grieve anytime during the life of the practice. During all meetings scheduled under this article, all participants will deport themselves respectfully towards all other participants, listening attentively to opposing views. All "days" referred to in this article are calendar days, excluding federal holidays. All time limits may be extended by mutual agreement of the Local Union and the MO. The initiator of a grievance may terminate it by written notification to the other party unless the Local Union and the MO mutually agree to proceed. Failure of the initiating party to comply with any time limit shall constitute grounds for denying or terminating the grievance. Failure by the respondent to respond within any time limit will allow the grievant to proceed to the next level. No new issues will be raised by either the Local Union or Employees after the second step has been initiated. If similar grievances are presented at

approximately the same time, they may be treated as a group grievance. No precedent will be established by any settlement made or offered in this grievance procedure. The official record of the grievance will be the written record; oral representations will be used to explain and supplement the record, but will not expand or add to the grievance.

(a) **First Step Grievance:** An Employee(s) alleging a grievance as specified in Section 3 above, shall initiate the grievance by timely presenting the matter and the relief sought. The presentation will be oral and written; and to the First Level Supervisor, except, if the matter has previously involved the First Level Supervisor, the grievant may go to the Maintenance Manager (MM). The supervisor will give full consideration to all available facts, consult with any other personnel who may be able to assist in resolving the matter and shall respond orally and in writing within 14 days with a decision to the Employee(s) and any Local Union Representative, if designated. The decision will include its rationale and any alternate solutions offered. This decision will indicate the grievant's options to proceed to the second step of the grievance procedure, if dissatisfied with the first step decision.

(b) **Second Step Grievance:** If the Employee is dissatisfied with the solution proposed at the first step, the grievant may, within 14 days of receipt of the first step decision, present the grievance orally and in writing to the Maintenance Manager, providing that the Maintenance Manager has not previously been involved. The second step grievance shall include all known and relevant information and specify the provisions of the agreement or law, rule or regulation alleged to have been violated, the result of the first step settlement attempts and the relief sought. The supervisor or designee may interview any other personnel who have relevant information. If the matter is not resolved at the initial meeting, the supervisor will issue a written response to the grievance within 14 days of the formal presentation of the grievance. The written response will include rationale and any alternate solutions offered. The decision will indicate the grievant's option to proceed to the third step of the grievance procedure, if dissatisfied with the second step decision.

(c) **Third Step Grievance:** If the Employee is dissatisfied with the solutions proposed at the second step, the grievant may, within 14 days of the receipt of the second step decision, present the grievance to the Project Manager (PM) of the MO. The third step grievance will include all documentation required in the second step as well as the results of the first and second step settlement attempts, if applicable. The PM, MO, will review the case based upon the record and may request an oral presentation. A decision will be rendered within 14 days of the presentation of the grievance. A grievance by the Local Union will be initially filed at this step of the grievance process. Management will have 14 days to respond to a Local grievance first filed at this level.

(d) **Management and Union Grievances:** If the MO is dissatisfied with some matter within the scope of the grievance procedure, it may initiate a complaint by stating the matter at issue and any relief requested in writing to the President of the Local Union. A meeting will be scheduled at the earliest mutually agreeable time between an equal number of representatives of the Local Union and MO. The President of the Local Union will render a decision on the grievance within 14 days of the meeting. If the MO is not satisfied with the decision, within 14 days the MO may request a review of the decision in writing, giving the basis for its requesting that review. The President of the Local Union shall respond to that request within 14 days of receipt of the request. No new issues may be raised by the MO after beginning the grievance.

If the Local Union is dissatisfied with some matter within the scope of the grievance procedure, and impacting a majority of, or full bargaining unit, the Local Union may file a grievance with the PM, MO, Oregon State Office within 14 days. The PM, MO, will meet with the President of the Local Union, and will render a decision within 14 days of the meeting. If the Local Union is not satisfied with the decision, within 14 days the Local Union may request a review of the decision in writing, giving the basis for it requesting that review. The PM, MO, will respond to that request within 14 days of receipt of the request. No new issues may be raised by the Local Union after beginning the grievance.

Section 6. ALTERNATIVE DISPUTE RESOLUTION: An Alternative Dispute Resolution (ADR) process, such as mediation, may be used at any point during a conflict or grievance and is encouraged early in the process. Use of an ADR process is voluntary and must be mutually agreed to by the parties. A mediator/ facilitator can be selected from any available source agreed upon by all parties. If through the ADR process a resolution to the conflict or grievance is reached, a written agreement will be signed by all parties. Any such resolution may be reviewed by MO and the Local Union to ensure consistency with this Agreement. If the ADR process is utilized after a formal grievance is filed, grievance deadlines shall be extended, at the appropriate step in the grievance process, until the ADR process is terminated.

Section 7. RIGHT TO ARBITRATION: If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Local Union either as grievant or as representative of the Employee(s), or the MO as grievant may refer the issue to arbitration within 14 days of the final decision of the respondent. The request to refer an issue to arbitration must be in writing, signed by the President of the Local Union or designee; or the Project Manager or designee.

Section 8. SELECTING THE ARBITRATOR: Within 14 calendar days from the date of receipt of a valid arbitration request, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within 14 calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the MO and the Local Union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. A flip of a coin called by the Local Union will determine who shall strike the first name.

Section 9. FEES AND EXPENSES: Each party shall bear the expense of preparing and presenting its own case. The arbitrator's fees and expenses shall be borne equally by the parties, except that for the first arbitration during the life of this contract, the fees shall be borne 25% by the Local Union and 75% by the MO.

Section 10. ARBITRATION PROCESS:

(a) The process to be utilized by the arbitrator may be one of the following:

1. A "stipulation of facts to the arbitrator" can be used when both parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
2. An "arbitrator inquiry" can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements.)
3. An "arbitration hearing" should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

(b) The parties may mutually agree on "stipulation of facts to the arbitrator" or they may request an inquiry" or "hearing."

(c) An arbitration "inquiry" or "hearing" will be held at a place selected by the MO within the district headquarter's location where the grievance arose during the regular work hours of the basic work week.

Section 11. TIME LIMIT: The arbitrator will be requested to render his or her decision to the MO and the Local Union within 30 calendar days after submission of the stipulation of facts to the arbitrator or receipt of the transcript, as applicable, unless the parties otherwise agree.

Section 12. ARBITRATOR'S AUTHORITY:

(a) The arbitrator's decision(s) shall be in writing and shall be final and binding. The arbitrator's authority shall be limited to determining whether or not there are valid grounds for the grievance and whether or not the personal relief requested is appropriate for the facts of the grievance. If the arbitrator determines that there are valid grounds, but that the personal relief initially requested is inappropriate, the arbitrator may substitute for it any compromise relief offered anytime during the processing of the grievance. The arbitrator shall have no authority to add to or to modify any terms of the Agreement or any law, rule or regulation of the Bureau of Land Management, Department of the Interior, Office of Personnel Management, General Services Administration, General Accounting Office, Department of Labor, Equal Employment Opportunity Commission, Federal Labor Relations Authority, Merit Systems Protection Board (MSPB) or any other agency of the Executive Branch of the Federal Government having rule making authority affecting the MO .

(b) In considering grievances, the arbitrator will hold the respondent to the grievance to the following burden of proof, consistent with 5 U.S.C. 7701(c)(1):

1. For matters of unacceptable performance (5 U.S.C. 4303 and 5 CFR 432), or other matters not appealable to the MSPB, a burden of substantial evidence will be used. Substantial evidence is that degree of relevant evidence which a reasonable mind, considering the record as a whole, might accept as adequate to support a conclusion that the matter asserted is true.

2. For matters concerning adverse actions or other matters appealable to the MSPB, a burden of the preponderance of the evidence will be used. The standard for preponderance of the evidence is that degree of relevant evidence which a reasonable mind, considering the record as a whole, might accept as sufficient to support a conclusion that the matter asserted is more likely to be true than not true.

(c) The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of grievability and/or arbitrability shall be submitted by either party to the arbitrator in writing, to be decided in separate hearing unless otherwise mutually agreed upon.

(d) The arbitrator may award reasonable attorney fees in accordance with standards established under section 5 U.S.C. 7701(g).

## **ARTICLE VII**

### **MID-TERM BARGAINING**

Section 1. During the life of this agreement, no rule or regulation, other than those implementing government-wide policy, shall be enforced if it conflicts with any portion of this agreement, and was not in effect on the date this agreement takes effect.

Section 2.

(a) In accordance with Section 1 above, the parties agree that the MO retains the right to make reasonable work rules and policies, if they are not in direct conflict with this agreement.

(b) A proposal for a new or modified policy, practices, procedure or general working condition will be provided to the Local Union along with a proposed date of implementation and the name of a contact person with whom the Local Union may discuss the proposal.

1. If the change is proposed by the DOI, BLM Washington Office or OSO, it will be provided to the President of the Local Union.

2. If a change is proposed by a district that impacts the local MO unit, it will be provided to the Local Maintenance Manager and the President or designee of the Local Union.

(c) The Local Union will review the proposal for impact and implementation effects and may request negotiations on same. The Local Union will provide negotiation proposals to the Local Maintenance Manager or Project Manager as appropriate.

1. For negotiations on changes proposed on a specific unit, the Local Union will select representatives from that unit. These representatives will be on official time in accordance with Article V Section 5 (a).

Section 3. Pending the resolution of possible negotiability disputes, mid-term bargaining will be scheduled at a mutually acceptable date and time at a place designated and provided by the MO.

Section 4. When the MO and the Local Union cannot agree on a matter that is negotiable and an impasse has been reached, the item will be set aside. After all negotiable items on which agreement can be reached have been disposed of, the MO and the Local Union will again attempt to resolve any impasses. The MO and the Local Union may seek the services of the Federal Mediation and Conciliation Service (FMCS).

Section 5. Ratification of agreements between the Local Union and the MO is required. The Local Union President's signature verifies ratification. The President's signature as a negotiation team member does not verify ratification. In the event an agreement is not ratified, all tentative agreements made during the negotiations are null and void.

Section 6. The effective date of any Supplemental Agreement(s) negotiated through mid-term bargaining will be the date of approval by the DOI, Washington Office of the Bureau of Land Management, or thirty (30) days following signature by the MO and the Local Union, whichever comes first. Any mid-term bargaining pursuant to 5 U.S.C. 7106(b)(2) or (3) resulting in a Supplemental Agreement will not change, alter or modify this Basic Agreement.

## **ARTICLE VIII CONTRACTING OUT OF WORK**

Section 1. The MO and the Local Union agree that the MO has the right under 5 U.S.C. 7106 to determine how work may be done to accomplish the mission of the agency. The MO will follow the appropriate laws, rules, and regulations when making decisions on contracting out.

Section 2. The MO will inform the Local Union when the MO proposes contracting activities which will cause the separation of a current Employee or adversely affect the grade and pay of a current Employee.

Section 3. If contracting out adversely impacts on bargaining unit Employees, the Local Union and MO may negotiate on appropriate arrangements for these Employees.

## **ARTICLE IX USE OF OFFICIAL FACILITIES BY AND SERVICES TO THE LOCAL**

Section 1. **INTERNAL MAIL SERVICE:** The Local Union may transmit material through the internal messenger system to managers of the MO. Penalty mail will not be used for representational matters.

Section 2. **BULLETIN BOARDS:** The Local Union will be allowed up to four (4) square feet of space. All posted materials displayed will be in good taste and contain no personal attacks. The Local Union will maintain the space in a timely fashion, assuring that out-of-date notices and literature are removed.

Section 3. **EQUIPMENT:** The Local Union may, as available in the shops, and with the supervisor's permission, use available typewriters/computers after hours. The Local Union may use photo-copy machines which are available for common official use by Employees; the Local Union will provide the paper for their copy needs. The Local Union President or designee will be allowed use of the government telephone lines, as available, to contact the Federal Labor Relations Authority, the Federal Mediation and Conciliation Service, the Federal Services Impasse Panel, the Office of Personnel Management, and the Oregon State Office, BLM.

Section 4. **COPIES OF THIS AGREEMENT:** The MO will provide one copy of this agreement, with readable signatures, to the Local Union. One copy of the agreement will be maintained in each unit in a conspicuous location by the MO.

Section 5. **POLICIES AND REGULATIONS:** The basic rules and regulations covering Employees which are on hand in the district offices will be made available to representatives of the Local Union. The Local Union will make every effort to avoid disrupting normal work processes when using this material.

# ARTICLE X

## SAFETY AND HEALTH

Section 1. GENERAL: The MO will comply with all Federal, DOI, BLM and MO safety regulations. In compliance with the above regulations, the MO will conform to other Federal, State or local regulations incorporated into the above regulations.

Section 2. SAFETY ADVISORY COUNCIL AND COMMITTEES: The MO will establish a safety advisory council and committees to further the maintenance of a safe and healthy working environment and to minimize accidents in accordance with the following:

(a) Safety Advisory Council and Committees meetings and make up will be in accordance with the BLM OR/WA MO Safety Advisory Council Charter developed by the MO Management in consultation with the Union.

The MO Safety Advisory Council is composed of the Eastside and Westside Safety Committee members and the MO PM. The President of the Local Union may nominate who will participate on behalf of the union on each committee, and the Council.

(b) The State Office Safety Manager, or designee, shall be an ad hoc member of the Council, and Committees as appropriate and necessary.

(c) The Committees may study safety practices and procedures, evaluate complaints and reports received from Employees concerning health or safety hazards, and make recommendations to the Project Manager, through appropriate channels, for changes or improvements in the areas of health and safety. If the recommendations of the Safety Committee(s) are implemented by the PM/MMs without significant changes, such implementation is not subject to mid-contract bargaining.

Section 3. ANNUAL INSPECTION: When the MO conducts the annual safety inspection, the President of the Local Union will be authorized to nominate two (2) Employees from each unit. One (1) will be selected by the MO to accompany the officials making the inspection of each unit. That Employee will be on official time. If the President does not respond within 15 calendar days of a request for nominations, the MO will select an Employee from the unit.

Section 4. SAFETY POLICY: Common sense dictates that Employees faced with real, imminent danger to life or safety can and should take appropriate action to protect themselves. When Employees believe that their working conditions are unsafe or unhealthy beyond the normal hazards inherent to usual BLM operations, such as fire fighting and snow plowing, they will refer the matter to their supervisor, awaiting a decision about continuance of work. The supervisor will make an evaluation of the work situation and will make a determination as to whether it is safe for the Employee to perform the assigned task. If the supervisor or the Employees have reservations about the safety of the work to be performed, they will refer the matter to the second level supervisor, for a determination of the matter. The decision of the second level supervisor may be grieved, entering the grievance procedure at Step 3 within 14 days of the decision. In questions of safety and health, Employees will usually obey first and grieve later. Under unusual conditions of imminent danger where a reasonable person would perceive the working conditions as constituting an imminent danger to that Employee's own health or safety, Employees may avoid the situation, while taking immediate action to bring it to the supervisor's attention, **and if possible and appropriate, to the attention to the District Safety Officer.** However, there are certain limitations on the conditions under which a refusal to do hazardous work will be protected.

(a) The Employee must have reason to believe that performing the assigned task would subject him or her to a real danger of death or serious injury;

(b) Conditions must be such that a reasonable person, in the Employee's situation, would come to the same conclusion;

(c) There is insufficient time, due to the urgency of the situation, to notify Occupational Safety and Health Administration and eliminate the danger through regular enforcement channels;

(d) The Employee must have sought from the employer and been unable to obtain a correction of the condition.

Absence of such conditions may result in discipline.

Section 5. UNIT SAFETY PROGRAM:

(a) The following safety literature will be available in each unit shop for use by the Employees:

1. OSHA 29 CFR 1910; General Industry.
2. OSHA 29 CFR 1926; Construction.
3. OSHA 29 CFR 1960; Basic Program for Federal Employees.
4. BLM Manual 1112; Safety Manual.
5. Oregon OSHA Code; Explosives and Blasting Agents.
6. A current copy of the Motor Vehicle Laws of Oregon.
7. Appropriate OSO, MO, and district Safety Program Manuals, IM's/IB's.
8. OSHA "Right to Know" poster.
9. DOI Manual 485.
10. DOI Strategic Plan for Safety.
11. BLM Manual H-1112-2, Safety & Health for Field Operations.
12. Public Law 91-596, OSH Act 1970.
13. EO 12196 – Presidential Executive Order of 2-26-80, Occupational Safety & Health Programs for Federal Employees.

(b) Employees may remove this material for short periods of home study, with the approval of the first level supervisor.

Section 6. HEALTH: Annual hearing examinations will be provided for all Employees.

# ARTICLE XI

## HOURS OF WORK

### Section 1. TOUR OF DUTY:

(a) Unless an Employee is hired under a less than full-time schedule, the standard work week will normally consist of 40 hours spread over consecutive days, to total 80 hours in a standard pay period. Due to the varied nature of work assignments and agency needs, there are a variety of work schedules utilized, e.g. maxiflex, compressed (4/10 and 5-4/9), and regular 5day/8 hour per day schedules. Employees work schedules are based on their duties in road maintenance, facilities maintenance and recreation.

Road maintenance employees generally work Monday through Thursday, on a compressed 4/10 schedule.

(b) A 30-minute uninterrupted lunch break will be taken between 10:30 a.m. and 1:30 p.m. at a time authorized by the supervisor.

(c) Employees shall be allowed the privilege of a work break subject to their compliance with the following:

1. Breaks shall be limited to 15 minutes. The length of time allowed for the break includes the entire time the Employee is not at work, i.e., the Employee cannot leave his or her work prior to the 15-minute period and must resume working at the end of the 15-minute period.

2. The break period shall occur approximately in the middle of each half-day, normally between 9:00 a.m. to 10:30 a.m. and 2:00 p.m. to 3:30 p.m. with the approval of the supervisor. When more than two (2) hours of overtime is anticipated to be worked, a break period may be taken after the end of the normal daily tour at a time approved by the supervisor.

3. Employees working in the field will take the break period at the work site. Field Employees will only use commercial establishments for breaks if:

- i. the establishment is not off the direct route to or from the job site,
- ii. the break period occurs at the designated times,
- iii. no more than the allotted 15 minutes is taken.

(d) If the MO proposes to change the work schedule for the Bargaining Unit it will notify the President of the Local Union. If any portion of the MO proposes to change the work schedule for its section, it will notify the designated steward of that MO Unit. The Local Union may request negotiations as appropriate.

### Section 2. OVERTIME:

(a) Assignment and distribution: The first consideration for overtime will ordinarily be given to those Employees who are normally assigned to do the work.

(b) Consideration will be given by supervisors, on a case by case basis, to equitably rotating overtime assignments. In the event an Employee does not desire to work overtime, the MO shall make an effort to accommodate the Employee's excuse from overtime work, provided that another qualified Employee is readily available for, and willing to, work the overtime.

(c) Employees authorized overtime shall be compensated in accordance with applicable laws and regulations.

Section 3: ENVIRONMENTAL DIFFERENTIAL PAY

As appropriate, environmental differential pay will be paid in accordance with applicable laws and regulations, i.e. 5 CFR 532 for federal wage system employees, and 5 CFR 550 for general schedule employees.

## **ARTICLE XII MERIT PROMOTION**

Section 1. GENERAL: All positions the MO chooses to fill by Merit Promotion procedures will be announced in accordance with the Departmental and Bureau regulations. Selection will be in accordance with 5 U.S.C. 23.

Section 2. TEMPORARY PROMOTIONS: Employees assigned to higher graded positions in the Bargaining unit may be noncompetitively temporarily promoted in accordance with BLM policy. Competitive procedures will be used for assignments of more than 120 days.

## **ARTICLE XIII PERFORMANCE STANDARDS**

Section 1. The MO and the Local Union recognize the right and obligation of the MO to evaluate the performance of all Employees in accordance with 5 CFR 430, 370 DM 430 and BLM Manual 1400-430, and this article. The Union President or steward for the local MO unit may request ongoing orientation for Employees.

Section 2. DEFINITIONS:

(a) PERFORMANCE STANDARDS: The level of performance required of an Employee which may be expressed in terms of quantity, quality, and similar evaluative descriptions related to continuing and recurring job functions or in terms of expected results and deadlines related to the purpose of the Employee's position. The application of the performance standards will be made in a fair and equitable manner.

Section 3. CRITICAL ELEMENTS AND STANDARDS DEVELOPMENT: The identification of critical elements and the establishment of performance standards and levels of performance will be done by the MO. Employees may participate in the process of establishment of the performance standards and levels of performance.

(a) The MO will communicate to each Employee the critical elements and performance standards at the beginning and at mid-year of the performance cycle/year.

(b) The critical elements and standards will be documented on the EPAP form, signed by the supervisor and offered to the Employee for signature, with a copy for the Employee. Further amendments may be made during the rating year, and these amendments will be noted with the supervisor's initials and offered to the Employee for initialing.

(c) In the event that a supervisor and the Employee cannot agree upon performance standards and critical elements, the matter will be referred to the reviewing official (second level supervisor) who will resolve the issue.

#### Section 4. PERFORMANCE REVIEW AND STANDARD APPLICATION.

(a) The evaluation given to Employees by their supervisor will be prepared in accordance with the following:

1. The supervisor will discuss the Employee's job performance with the Employee in private surroundings at least once during the performance cycle, generally at the middle of the cycle.
2. If the supervisor has identified shortcomings in the Employee's performance, the Employee will be notified when the problem is perceived as well as at the next progress review or mid-point discussion. The supervisor will suggest ways for the Employee to improve the quantity, quality and/or timeliness of work, and/or the Employee's courtesy to the public, in order to more satisfactorily perform the duties at expected levels.
3. The annual performance evaluation will be documented on the EPAP form, and a copy provided to the Employee.

(b) If the Employee is dissatisfied with the performance evaluation, the employee can request reconsideration of the rating by a higher level or other appropriate management official in accordance with the DOI and BLM performance appraisal policy and guidance/manuals.

## **ARTICLE XIV THIRD PARTY ISSUES**

Prior to filing an unfair labor practice charge with the General Counsel's office of the Federal Relations Authority, the Local Union or MO will make every reasonable effort to resolve the matter and will allow 30 days for an informal settlement attempt. If within the 30 days the charged party responds in writing, but settlement is not made, the charging party may exercise its right to file with the General Counsel. This provision does not alter the time period for filing to "third parties."

## **ARTICLE XV**

### **PAYROLL DEDUCTION OF DUES**

Section 1: The BLM MO Servicing Human Resources (HR) Specialist/Assistant, shall process requests for payroll deduction for union dues from the pay of MO Employees in the bargaining unit, subject to the following provisions, except that such allotments will be terminated when the Employee ceases to be a member of the bargaining unit.

- (a) The Local Union agrees to provide original or copies of SF-1187's, Request for Payroll Deductions, For Labor Organization Dues, and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.
- (b) The President or other authorized officer of the Local Union will certify on each SF-1187 that the Employee is a member in good standing in the Local Union, insert the amount to be withheld, and submit completed SF-1187 (except that portion to be completed by the BLM) to the Servicing HR Specialist/Assistant.
- (c) The President or other authorized officer of the Local Union shall notify the BLM Servicing HR Office when the Local Union's dues structure changes. The change will normally be effected at the beginning of the first full pay period after receipt of such notice. Such a change may be effected no more than once in a 12-month period.
- (d) Allotments will normally be effective at the beginning of the first full pay period after receipt of the SF-1187 by the Servicing HR Specialist/Assistant.
- (e) The Local Union will promptly notify the Employee's Servicing HR Specialist/Assistant in writing when a member is removed from the Local Union.
- (f) The President or authorized officer will promptly notify the BLM Servicing HR in writing of any change in the name and/or address of the payee.
- (g) The BLM will arrange to have a bi-weekly remittance check each pay period for which deductions are made, and have it forwarded to the addressee designated by the Local Union. The check will be for the total amount of dues withheld for that pay period. The BLM will arrange to have a listing of the Employees from whom deductions were withheld, and the amounts withheld.
- (h) The Employee is responsible for notifying their Servicing HR Specialist/Assistant of any dues allotment that should be stopped because the Employee is no longer subject to dues withholding.
- (i) A member may voluntarily revoke an allotment for payment of dues by obtaining from the BLM, and filling out an SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues. It will be submitted directly to the Employee's Servicing HR Specialist/Assistant. Any SF-1188 sent to the Local Union will be promptly sent to the Servicing HR Specialist/Assistant. Revocation of dues will be effective the first pay period following the anniversary date of the employee's original authorization. The Servicing HR Specialist/ Assistant shall provide the Local Union appropriate notification of the revocation.

## **ARTICLE XVI REDUCTION-IN-FORCE**

Section 1. GENERAL INFORMATION: The decision to conduct a Reduction-in-Force (RIF) is a management right under 5 U.S.C. 7106(a). When implementing a RIF, the MO will follow appropriate regulations. Recognizing the MO's and the Local Union's concern to assist Employees, and the Local Union's interest in representing the Employees, the Local Union will be afforded the opportunity to request negotiations on appropriate arrangements for adversely affected Employees.

Section 2. NOTIFICATION PROCEDURES: The MO will notify the President of the Local Union of the proposed RIF prior to informing the Employees, and will keep the President informed of developments during the RIF.

Section 3. AVAILABILITY OF RIF DOCUMENTS: Retention registers and other RIF documents will be made available to the affected Employee(s) and his/her Local representative.

Section 4. ASSISTANCE: In the event of a RIF, where Employees are separated, the MO will assist adversely affected Employees by means of the Bureau, Departmental and Governmentwide placement assistance programs in effect at the time of the RIF. The MO and the Local Union will encourage each Employee to see that their OF-612, Optional Application for Federal Employment, resume or other written format that includes the information identified in the OF-510 is up-to-date as soon as a RIF is announced. The OF-612 or resume/written format will be used to match Employees with vacancies. This section applies only to career and career-conditional Employees.

## **ARTICLE XVI DURATION AND EXTENT OF AGREEMENT**

Section 1. EFFECTIVE DATE AND TERM. The effective date of this agreement shall be the date of approval by the Office of the Secretary of the Interior or 30 days following the date it is signed by the parties, whichever comes first unless disapproved. It shall remain in effect for three (3) years. The agreement shall be renewed for an additional year on each anniversary date thereafter unless between 60 and 105 calendar days prior to any such date either party gives written notice to the other party of its desire to modify the agreement. The notice must be acknowledged by the other party within ten (10) work days.

The undersigned have caused this agreement to be enacted.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Don Ehrich, MO Project Mgr.  
Member, Negotiating Team

\_\_\_\_\_  
Lloyd Flora, President NFFE Local 1379  
Member, Negotiating Team

\_\_\_\_\_  
Don Kokko, MO Maintenance Mgr.  
Member, Negotiating Team

\_\_\_\_\_  
Larry Pringle, Officer NFFE Local 1379  
Member, Negotiating Team

\_\_\_\_\_  
Laurie McKnight, Labor/ER Spec.  
Member, Negotiating Team

APPROVALS:

\_\_\_\_\_  
Don Ehrich, Project Manager  
OR/WA Maintenance Organization

\_\_\_\_\_  
Lloyd Flora, President  
NFFE Local 1379

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DOI APPROVAL:

\_\_\_\_\_  
Director, Office of Human Resources

\_\_\_\_\_  
Date

**Appendix A**

**AUTHORIZED ABSENCE FROM DUTY FORM  
FOR LABOR-MANAGEMENT RELATIONS ACTIVITIES**

From: \_\_\_\_\_ (Date & Time)

To: \_\_\_\_\_ (Date & Time)

Employee Name \_\_\_\_\_ Employee Signature \_\_\_\_\_

**Purpose/Function (circle one):**

- a. Elected Official      b. Grievant      c. Appellant      d. Steward      e. Representative

Approval: \_\_\_\_\_

Supervisor's Signature

**UNION EMPLOYEE - PURPOSE (Check those that apply)**

Role of Person and Project Code/Pay Code

1. Actual Contract Negotiations
  - a. Contract-Initial or Renegotiation LREA/LRT \_\_\_\_\_
  - b. Mid-Term LREB/LRM \_\_\_\_\_
  - c. FSIP-Impasse LREA/LRT (contract negotiations) \_\_\_\_\_
  - d. FSIP-Impasse LREB/LRM (mid-term negotiations) \_\_\_\_\_
2. FLRA (ULP, Negotiability Determination, etc.) LREA/LRT or LRED/LRD (circle 1) \_\_\_\_\_
3. Ongoing LMR Relationship: LREC/LRG
  - a. Partnership Meetings \_\_\_\_\_
  - b. Formal Discussions (general meetings w/employees, etc.) \_\_\_\_\_
  - c. Weingarten Discussions (investigations) \_\_\_\_\_
  - d. Safety Committee \_\_\_\_\_
  - e. Safety Inspections \_\_\_\_\_
  - f. Other Committee Meetings \_\_\_\_\_
  - g. Training \_\_\_\_\_
  - h. Reports \_\_\_\_\_
4. Grievance and appeals
  - a. Presentation \_\_\_\_\_
  - b. Investigation \_\_\_\_\_
  - c. Performance Review \_\_\_\_\_
  - d. Arbitration \_\_\_\_\_
  - e. Silent Observer \_\_\_\_\_
5. Statutory Appeals LRED/LRD
  - a. MSPB \_\_\_\_\_

**Instructions:**

1) Employee/Union official to complete form, except "To" date, secure supervisory approval, and keep form with them during absence. Complete "To" date upon return to duty. Retain one copy and give original to supervisor. 2) Enter time to nearest 15 minutes. On T&A report, use project/pay codes as noted above.