

PREAMBLE

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Pursuant to the policies set forth in the Federal Labor-Management Relations Statute (5 U.S.C. Chapter 71) the articles of this agreement constitute an agreement by and between the United States Department of Interior (DOI), Bureau of Land Management (BLM), Nevada State Office, hereinafter referred to as the Employer, and the National Federation of Federal Employees (NFFE), Local 2174, hereinafter referred to as the Union, and collectively referred to as the Parties.

The Union has been certified by the Federal Labor Relations Authority for the BLM Nevada State Office as exclusive representative for the bargaining unit employees, hereinafter referred to as Employees, defined in Article I of this agreement.

The Parties recognize the importance of building a constructive and cooperative relationship which will aid in achieving the mission of the BLM, and the well-being of the employees. The Parties also recognize their respective rights and mutual obligations as part of effective labor-management relations, and agree to be bound by all applicable laws, regulations and the articles of this agreement.

The provisions of this agreement take precedent over any prior Memoranda of Understanding between the Union and the Employer or any past practice in existence at the effective date of this agreement.

Now, therefore, the Parties agree to the Articles that are encompassed herein:

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

1.1. RECOGNITION

The Employer recognizes that the NFFE is the exclusive representative of all employees in the unit defined in Section 1.2 below:

1.2. COVERAGE and EXCLUSION

a. The recognized bargaining unit includes:

All professional and nonprofessional Employees employed by the U.S. Department of the Interior, Bureau of Land Management, Nevada State Office, located in Reno, Nevada.

b. Excluded from the bargaining unit are the following:

- (1) any management official or supervisor
- (2) employees with temporary appointments of ninety (90) days or less
- (3) confidential employees
- (4) employees engaged in personnel work in other than a clerical capacity
- (5) an employee engaged in administering the provisions of 5 U.S. Code 7112
- (6) any employee engaged in intelligence, counter-intelligence, investigative, or security work which directly affects national security
- (7) employees primarily engaged in investigation or audit functions related to the work of individuals employed by the Employer whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

ARTICLE II

UNION RIGHTS AND RESPONSIBILITIES

2.1 RECOGNITION

a. A Union which has been accorded exclusive recognition is the exclusive representative of the Employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the unit. An exclusive representative is responsible for representing the interests of all Employees in the unit it represents without discrimination and without regard to Union membership.

b. As the exclusive representative of the bargaining unit Employees, the Union shall be given the opportunity to be represented at:

(1) Any formal discussion between one or more representatives of management and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

(2) Any examination of an Employee in the unit by a representative of the Agency in connection with an investigation if:

(A) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

(B) the Employee requests representation.

c. To have management annually inform bargaining unit Employees of their rights under paragraph 2.1(b)(2) of this article.

d. The Union officials have the right not to be coerced, discriminated against, interfered with, or restrained in the performance of any duties under this article.

2.2 RESPONSIBILITY

Internal Union business, such as soliciting membership, collecting dues, writing newsletters, campaigning and electing officers, posting and distributing literature will be accomplished during non-duty hours. Union meetings will be conducted during lunch times, before and after work and on non-duty hours of the employees involved.

2.3 REPRESENTATION

a. The Employer agrees to inform the Union and, upon request, to meet with the Union and negotiate with the Union on any proposed new policy or proposed change in established

policy or past practice affecting conditions of employment or adversely affecting the Employees prior to implementation.

b. The Union will be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Employees concerning any grievance or personnel policy or practice or other general condition of employment. The Employer will notify the Union as soon as possible before such discussions are held. If the Union desires to have a representative at the discussion, the Employer will accommodate such a request. Overtime/travel/per diem will not be paid for representational activities, unless management requires travel to meet with the bargaining unit employee requesting representation.

2.4 UNION APPOINTMENTS

a. The Union has the right to designate bargaining unit representatives. The Union will furnish the Employer, in writing, a list of the Union representatives, with their telephone numbers. Any changes and/or reassignments will be forwarded to the Employer, as soon as possible. The Union will post the list or any changes on official bulletin boards.

ARTICLE III

EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 EMPLOYEE CONCERNS

Each Employee may elect to bring matters of personal concern directly to their supervisor or other appropriate officials in informal discussions without union representation or notification to the union of such a meeting.

3.2 EMPLOYEE RIGHTS

Each Employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided, such right includes the right:

(a) To act for the Local in the capacity of a representative and the right, in that capacity, to present the views of the Local to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.

(b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.

(c) 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 deduction.

3.3 WEINGARTEN RIGHTS

Each Employee has the right to be represented by the Local at any examination of the Employee by a representative of management in connection with an investigation, if the Employee reasonably believes that the examination may result in disciplinary action against the Employee and the Employee requests representation. Each Employee shall be provided annual notification of this right.

3.4 ACCOUNTABILITY

Employees are responsible for accomplishing work assigned to them in support of the Bureau's mission.

3.5 NONDISCRIMINATION

No Employee will be discriminated against by either the Employer or the Union because of race, color, religion, sex, national origin, age, or handicap.

3.6 CONFIDENTIALITY

The Employer agrees to counsel its representatives, witnesses, and the Employee with regard to the confidentiality of an investigation.

3.7 OFFICIAL PERSONNEL FILE (OPF)

Access to Employee's OPF will comply with appropriate regulations. In accordance with regulations, Employees will be given a copy of documents placed in the OPF. Upon written request from the Employee, the Employee or her/his designated representative has the right to inspect the Employee's OPF in the presence of a Human Resource Office representative. When an item is removed from an Employee's OPF, it shall be destroyed, or upon request, given the Employee.

ARTICLE IV

POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

4.1 GENERAL

a. Each Employee is entitled to a reasonably accurate position description (PD) incorporating the major duties of the position. This shall be reviewed annually.

b. It is beneficial to both the Employer and Employees that all positions have a properly classified PD that reasonably reflects the major duties of each position.

4.2 CONTENT OF POSITION DESCRIPTION

The purpose of a PD is to describe officially, for pay and classification purposes, the predominant skills and duties particular to a position. A PD does not list every duty an Employee may be assigned, but reflects those duties which are series and grade controlling.

4.3 POSITION CLASSIFICATION REVIEW

a. When the Employee believes his/her position description is not properly classified, he/she may request a position classification review in writing to the Human Resources Office, with a copy furnished to the supervisor. A review will be conducted to determine the correct classification. Prior to the classification review the Human Resources Office will call the Employee to discuss and schedule the review.

b. The findings will be communicated to the Employee through the supervisor. An Employee may not request a classification review more than once per calendar year.

4.4 POSITION CLASSIFICATION APPEAL

If the Employee does not agree with the classification decision, the Employee may appeal as follows:

a. Wage Grade Employees must appeal first to the Bureau or the Department, before appealing to the Office of Personnel Management (OPM).

b. General Schedule Employees may appeal to the Bureau or the Department, then to OPM, or may appeal directly to OPM.

ARTICLE V

MERIT PROMOTION

5.1 INTRODUCTION

Merit promotion procedures will be in compliance with 5 CFR 335, the DOI Promotion and Internal Placement Plan, Bureau Supplements and all other appropriate regulations in effect at the time of the placement action.

5.2 GENERAL

a. The Employer and the Union agree that promotions and all selections for vacant positions shall be based solely on job-related criteria and without regard to political, religious, or labor organization affiliation or nonaffiliation, marital status, race, color, sex, national origin, nondisqualifying physical handicap, or age.

b. The Employer retains the right to select or not select from among a group of best qualified candidates. The Employer also retains the right to select from other sources, such as reemployment priority lists, reinstatement, transfer, handicapped, or Veterans Readjustment eligible or those within reach on an appropriate OPM certificate.

5.3 VACANCY ANNOUNCEMENTS

a. Information on jobs advertised for open competition will be available to Employees and the Union through the DOI automated system. For those positions not advertised through the DOI automated system, interest announcements will be sent to employees through e-mail or its equivalent.

b. When requested in advance by an Employee, reasonable attempts will be made to inform absent Employees of any vacancy announcement in which the Employee has expressed an interest.

5.4 INFORMATION

a. Upon contacting the Human Resources Office, applicants may request, and obtain, the following information: 1) whether they met the basic qualification requirements for the position; 2) whether their name was referred to the selecting official as one of the best qualified candidates, and 3) the name of the person selected.

b. Candidates who are referred to the selecting official, but are not selected, may contact the selecting official and ask what they can do to improve their chances in future competition.

5.5 GRIEVANCES

Grievances on the merit promotion procedures, but not non-selection from a properly prepared and certified roster, are processed through the negotiated grievance procedure.

5.6 DETAILS

When an Employee is detailed from his/her position of record to another position that is equivalent to his/her grade level or a higher grade level, and the detail lasts more than thirty (30) calendar days, the detail will be documented in the Employees' Official Personnel Folder (OPF) and a copy given to the Employee.

5.7 TEMPORARY PROMOTION

a. The Employer can at any time noncompetitively promote an Employee, who is on detail to a higher graded position and who meets qualification requirements. However, if an assignment to a higher graded position exceeds sixty (60) calendar days, the Employee, if qualified, will be temporarily promoted (noncompetitively). The effective date of the promotion will be no later than the first pay period following receipt of the Request for Personnel Action, Standard Form 52 (SF-52), in the Human Resources Office. All time, either through detail or temporary promotion, is included in the 120 calendar day limit.

b. Temporary promotions of more than 120 calendar days will be made based on competitive procedures.

ARTICLE VI

DEMOTIONS, INVOLUNTARY REASSIGNMENTS AND REORGANIZATIONS

6.1 DEMOTIONS

The Employer agrees that demotions will be effected in accordance with applicable laws and regulations.

6.2 INVOLUNTARY REASSIGNMENTS

The Parties agree that the Employer may direct a reassignment of an Employee on an involuntary basis to meet the needs of the BLM. The Employer agrees to advise the Employee, in writing, of the reassignment, and rationale, and provide the Employee an opportunity to accept or decline the reassignment.

6.3 REORGANIZATIONS

Management agrees to advise the Union of proposed reorganizations and provide them with an opportunity to bargain impact and implementation in accordance with Article XXIV, entitled Negotiations.

ARTICLE VII

REDUCTION-IN-FORCE OR FURLOUGH

7.1 GENERAL

The decision to conduct a reduction-in-force (RIF) or furlough is a management right. The RIF or furlough shall be conducted in accordance with OPM, Department of Interior and BLM regulations in effect at the time the action is taken.

7.2 NOTIFICATION

a. Prior to notification of bargaining unit Employees, the Employer agrees to notify the Union of a decision to conduct a RIF that will have an adverse impact on bargaining unit Employees. Notification will be made as much in advance of implementation as possible and will include the reason(s) for the action, the affected area(s), and the anticipated effective date of the action.

b. The Employer agrees to provide the Union with an initial retention register of the affected area and meet with the union periodically to keep them abreast of the RIF and to meet with the Union and Employees individually to address their concerns.

c. The Union will be notified of any impending furlough in the State Office, which involves bargaining unit Employees.

7.3 OUTPLACEMENT PROGRAM

The Employer agrees that in the event of a RIF, an outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal Service commensurate with the skills and experience of each affected Employee, in accordance with applicable rules and regulations.

7.4 BARGAINING

The Union may request impact and implementation bargaining in accordance with Article XXIV, entitled Negotiations.

ARTICLE VIII

EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM (EPMS)

8.1 GENERAL

The Parties recognize the need and obligation to evaluate the job performance of all bargaining unit Employees in accordance with applicable laws and regulations.

8.2 ESTABLISHING CRITICAL RESULTS

In accordance with 5 CFR 430, critical results should be consistent with the duties and responsibilities contained in the Employee's PD, and should be clear, concise and understandable. The establishment of critical results is a collaborative effort by the Employee and the rating official, with final determination being the responsibility of the Employer.

8.3 PERFORMANCE APPRAISAL

The supervisor will meet with Employees at the beginning of each appraisal cycles (which is normally the fiscal year) to discuss the Employee's critical results. Twice during the appraisal cycle, supervisors will meet individually with their Employees to discuss work performance, review the currency of critical results, and to make changes to the critical results, as appropriate. At the end of the appraisal period, performance accomplishments are discussed and documented, as appropriate.

8.4 PERFORMANCE DISPUTES

Disputes over summary performance ratings will only be resolved through procedures set forth in the Departmental Manual. If the Employee is dissatisfied with the summary rating he/she may file a grievance at the Step 3 level, under Article XII, 12.5(d).

8.5 DEFICIENT PERFORMANCE

a. At any time during the performance appraisal cycle that the Employee's performance in one or more critical results becomes less than fully successful, the supervisor will discuss specific performance deficiencies with the Employee and offer appropriate assistance. If, after a reasonable period of time the Employee's performance does not improve to an acceptable level, the supervisor will inform the Employee in writing of the critical result area for which performance is unacceptable, in what way it is unacceptable, and what is required to bring it to a fully successful level (Opportunity to Improve Letter). The supervisor will initiate an "opportunity to improve period" to give the Employee a reasonable period of time to demonstrate acceptable performance. The supervisor will assist the Employee to improve his/her performance during the "opportunity to improve period". If the Employee's performance does not improve during the "opportunity to improve period", further action, such as reassignment,

demotion, and/or removal will be taken in accordance with 5 CFR 432, and Department of Interior regulations.

b. With the exception of reassignment, demotion and/or removals are adverse actions. For these types of actions, refer to Article XI, entitled Disciplinary and Adverse Actions.

ARTICLE IX

TRAINING

9.1 GENERAL

The parties recognize the value of a well-trained work force and the need for a well-planned and conducted training effort to meet the short and long-term challenges facing the BLM. Training will be aimed at improving job performance, meeting the needs of the organization as determined by the Employer, and providing for Employee career development. Employees are encouraged to discuss training and development needs with their supervisors. The Parties recognize that each Employee is responsible for applying effort, time, and initiative in increasing his/her potential value through self-development and training.

9.2 INDIVIDUAL DEVELOPMENT PLAN

When requested by the Employee, the supervisor and the Employee will jointly discuss and develop the Employee's individual development plan. The plan will consist of on-the-job and formal training needed to enhance and/or improve the Employee's job performance, the Employee's long term career goals, and a plan to provide the Employee with direction of what is needed to meet his/her goals.

9.3 TRAINING

The Employer retains the right to determine the investment to be made in training, selected training methods and facilities and schedule and assign Employees to training. The Employer will endeavor to schedule training so Employees should not have to travel on weekends.

9.4 ON-THE-JOB INSTRUCTION

Occasionally, Employees will be required to provide on-the-job instruction to another Employee. In situations such as this, if the Employee is unable to complete his/her own work, he/she will bring it to the attention of the supervisor and request assistance.

9.5 RECORDS

Since it is no longer a requirement that individual training records be filed in the Employee Official Personnel File, Employees are encouraged to keep personal personnel folders to fully reflect total employment experience, training and education.

ARTICLE X

INCENTIVE AWARD PROGRAM

10.1 GENERAL

The Parties agree that the Incentive Awards Program should be equitably administered and utilized to the maximum extent to recognize Employees for their outstanding achievements toward achieving organizational results, providing customer service, team innovation/cooperation, promoting diversity, sustained exceptional performance, etc. The awards program will be administered in accordance with appropriate laws and regulations.

10.2 CONTINUOUS IMPROVEMENT INCENTIVES

The goal of this program is to ensure continuous improvement occurs within the organization. Employees are encouraged to submit narrative descriptions of their ideas and potential benefits through supervisory channels to the office with implementing authority. These ideas will be evaluated for utility and merit. The Employee will be notified of the action taken on the idea.

10.3 PROGRAM REVIEW

Upon request, the Employer agrees to provide the Union with a list of Employee awards. This list will be for a specified time period. It will include the type of award, organizational location, position, and monetary amount.

ARTICLE XI

DISCIPLINARY AND ADVERSE ACTIONS

11.1 GENERAL POLICY

Even though it is management's goal to resolve instances of misconduct through discussion and counseling sessions with the Employee, at times it is necessary to take disciplinary action for such cause as will promote the efficiency of service. Disciplinary action will be taken and will be consistently applied in accordance with 5 CFR 752, DOI and Bureau regulations.

11.2 DEFINITIONS

The following are definitions for disciplinary and adverse actions:

a. Adverse Actions - A removal, suspension, furlough for thirty (30) days or less, or reduction in grade or pay. Adverse actions may or may not be for disciplinary reasons.

b. Disciplinary Actions - An action taken by management to correct an Employee's misconduct or failure to follow Ethics regulations. Included are oral warnings and admonishments, letters of warning, admonishment, or reprimand; suspensions, removals, or reductions in pay or grade. Some disciplinary actions are also adverse actions.

11.3 PROCEDURES

a. Oral Warning or Admonishment: Oral warning or admonishment will be given directly to the Employee by the supervisor. The Employee may be represented by a NFFE, Local 2174, representative if a grievance is filed under the negotiated grievance procedure at the Step 1 level.

b. Written Official Letter of Warning, Admonishment or Reprimand:

(1) Letter of admonishment or reprimand will be issued directly to an Employee by the supervisor and will be sufficiently specific to indicate why the letter is being issued and what the Employee can do to improve or take needed corrective action. The Employee may be represented by a NFFE, Local 2174, representative if a grievance is filed under the negotiated grievance procedure at the Step 2 or 3 level.

(2) The Employee may make a written statement or explanation that shall be retained with the letter of warning (one (1) year) or reprimand (two (2) years) as part of the Official Personnel File (OPF). At the Employer's discretion, these letters may be removed earlier.

c. Suspensions of fourteen (14) days or less: In accordance with applicable regulations,

actions may be taken for such cause as will promote the efficiency of service. The Employee against whom a suspension of fourteen (14) days or less is entitled to:

- (1) a seven (7) calendar day advance notice stating the specific reasons for the proposed action, except in circumstances, such as, but not limited to criminal activity, which require immediate suspension.
- (2) a reasonable time, but not less than five (5) calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.
- (3) be represented by a NFFE, Local 2174, representative, if a grievance is filed under the negotiated grievance procedure.
- (4) a written decision and the specific reasons therefore at the earliest practicable date.
- (5) a copy of the material which is relied on to support the reason for action given in the notice.
- (6) file a grievance under the negotiated grievance procedure at the Step 3 level or an EEO complaint, if the Employee feels that he/she has been discriminated against.

d. Removals, Suspensions for More than Fourteen (14) Days, Reduction in Grade or Pay, and Furlough for Thirty (30) days or Less: In accordance with applicable regulations, an Agency may take any one of the four actions identified above. An Employee against whom an such action is proposed is entitled to:

- (1) at least thirty (30) days advance written notice, unless there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed.
- (2) a reasonable time, but not less than ten (10) calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer.
- (3) be represented by (a) NFFE, Local 2174, representative, if a grievance is filed under the negotiated grievance procedure; or (b) by a NFFE representative, an attorney or other personal representative, if the appeal is to the Merit System Protection Board (MSPB).
- (4) a written decision and the specific reasons therefore at the earliest practical date.

- (5) a copy of the material which is relied on to support the reasons for the action given in the notice.
- (6) appeal to the MSPB or to grieve it under the negotiated grievance procedure at the Step 3 level, but not both.

e. Extensions: Extensions to timeframes are rare. However, they may be granted if the circumstances so justify, i.e., time to obtain medical documentation. The Human Resources Office will evaluate the request to determine if it is justified.

ARTICLE XII

GRIEVANCE PROCEDURE

12.1 COMMON GOAL

The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the Employee. One goal of this procedure is to settle grievances at the lowest level of supervision and internally, so that they may be settled expeditiously. Another goal of this procedure is to resolve problems influencing Employee morale, and promote mutual respect among Management, bargaining unit Employees, and the Union.

12.2 DEFINITION

Grievance means any complaint by:

- a. any bargaining unit Employee concerning any matter relating to the employment of the Employee; or
- b. the Union concerning any matter relating to the employment of any bargaining unit Employee; or
- c. by any bargaining unit Employee, the Union, or the Employer concerning:
 - (1) the effect or interpretation, or a claim of breach of this Agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

12.3 SCOPE

This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this Agreement, conditions of employment, or relationships with agency supervisors and officials, including disciplinary and adverse actions. It shall apply to all matters indicated above, whether or not set forth in this Agreement.

- a. These grievance procedures do not apply to:
 1. a violation relating to political activities;
 2. retirement, life or health insurance;
 3. a suspension or removal for national security reasons;

4. any examination, certification or appointment;
5. the classification of any position which does not result in reduction in pay or grade for the employee;
6. reduction-in-force or furloughs of more than thirty (30) days;
7. non-selection from a properly prepared and certified roster;
8. the content or interpretation of any performance standard, classification standard, or qualification standard;
9. issues of discrimination based on race, color, religion, sex, age, national origin, handicapping conditions, marital status, or political affiliation;
10. proposals to take any action when the action itself is grievable or appealable, and the employee has the right to respond to the deciding official and the right to request Union representation;
11. non-receipt of an incentive award.

b. For those matters that are grievable, this procedure shall be the exclusive procedure for the Parties and Employees. However, nothing in this section shall prevent Employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board (MSPB) or processing any prohibited personnel action to the appropriate source, provided that the Employee has not filed a grievance in writing on the matter in accordance with this Agreement.

c. Management will cancel an Employee's grievance at the Employee's request, or upon termination of the Employee's employment with the Agency, unless personal relief to the Employee may be granted after termination of employment, or upon the death of the Employee, unless the grievance involves a question of pay.

12.4 INFORMAL PROCEDURE FOR EMPLOYEE GRIEVANCES

The Parties recognize that most grievances arise from misunderstanding or disputes that can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved Parties to settle grievances at the lowest possible level. Employees/Union representatives are encouraged to discuss the matter with the immediate supervisor prior to committing the grievance to writing. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an Employee's good standing.

12.5 FORMAL PROCEDURE FOR EMPLOYEE GRIEVANCES

A grievance may be filed by an Employee or group of Employees, by the Union, or by Management. Only the Union, or a representative designated by the Union, may represent Employees in such grievances. However, any Employee or group of Employees may personally present a grievance and have it resolved without representation by the Local Union, provided that the Local Union is given the opportunity to be present at all formal discussions in the grievance process.

a. Grievances taken in response to a written decision letter notifying the Employee of an action under 5 U.S.C. 7512 (Adverse Action) or 5 U.S.C. 4303 (Unacceptable Performance) must be filed in writing, as a Step 3 grievance, within thirty (30) calendar days of the effective date of the action.

b. Step 1 Grievance: A Step 1 grievance will be initiated by an Employee (and representative or Steward) by notifying the immediate supervisor in writing within thirty (30) calendar days of the incident, unless the grievant could not reasonably be expected to be aware of the incident by such time. In the latter case, the grievance must then be initiated in writing within thirty (30) calendar days of the date the grievant became aware of the incident. The written notification must include:

- (1) the name of the grievant and name of the Union representative, if any;
- (2) the date of alleged incident giving rise to the grievance;
- (3) to the extent possible, all relevant information specifically related to and/or in support of the grievance; and
- (4) specific personal relief sought by the Employee.

The supervisor receiving the grievance will review the grievance, consult with the grievant and/or grievant's Union representative, and render a written decision within fourteen (14) calendar days. It is necessary that the written decision be closely coordinated with the Employee Relations Specialist, Office of Human Resources. Included within such a decision shall be a statement indicating the grievant's right to submit a grievance to Step 2.

c. Step 2 Grievance: If the grievant is dissatisfied with the decision given on the Step 1 Grievance, the grievance will be presented to the next higher appropriate management official. The procedure is as follows:

(1) The grievance will be presented in writing within fourteen (14) calendar days after the date the decision was received by the Employee at the Step 1 level. It should include the information required for a Step 1 Grievance, as well as, a copy of the written decision rendered by Employer, if received.

(2) The Parties meet to discuss the pertinent issues involved in the grievance and attempt to reach a settlement satisfactory to the Parties.

(3) Within fourteen (14) calendar days of the presented Step 2 grievance, a written decision will be issued by the next higher appropriate management official. Included within such a decision shall be a statement indicating the grievant's right to submit a grievance to Step 3.

d. Step 3 Grievance: If the Grievant is dissatisfied, with the decision given on the Step 2 Grievance, the grievance may be presented to the Associate State Director/State Director or the Acting Associate State Director/Acting State Director.

- (1) The process to be followed is the same as described in 12.5c (1) to (3).

(2) If the grievant is dissatisfied with the decision given on the Step 3 Grievance or no decision is rendered, the Union may proceed to mediation or arbitration, as appropriate. (See 12.09)

e. If at any step in the grievance procedure it is determined that the Management Official does not have the authority to resolve the grievance, the grievant will be informed and the grievance will be forwarded to the proper official. This will fulfill the grievant's obligation to meet the timetable set up in the grievance procedure, but will not be considered as one of the steps.

12.6 PROCEDURE FOR EMPLOYER GRIEVANCE

The following procedures are established for the resolution of an Employer initiated grievance:

a. The Associate State Director/State Director or Acting Associate State Director/Acting State Director may submit grievances formally to the Union President or Acting Union President in writing. The grievance will be submitted within thirty (30) calendar days of the incident, unless the grievant could not reasonably be expected to be aware of the incident by such time. In the latter case, the grievance must then be initiated in writing within thirty (30) calendar days of the date the grievant became aware of the incident.

b. Appropriate Union and Management officials will meet in conference, within fourteen (14) calendar days of filing the grievance, at a mutually agreeable time to try to resolve the grievance.

c. The Union President or Acting Union President shall give a written decision to the Associate State Director/State Director or Acting Associate State Director/Acting State Director within fourteen (14) calendar days after the meeting.

d. If the decision is not satisfactory to the Associate State Director/State Director or Acting Associate State Director/Acting State Director, then the procedures set forth in Mediation XII, 12.9 may be followed. If mediation is unsuccessful, then the procedures set forth in Arbitration, Article XIII, may be followed.

12.7 PROCEDURE FOR UNION GRIEVANCES

The following are established for the resolution of Union initiated grievances:

a. The Union President or Acting Union President may submit grievances formally to the Associate State Director/State Director or Acting Associate State Director/Acting State Director in writing. The grievance will be submitted within thirty (30) calendar days of the incident, unless the grievant could not reasonably be expected to be aware of the incident by such time. In the latter case, the grievance must then be initiated in writing within thirty (30) calendar days of the date the grievant became aware of the incident.

b. Within fourteen (14) calendar days of filing the grievance, appropriate Management and Union officials will meet in conference, at mutually agreeable times, to try to resolve the grievance.

c. The Associate State Director/State Director or Acting Associate State Director/Acting State Director shall give a written decision to the Union President or Acting Union President within fourteen (14) calendar days after the meeting.

d. If the decision is not satisfactory to the Union President or Acting Union President, then the procedures set forth in Mediation 12.9, may be followed. If mediation is unsuccessful, then the procedure set forth in Arbitration, Article XIII, may be followed.

12.8 LEVEL OF FILING GRIEVANCES

There will be times, such as when a higher level supervisor has taken the action being grieved, when a grievance may be more appropriately initiated at the second or third step.

12.9 MEDIATION

If satisfactory resolution is not reached at Level 3, the Parties will proceed to mediation, unless both Parties mutually agree that mediation will not resolve the issue(s). Federal Mediation and Conciliation Service (FMCS) mediation will be used. The total cost of FMCS mediation, if any, will be split equally between the Employer and the Union.

The Union or Management will request the immediate services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The mediator will meet with the Parties at the earliest possible date and attempt to resolve the grievance through voluntary methods. If this procedure is unsuccessful after two meetings and the Union or Management are still dissatisfied, the Union or Management may request arbitration in writing and submit the request to the other Party within thirty (30) calendar days from the date of the second meeting with the mediator. A request for arbitration shall be valid only if signed by one of the following: the Union President, Acting Union President, the Associate State Director/State Director or Acting Associate State Director/State Director.

12.10 TIME FRAMES

The time frames may be extended by mutual agreement.

ARTICLE XIII

ARBITRATION

13.1 RIGHT TO ARBITRATION

If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, or if mediation is not successful, the Union, either as grievant or as representative of the grievant(s), or Management, may refer the issue to arbitration within twenty one (21) calendar days after receipt of the last Step decision, or its due date.

13.2 INVOKING ARBITRATION

a. The Parties will mutually agree to use either The Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to provide a listing of arbitrators. The Party requesting the arbitrator shall complete the appropriate paperwork with a copy furnished to the other Party. The paperwork referring an issue to arbitration shall be valid only if signed by the Union President or Acting Union President, or the Associate State Director/State Director or Acting Associate State Director/Acting State Director.

b. The Parties shall immediately request from the selected service a list of seven (7) impartial persons qualified to act as an arbitrator.

13.3 SELECTING THE ARBITRATOR

a. The Parties shall meet within fourteen (14) calendar days after the receipt of such list to select an arbitrator. If the Parties cannot agree on an arbitrator from the list, each Party shall alternately strike one name from the FMCS/AAA list until only one name remains. Initial striking shall be determined by the flip of a coin. The remaining name shall be the duly selected arbitrator.

b. The Parties will make every effort to schedule the arbitration as soon as possible, but no later than thirty (30) calendar days from the date the arbitrator indicates his/her availability.

c. Within four (4) calendar days of receiving the list, the invoking Party shall contact the responding Party to schedule the meeting to select the arbitrator. The invoking Party will contact the Labor Relations Officer or, in his/her absence, the Personnel Officer, or his/her Acting, as appropriate, by e-mail or telephone with written followup. If the responding Party then fails to participate in the selection process, the invoking Party shall make a selection of the arbitrator from the list.

13.4 ARBITRATION PROCESS

The arbitration hearing shall normally be held on the Nevada State Office premises during the regular day-shift work hours of the basic work week. An Employee of the unit serving as the grievant's representative, the aggrieved Employee, and the Employee's witnesses, who are otherwise on duty, shall be excused from duty, as necessary, to participate in and prepare for the arbitration proceedings without loss of pay, annual leave, or any other benefit. Witnesses outside the commuting area will be interviewed telephonically. Overtime will not be paid for arbitration.

13.5 FEES AND EXPENSES

- a. The arbitrator's fee and expenses shall be shared equally by the Parties.
- b. The cost of a shorthand reporter or transcript, where such is mutually agreed upon by the Parties, shall be shared equally by the Parties. Absent agreement, either Party may unilaterally request that a transcript be prepared, but must bear all costs incurred in its preparation. However, if the other Party subsequently requests and receives a copy of a transcript of an arbitration hearing, they must pay fifty percent (50%) of all costs incurred in the preparation of such transcript.
- c. If a cancellation fee is incurred because of rescheduling, the canceling Party shall be responsible for the full cost of such cancellation.

13.6 ARBITRATOR AUTHORITY

- a. The arbitrator shall have the authority to resolve any questions of grievability or arbitrability and interpret this Agreement and Agency or Bureau policy. Threshold issues of arbitrability shall be heard by the arbitrator on the same hearing date as the hearing on the merits of the case, unless otherwise agreed to by the Parties. If the Parties fail to agree on a joint stipulation of the issue, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard.
- b. The arbitrator shall have no authority to add to or modify any terms of this Agreement or Agency or Bureau policy.
- c. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by this Agreement and Section 7701(c)(1) of Title V, United States Code, as applicable.

13.7 ARBITRATOR'S DECISION

- a. The arbitrator will render a decision and remedy to the Employer and the Union as quickly as possible; but, in any event, no later than thirty (30) days after the conclusion of the hearing, unless the Parties agree otherwise.

b. The arbitrator's decision(s) shall be final and binding and in accordance with law, rule and regulation. The decision shall be implemented thirty (30) calendar days after receipt, unless an exception is filed with the Federal Labor Relations Arbitrator (FLRA). Either Party may file an exception within thirty (30) calendar days, as stipulated by the statute. If the Parties mutually agree not to file, the remedy will be effected immediately.

c. Any dispute over the application or interpretation of the arbitrator's remedy shall be returned to the arbitrator for settlement.

ARTICLE XIV

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

14.1 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

a. The provisions of this Agreement shall apply to all Bargaining Unit Employees regardless of their labor organization membership and without discrimination as to race, color, creed, sex, age, national origin, or handicap.

b. The Employer will provide the Union with a synopsis of the EEO Complaint Process and a list of EEO Counselors. EEO materials will be updated, as needed.

c. An Employee who chooses the EEO Complaint Process cannot use the Negotiated Grievance Procedure (NGP) for the same complaint.

d. Upon request of an Employee, a Union official may advise an Employee who is using the EEO Complaint Process. It is understood that the Union official is not acting in the capacity of an EEO Counselor.

ARTICLE XV

HOURS OF WORK

15.1 ESTABLISHED ADMINISTRATIVE WORK SCHEDULE

a. The basic workweek consists of 40 hours, Monday through Friday, whenever possible. The two days outside the basic workweek are consecutive. Prior to making any work schedule changes, Employees will normally be given seven (7) days notice, unless the supervisor determines that the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

b. Security systems in the workplace and computer logging or password recordation systems will not be used as de-facto time clocks to document Employee time and attendance.

15.2 WORK SCHEDULES

The following work schedules are available at the Nevada State Office:

a. Fixed Schedule. A fixed schedule is eight (8) hours per day and 40 hours per week.

b. Alternate Work Schedules (AWS). Approved schedules are gliding, variable day, variable week and maxiflex, 5-4/9 compressed schedule and 4-10 compressed schedule. The AWS will be administered fairly and equitably to Bargaining Unit Employees.

15.3 PROCEDURES

Employees electing an Alternate Work Schedule (AWS) must complete the appropriate paperwork and obtain prior approval from the immediate supervisor.

15.4 CREDIT HOURS

Supervisory approval must be secured before credit hours can be used.

15.5 BREAK TIMES

One fifteen (15) minute rest period within each four (4) hour work period of the normal eight (8) hour day is authorized. Supervisors retain the right to schedule the break periods for each Employee. Rest breaks allowed to Employees are not cumulative and may not be taken at a time other than with the supervisor's approval. Rest breaks may not be used to lengthen the lunch period, shorten the entire work day or used in conjunction with leave.

15.6 ASSIGNMENT AND DISTRIBUTION OF OVERTIME

a. Overtime Compensation. Overtime compensation shall be assigned under controlling regulations and/or laws. Employees shall be compensated for any partial hour worked in fifteen (15) minute increments.

b. Approval. Overtime must be officially ordered and approved by the supervisor and performed by the Employee. Overtime is defined as work in excess of eight (8) hours in a day or forty (40) hours in an administrative workweek or a basic workweek. Overtime assignments will normally be distributed and rotated equitably by the work supervisor among qualified Employees under his/her supervision in accordance with their particular occupation.

c. Training. Overtime hours will not be paid for training.

d. Callback Overtime. Irregular or occasional overtime work performed by an Employee on a day when work was not scheduled for him/her, or for which he/she is required to return to his/her place of employment, is deemed at least two (2) hours in duration for the purpose of premium pay, either in money or compensatory time off.

15.7. COMPENSATORY TIME

a. Compensatory time earned in lieu of overtime pay may be received by nonexempt Employees, only if requested in writing by the Employee for periods which have been approved for overtime pay. Nonexempt Employees, who have not used compensatory time earned within a six month period, will be paid for the unused amount.

b. Compensatory time earned in lieu of overtime pay may be received by exempt Employees, if requested by the Employee and approved by the Employer under overtime regulations. Compensatory time for exempt Employees not used within six months of being earned will be forfeited, unless the failure was due to the exigency of the service beyond the Employee's control.

c. Compensatory time to be used must be requested by the Employee and approved by the supervisor ahead of time.

15.8. TRAVEL

a. Insofar as practicable, travel during nonduty hours shall not be required of an Employee. When it is essential that this be required and the Employee may not be paid overtime, the official concerned shall record his reasons for ordering travel at those hours and shall, upon request, furnish a copy of this statement to the Employee concerned. Such statement shall be furnished to the Employee at least one (1) week prior to travel, whenever practicable.

b. When on travel, Employees will not be required to share a room, unless it is beyond Management's control.

ARTICLE XVI

LEAVE

16.1 GENERAL

The Employer affirms that it is in the interest of efficient operations to be able to plan ahead to accommodate the leave requests of Employees, consistent with the needs of the Employer. Leave shall be earned in accordance with appropriate statutes and regulations.

16.2 ANNUAL LEAVE

a. An Employee shall submit a request for annual leave to the immediate supervisor as far in advance of its proposed start as practical. A supervisor may require leave requests in excess of three (3) consecutive work days be made using Standard Form (SF 71).

b. A supervisor may require Employees under his/her direction to indicate annually or at other useful intervals, such as semi-annually or quarterly, their plans or tentative plans for vacation or other annual leave use of one week or more.

c. Employee requests for scheduled leave will be considered by the immediate supervisor and acted on as soon as possible, but not later than fourteen (14) calendar days after submission of the request. If a request for unscheduled leave is denied, an Employee may submit a SF-71, on which the supervisor will state the reasons for the denial and return it to the Employee within one (1) work day after receipt by the supervisor.

16.3 SICK LEAVE

a. An Employee shall initiate sick leave by contacting his/her immediate supervisor as soon as possible, but not later than one hour after the start of the Employee's normal work shift or the start of the established core time. If the supervisor is unavailable, the Employee shall leave a message, along with his/her home telephone number.

b. If the Employee is absent for more than one (1) day, he/she must call in daily, unless prior arrangements are made with the supervisor.

c. Employees will normally be required to furnish a medical certificate for periods of leave in excess of three (3) consecutive workdays. However, this does not preclude the Employer from requiring certification for any period of sick leave, if there is reason to believe the sick leave is not valid. In lieu of medical certification, the Employee's signed statement explaining the nature of the illness may be considered as administratively acceptable evidence.

d. In cases of serious disability or illness, an Employee may request up to 30 days

advance sick leave. Generally such requests will be approved. However, requests will not be approved for circumstances such as when: the Employee has established a separation date, the Employee has filed for disability retirement, the Employee does not intend to return to duty, or the Employee's past leave patterns indicate an unlikelihood of being able to repay the leave. An Employee on a limited appointment, or one which will be terminated on a specified date, may request advance sick leave up to the total sick leave earned during the remaining period of the appointment. Procedures for requesting advanced sick leave are as follows:

(1) A Request for Leave or Approved Absence (SF-71), along with a medical certificate from a physician or other similar written evidence acceptable to the supervisor will be completed and submitted to the supervisor.

(2) The supervisor will indicate approval/disapproval on the SF-71 and return it to the employee. If disapproved, a reason will be given.

16.4 SICK LEAVE RESTRICTION

There are certain sick leave trends, which, when appearing on a continual basis over a reasonable period of time, could indicate leave abuse (i.e. absence after pay day, sick leave before or after holidays, Monday-Friday sick leave, absences during heavy workloads or undesirable duties, or sick leave use of short duration with vague excuses). When, based on one or more of these trends, and the Employer believes that an Employee is abusing sick leave, the Employer may place the Employee on "Sick Leave Restriction" in accordance with appropriate laws and regulations. The Employer may require documentation over and above that required of other Employees. An Employee should be given written notice of any special restrictions placed on him/her prior to the effective date of the restriction. The notice should include the reason for the action, the type(s) of acceptable evidence (e.g., certificate from a physician), the conditions for submission of any evidence in order to obtain approval of sick leave requests (i.e. time frames), the consequences of not following the procedures outlined in the notice, and the Employee's right to grieve.

The restriction applies only as long as the Employee appears to be using excessive amounts of sick leave, however, it should last at least six (6) months but not longer than one (1) year. If appropriate, the restrictions may be terminated or extended. If, after a reasonable period of time, there appears to be no improvement, other options may be explored.

16.5 OTHER LEAVE CATEGORIES

Other categories of leave may be granted in accordance with appropriate statutes and regulations, such as pertinent sections of the 1995 Treasury-Postal Service Appropriation Bill (Public law (PL) 103-329), and sick leave under the Family Friendly Leave Act (PL 103-388). Requests for these types of leave may be made in writing through submission of SF-71 and appropriate documentation as far in advance as possible to the immediate supervisor. Reasons for

disapproval or adjustments necessary to meet the needs of the Employer will be discussed with the Employee, and, if requested, documented in writing.

16.5 VOLUNTARY LEAVE TRANSFER PROGRAM

Annual leave donated under the leave transfer program and not used by the recipient will be returned, on a prorated basis, to all donors of leave for that recipient and illness.

ARTICLE XVII

FLEXIBLE WORKPLACE (FLEXIPLACE)

17.1 GENERAL

The Employer and the Union recognize that, under certain circumstances, a flexible work place could be mutually beneficial to both Parties. Flexiplace will be administered in accordance with applicable guidelines. Employees must understand that flexiplace is not an entitlement, but, rather, an individualized structured program, which is subject to the approval of the immediate supervisor, who considers factors such as: the nature of work performed; the level of interaction required; and the needs and work habits of the Employee, etc.

17.2 PROCEDURES FOR REQUESTING FLEXIPLACE

- a. All Employee requests for flexiplace will be submitted in writing to the immediate supervisor.
- b. The Employer agrees to consider the request and to respond in writing in a timely manner, either approving or disapproving the request. If the request is disapproved, the reason for the disapproval will be included in the response.
- c. If the request is approved, the supervisor and the Employee will jointly develop the formal written agreement.

ARTICLE XVIII

SAFETY

18.1 GENERAL

The Parties agree that safe and healthful working conditions are necessary for the effective accomplishment of the BLM's mission and the protection of its human resources. The Employer agrees to provide safe and healthful working conditions in accordance with applicable regulations.

18.2 EMPLOYEE SAFETY

Employees are responsible for following safe practices and encouraging co-workers to do likewise. The Union agrees to encourage all unit Employees to observe safe work practices while performing assignments and to promptly report to the appropriate supervisors any unsafe conditions or acts.

18.3 SAFETY COMMITTEE

The Employer agrees to permit a Union representative on the Safety Committee. The Union's designee shall, in cooperation with other committee members, participate in achieving the specific committee goals and responsibilities as determined by the Employer and the committee.

18.4 SAFETY INSPECTIONS

When the annual State Office safety inspection is held, the Employer agrees to notify the Union and to allow a Union representative to accompany the Safety Officer on official time. The Union representative's time should be recorded on the Time and Attendance Report in accordance with Article XXII, entitled Representation and Official Time.

18.5 ON-THE-JOB INJURY OR ILLNESS

Employees will immediately report to the supervisor all injuries that occur on the job or illnesses that may impair the safe performance on the job.

18.6 EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Union recognize the value of the Employee Assistance Program outlined in applicable laws, regulations, and guidelines. The Employer shall continue to provide an Employee Assistance Program which meets the requirements of applicable laws, regulations and guidelines.

Employee participation in the program shall be voluntary. Employees may be granted

Administrative Leave to meet with the Agency contracted Employee Assistance Program provider. The granting of excused absence depends on the Employee's signing a written release of information to enable the Counselor to inform the supervisor that the Employee is participating in the Employee Assistance Program (EAP). If the Employee goes to EAP staff on his/her own or wishes to maintain the confidentiality of the visit, he/she must request leave or leave without pay, as appropriate.

Employees undergoing an independent prescribed program of treatment will be granted sick leave for this purpose on the same basis as any other illness, when absence from work is necessary.

ARTICLE XIX

FIRE PERSONNEL

19.1 REPRESENTATION

The Bargaining Unit Status of Employees represented by the Union remains the same when an Employee is on temporary duty to a fire incident. The Union continues to represent them.

19.2 GRIEVANCES

If an Employee on temporary duty to a fire incident decides to file a grievance, the following procedures will apply.

a. The Employee will discuss the grievance with the Incident Commander in an effort to resolve the problem.

b. If the Employee is not satisfied with the response at the informal level, the Employee or the Union representative will notify the Employer, in writing, that a grievance is forthcoming. The notification will include the name of the grievant and the name of the Union representative, if any; the date of alleged incident giving rise to the grievance; to the extent possible, the nature of the grievance and a request for extension.

c. The Employee will be given an automatic 15-day extension, which will be added to the 30 calendar days of the incident, which is currently allowed under Article XII, entitled Grievance Procedure. If additional time is required, the Employee may request it, either through his/her Union representative or directly to the Employer.

ARTICLE XX

DRUG TESTING

20.1 GENERAL

The Drug Testing Program will be administered in accordance with Department of Health and Human Services (HHS) Guidelines, DOI Manual 370 DM 792, and other applicable guidelines and regulations. When a position is a "testing designated position (TDP)," it will be annotated in the remarks section of the position description, a copy of which is given to the Employee. Upon request, the Union will be provided with a list of positions which are identified as testing designated positions.

20.2 TEST RESULTS

a. When an Employee is notified of a confirmed positive, the Employee will be given an opportunity to explain to the Medical Review Officer (MRO) why the test result was positive. He shall also have the opportunity to provide medical documentation for review by the MRO.

b. When an Employee is notified of a confirmed positive, the Employee shall be given an opportunity to be represented by a Union representative at all meetings concerning the test, if the Employee requests it.

c. In accordance with DOI regulations, any Employee found to be using illegal drugs shall be referred to the Employee Assistance Program for assessment, counseling, and referral for treatment or rehabilitation, as appropriate.

d. Upon request, the Union will be provided with copies of laboratory proficiency test results, which must be requested from the Department of Health and Human Services through the Department of the Interior. If an extension is requested by the Union, timeframes in relation to a grievance will be extended by the amount of time it takes the Employer to provide the information.

ARTICLE XXI

CONTRACTING-OUT WORK

21.1 OMB CIRCULAR A-76 STUDIES

Prior to implementation of any decision to contract-out work, which would require an A-76 Study, and would impact bargaining unit Employees in the State Office, the Employer shall negotiate with the Union to the fullest extent allowed by law. These negotiations shall be conducted in accordance with the terms of Article XXIV, entitled Negotiations.

21.2 IMPACT

Any impact on bargaining unit Employees will be handled in accordance with applicable regulations and other options (i.e., attrition, early-out (if authority approved), RIF procedures and outplacement, etc.).

21.3 APPEAL RIGHTS

The Union has the right to appeal contracting-out determinations under applicable OMB Circular A-76 procedures.

ARTICLE XXII

REPRESENTATION AND OFFICIAL TIME

22.1 GENERAL

a. The Union and the Employer commit themselves to the development of a workplace culture and climate where Union representatives and Management officials have a good working relationship and mutual respect. The Employer and the Union recognize that reasonable time spent by Union officials in the conduct of Union-Management business under the Statute contributes to the development of orderly and constructive labor-management relations.

b. One Union Steward/Official shall be permitted to attend representational functions on official time, unless an exception is granted on a case-by-case basis by the Employer, or unless more than one representative is authorized by specific provisions of this Agreement.

22.2 OFFICIAL TIME

a. For official time purposes, the Employer agrees to recognize Union Officers and one (1) Steward for each Division of the State Office. Union officials shall be granted official time, in reasonable amounts, necessary and in the public interest to perform contract administration and official Union duties which include, but are not limited to:

(1) investigating, preparing, and presenting a grievance at all steps of the grievance procedures;

(2) serving as a Representative and/or witness in a statutory appeal;

(3) representing the Union at formal meetings under 5 USC 7114(a)(2)(A);

(4) serving as non-participating observer at a grievance meeting when an Employee chooses to represent himself/herself;

(5) receiving and investigating a complaint by reviewing relevant documents or interviewing witnesses;

(6) acting as a representative of the Union in examinations pursuant to 5 USC 7114(a)(2)(B) (Weingarten);

(7) preparing for and/or acting as representative in an arbitration hearing; and

(8) preparing and presenting matters to the Federal Labor Relations Authority (FLRA), Federal Mediation and Conciliation Service (FMCS), and the Federal Services Impasse Panel (FSIP). Official time will be granted for Merit Systems Protection Board (MSPB) and Equal Employment Opportunity Commission (EEOC) hearings only if the Union representative

is the designated representative.

b. The Union will be allowed official time to prepare for negotiations under this Agreement.

c. Further, any delay in releasing an Employee which affects time frames controlled by this Agreement, the time will be extended equal to the delay or by mutual agreement.

d. PROCEDURES

(1) A designated Union representative or Employee seeking Union assistance will request advance permission from the immediate supervisor for the purpose of authorized functions as stated in this Agreement. The Employee/Union representative will state the planned time for departure, location to be visited, the approximate time to return and general purpose of the absence. In the event the immediate supervisor is not available, permission will be requested of the acting supervisor, or if unavailable, the next higher level of supervisor in the Management chain.

(2) A Union representative or Employee who wishes to engage in authorized Union representational business in another Employee's work area will obtain the permission of the supervisor of the work area involved before engaging in such activity.

(3) Supervisors will make reasonable efforts to accommodate requests.

(4) If such approval is denied, the manager or supervisor refusing such approval shall give the reasons for refusal to the representative or Employee who was so denied. This information will be committed to writing by both the Employee and the supervisor. If the Union representative is denied official time to attend an appropriate meeting, the Union representative will reschedule the meeting.

(5) Upon return to the work area, the steward/officer shall advise the supervisor. The steward/officer will annotate the time spent on representational functions and ensure that the time is correctly coded on the Time and Attendance Report. Codes to be used are as follows:

(a) LREA: Time spent in the initial, renegotiation and reopening of contract negotiations.

(b) LREB: Time spent in mid-term contract negotiations.

(c) LREC: Time spent by an Employee representative on the ongoing labor-management relationship, etc.

(d) LRED: Time spent by an Employee representative in representing one or more Employees in a grievance or appeal.

Changes in coding will be provided to the Union, as necessary.

(6) If a dispute arises between a designated Union representative or Employee(s) and his/her supervisor or manager concerning the use of official time, the matter will be referred to the Labor Relations Office for resolution.

(7) A reasonable amount of official time is the amount of time that is necessary to accomplish the specific task for which official time is requested, including a reasonable amount of time to travel to and from the task location. No overtime will be paid for travel.

(8) The Union representative or Employee will be authorized the use of his/her work station telephone for initial contact and limited follow-up on representational matters. Time spent on the telephone will be recorded as representational time. The telephone located in the Union office will be used for all other official Union business.

(9) Union representatives and/or Employee(s) testifying or serving as witnesses at appropriate proceedings will be allowed official time.

22.3 RESTRICTIONS ON OFFICIAL TIME

Official time is prohibited for any activity performed by an Employee relating to internal Union business.

22.4 PREPARING DOL AND TAX FORMS

Designated Union officials may use official time to prepare the annual tax forms and financial reports which must be filed with the Department of Labor pursuant to 5 U.S.C. 7100, Standards of Conduct for Labor Organizations.

22.5 REASONABLE OFFICIAL TIME

Reasonable time is defined as up to 300 hours total for all representational duties, excluding contract negotiations, in a fiscal year. In the event the 300 hours are exceeded in a fiscal year, the Labor Relations Officer and the appropriate Union official will meet to determine what is reasonable for the remainder of the fiscal year.

22.6 UNION SPONSORED TRAINING

a. The Employer agrees to grant administrative leave to employees who are Union officials and stewards for the purpose of attending union-sponsored and other training sessions, provided the training is related to the employees in their capacity as Union representatives, is of mutual benefit to both Parties, and the Employee's absence shall not conflict with the Employee's mission. Administrative leave for this purpose will not exceed 200 hours annually.

b. A written request for administrative leave will be submitted at least twenty-one (21)

days in advance by the Union President to the Labor Relations Office with a copy to the employee's immediate supervisor. The request will contain information about the purpose, date and location, nature of the training and the names of employees for which training is requested. A copy of the training brochure, if available, will also be attached to the written request. Travel, per diem and overtime will not be paid for such training. Notification as to whether the training was approved and/or disapproved will be given to the Union in writing at least ten (10) days prior to the training.

c. Records generated by approved requests for administrative leave will be used to determine training hours utilized.

22.7 NFEE NATIONAL REPRESENTATIVE VISITS

The Employer recognizes representatives of the NFFE National Office. When possible, the Union shall notify the Employer in advance of visits to be made by representatives of the National Office, including day and, if possible, time. If there is insufficient time for advance notice, the National Representative will inform the local management representative of his/her visit upon arrival and the expected duration.

ARTICLE XXIII

LABOR-MANAGEMENT RELATIONS COMMITTEE

23.1 PURPOSE

The Employer and the Local Union agree to establish a Labor-Management Relations Committee (LMR Committee), which will consist of two Management and two local Union representatives. The purpose of the committee is to provide an exchange of views between the Parties and to discuss possible problems in the Unit, but shall not be formal negotiation sessions. The Labor-Management Relations (LMR) committee meeting shall not normally be utilized for discussion of individual grievances, but may be used to discuss problems which have led or could lead to grievances.

23.2 MEETINGS

a. Regular Meetings. The LMR Committee shall meet quarterly. Each Party will provide to the other a list of specific items to be discussed about five days before the meeting, so that both Parties may be fully prepared. Meetings will not normally exceed two hours, but may be extended by mutual consent.

b. Special Meetings. If either Party is planning to submit to the Federal Labor Relations Authority a charge of Unfair Labor Practice against the other, the charging Party will first notify the other in accordance with procedures set forth in Article XXV and a special meeting of the LMR Committee will be held within five (5) work days.

23.3 OFFICIAL TIME

Committee members will be on official time. The meeting will take place during regular duty hours and shall be conducted in as short a time as the agenda permits.

ARTICLE XXIV

NEGOTIATIONS

24.1 GENERAL

Both Parties to this Agreement have the responsibility to conduct negotiations in good faith. Both Parties agree to make reasonable efforts to resolve all differences which arise between them during the life of this Agreement. Nothing in this Article shall be construed as either Party waiving any of its statutory bargaining rights.

24.2 SCOPE OF NEGOTIATIONS

a. The Parties agree that the Employer will furnish the Union with proposals concerning changes of conditions of employment and provide the Union with an opportunity to negotiate.

b. If negotiations over the changes in conditions of employment are requested by the Union, the Parties are to meet, or otherwise communicate, at reasonable times on a timely basis. The Parties will bargain in a good faith effort to each agreement with respect to the proposed changes to conditions of employment. Upon completion of negotiations, the Employer will implement the negotiated changes. If negotiations are not requested within the designated time period, the Employer will implement the specific changes.

c. All negotiations will be held in the Nevada State Office, and overtime will not be paid.

24.3 PROCEDURES FOR CONTRACT NEGOTIATIONS

a. The Parties shall be represented by a negotiating team. No more than four (4) members shall be appointed by each Party, unless otherwise agreed.

b. Names of the members on the negotiating team shall be exchanged formally in writing by the Parties as soon as known before negotiations start.

c. Negotiations shall be on official time. The ground rules for contract negotiations shall be negotiated at least thirty (30) days before actual negotiations begin.

24.4 NEGOTIATION PROCEDURES

The following procedures shall be utilized for Impact and Implementation Bargaining:

a. The Employer will notify the Union, in a timely fashion, in writing, of any proposed negotiable changes in working conditions. The notice will include a written proposal of the new or modified change, the proposed implementation date, the method of implementation, all relevant information/documentation readily available to the Nevada State Office and other pertinent aspects of the proposal.

b. Normally, within seven (7) days of receipt of the proposal, the Union will request additional data, or a clarification meeting, or inform the Employer that it wants to negotiate. If the Union wants to negotiate, negotiations will occur prior to the proposed implementation date.

c. If a clarification meeting is requested, the Parties shall select a date to have the meeting. The proposal to negotiate will be submitted within three (3) calendar days of the meeting. Negotiations shall start within five (5) calendar days after receipt of the proposal, unless otherwise agreed to, in writing, by the Parties.

d. The number of members on either negotiating committee shall not exceed three (3), unless otherwise agreed. Each negotiating team may have alternates.

e. Names of the members on each negotiating committee will be exchanged formally by the Parties, in writing, as soon as known, before negotiations start.

f. Negotiation sessions, impasse processes, negotiability appeal and preparation thereof shall be conducted on official time. Preparation time for the team shall be documented on the Time and Attendance Report to negotiations in accordance with the Agreement.

g. Upon reaching agreement on all Articles, a Memorandum of Understanding (MOU) will be prepared by Management and signed by the Employer and Union negotiating team members.

h. The Employer will print and distribute the MOU to appropriate Management officials and Union representatives. The Union may, if it so desires, distribute copies of the MOU to affected bargaining unit Employees.

24.5 NEGOTIATION IMPASSE

When the Parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the set aside items will be reviewed. If agreement is not reached after the final attempt at negotiations, the Parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of mediation do not resolve the impasse, either Party may seek the services of the Federal Service Impasses Panel.

24.6 NEGOTIABILITY QUESTION

When the Employer believes that a matter is non-negotiable, it will so advise the other Party. The Union may then request, in writing, the rationale for this belief. The Employer will reply, in writing, within ten (10) days. The Union has the right to proceed to the Federal Labor Relations Authority. To determine whether or not a compelling need exists (if that is the reason for the claim of non-negotiability), the criteria set out in the Authority's regulations will be used.

ARTICLE XXV

UNFAIR LABOR PRACTICES

25.1 GENERAL

a. The Parties recognize that law and regulation encourage the resolution of Unfair Labor Practice (ULP) allegations in an informal and voluntary manner. To this end, the Party making a ULP allegation shall inform by written submission such intent to the other Party prior to filing a charge with the Federal Labor Relations Authority (FLRA). The charging Party shall allow fourteen (14) calendar days for discussion after receipt of such notification for discussion and/or resolution of the dispute before filing a formal charge with the FLRA.

b. The ULP allegation will be considered settled and resolved if both Parties discuss and mutually resolve the issue, and/or agree that the complainant agrees that a ULP was not committed.

c. If the alleged ULP is not settled or resolved by use of this procedure, the complainant may then proceed to escalate the matter to the FLRA.

ARTICLE XXVI

VOLUNTARY ALLOTMENTS

26.1 GENERAL

a. Members of the Union who are in the exclusive bargaining unit, may authorize payroll deductions of dues by voluntarily executing SF-1187, "Request for Payroll Deductions for Labor Organization Dues" and submitting it to the designated NFFE representative.

b. It shall be the responsibility of the Union to notify the servicing payroll office and the LRO, in writing, of any changes in the amount of the dues withholding.

26.2 CANCELLATION OF ALLOTMENT

Members of the Union who are in the exclusive bargaining unit and who have voluntarily authorized Union dues withholding, may cancel payroll deductions by completing SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues" or by submitting a memorandum, in duplicate, to the Union BLM Vice-President, provided the Employee has been a member for at least one year and the SF-1188 has been submitted within thirty (30) days prior to the Employee's anniversary date of joining the Union.

26.3 CRITERIA FOR NON-ELIGIBILITY

A member of the Union who is in the exclusive bargaining unit shall cease to be eligible for dues withholding under this article, if any of the following situations arise:

- a. Loss by the Union of recognition as exclusive representative;
- b. Reassignment, promotion, or any other personnel action that permanently removes the Employee from the bargaining unit;
- c. Separation of the Employee from active Federal employment for any reason.

26.4 EFFECTIVE DATES

a. The effective date for cancellation of the Employee's membership is the anniversary date, of when the Employee submits the SF-1187 to a Union official for signature.

b. The cancellation shall not be effective until the first full pay period which begins on or after the next established cancellation date of the calendar year after the cancellation is received in the payroll office.

26.5 INSUFFICIENT FUNDS

Union dues shall not be withheld when an Employee's net salary for any pay period is insufficient to cover the dues, after other legal and required deductions have been made.

ARTICLE XXV11

UNION SPACE AND FACILITIES

27.1 GENERAL

It is recognized that the use of Government space and equipment benefits both Parties, however, in the cases of conflict, the mission of the BLM takes precedence.

27.2 MEETING FACILITIES

Upon request and subject to availability, the Employer shall make conference room facilities available for conducting internal Union business at the State Office, provided such use takes place during non-duty hours. The Union shall be responsible for the proper use and care of conference room facilities, as made available and for building security.

27.3 OFFICE SPACE

The Employer agrees to provide the Union with an exclusive office with locking door, a locking 5-drawer file cabinet, 5-shelf book shelf, computer desk with retracting keyboard and mouse tray, phone with voice mail, an ergonomic chair with arms for use at the desk, and a conference table and three chairs.

27.4 BULLETIN BOARD SPACE

The Union will be provided space in the employee break room to place its bulletin board. The bulletin board shall not exceed 3 feet by 4 feet in size.

27.5 OTHER GOVERNMENT EQUIPMENT

a. A designated copy machine shall be made available for use by Union representatives, however, for internal union business, the Union shall provide the paper, in a color other than white. A designated fax machine shall be made available in the personnel office.

b. Use of the Government electronic mail system by Union representatives shall be permitted at the Union Office workstation. E-mail will be used for communicating with the Employer, the NSO LRO, and for representational duties. Use of electronic mail is not permitted for internal Union business.

c. In the Union Office, the Union shall be provided with a UNIX 140 workstation with wordprocessing, e-mail capability and desktop tools and applications. Internet capability is not included. The workstation shall be linked to a shared designated system laser printer. Union equipment and software will be maintained and upgraded consistent with the State Office.

27.8 REFERENCE MATERIALS

The Union and Employees may use from the Human Resources Office, needed publications regarding personnel matters, including OPM publications, LRP CD-ROM System, DOI and BLM Manuals for researching pertinent past and recent legal cases, regulations, etc.

27.9 INTERNAL UNION BUSINESS

Internal Union business, such as attending Union meetings and posting or distributing Union literature, will be conducted when the Union member is in non-duty status. Union representatives will not interrupt Employees work to accomplish internal business.

ARTICLE XXVIII

DURATION AND EXTENT OF AGREEMENT

28.1 EFFECTIVE DATE AND DURATION

a. The effective date of this Agreement and any supplements shall be the date of approval by the Office of the Secretary, Department of the Interior. An Agreement or amendment which has not been approved or disapproved within thirty (30) days from the date of its execution shall go into effect without the required approval of the DOI and shall be binding on the Parties subject to the provisions of law, the 5 USC Chapter 71 and any other applicable law, rule or regulation.

b. The basic Agreement shall remain in effect for three (3) years. The Agreement shall automatically be renewed on the three (3) year anniversary date, and yearly thereafter, unless between one hundred five (105) and sixty (60) days prior to such anniversary date, either Party gives written notice to the other of its desire to modify the Agreement. The notice must be acknowledged by the other Party within ten (10) days. This Agreement shall remain in full force and effect until any changes have been negotiated and approved.

28.2 AMENDMENTS AND SUPPLEMENTS

This Agreement may be amended and/or supplemented after the enactment of new law or policy, which directly affects any provisions of this Agreement, according to Article XXIV, entitled Negotiations, or by mutual consent.

Executed and Recommended for Approval

For the Employer:

For the Union:

Chief Spokesperson, Negotiating Team

Chief Spokesperson, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Date: _____

Approval:

State Director, Nevada

Union President, Local 2174

Date: _____

Approved:

Department of Interior

Date