

BASIC AGREEMENT

BETWEEN

BUREAU OF LAND MANAGEMENT

ROSEBURG DISTRICT

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES

LOCAL 2187

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PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 (CSRA) regarding Federal labor- management relations, the following articles of this basic agreement, together with any and all Supplemental Agreements which may be agreed to at later dates, constitute a total agreement by and between the United States Department of the Interior, Bureau of Land Management, Roseburg District, hereinafter referred to as the RBD and the National Federation of Federal Employees, Local 2187, hereinafter referred to as the Local, representing the employees in the unit described below, hereinafter referred to as Employee or the Employees.

This agreement is entered into pursuant to the Certificate of Representation, dated September 17, 1998.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service, and the well being of employees within the meaning of the Civil Service Reform Act, to establish a basic understanding relative to the personnel policies, practices, procedures, and matters affecting general conditions of employment within the jurisdiction of the RBD, and to provide means for amicable discussion and adjustment of matters of mutual interest.

The parties to this agreement, intending to be bound hereby, agree as follows.

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1.1 - Recognition. The Roseburg District (RBD), whose designated office official is the District Manager, hereinafter referred to as the RBDM, recognize that the Local is the exclusive representative of all employees in the bargaining unit described in Section 1.2 below.

Section 1.2 - Bargaining Unit. The unit to which this agreement is applicable is composed of all non-professional employees of the Roseburg District Office, Bureau of Land Management, Roseburg, Oregon, including employees in the Student Career Experience Program and temporary employees who have received more than one appointment with the District Office excluding all professional employees, management officials, supervisors, employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7), and wage grade employees of the District Road Maintenance Section (DRMS).

Section 1.3 - Supervisor. 'Supervisor' means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgement.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 - Government Regulations. In the administration of all matters covered by this Agreement, the RBD, Local and the employees are governed by existing or future federal laws and government-wide rules and regulations.

Section 2.2 - Management Rights. Nothing in this agreement shall affect the authority of management to determine the mission, budget, organization, number of employees, and internal security practices of the agency, and, in accordance with applicable laws, 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; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; to make selections for appointments to fill positions from among properly ranked and certified candidates for promotion or any other appropriate sources; and to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2.3 - At the election of the agency, negotiations may take place 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 2.4 - The right to make reasonable rules and regulations shall be considered an acknowledged function of the RBD. However, nothing in this Article shall preclude the RBD and Local from negotiating the procedures the RBD will observe in exercising any authority under this Article or appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by the RBD.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 3.1 - 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.

Section 3.2 - 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 including the right 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 the RBD, agency officials, other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 3.3 - Each employee shall have the right to donate to charity and participate in charitable organizations freely and without coercion.

Section 3.4 - 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 voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 3.5 - Employees shall have the right to engage in outside activities of their own choosing without being required to report to the RBD on such activities, except as required by law, regulation, DOI or BLM regulation or policy. No employee will be unlawfully discriminated against by either the RBD or the Local because of lawful political affiliation or labor organization membership.

Section 3.6 - Employees are accountable for the performance of official duties and compliance with standards of conduct of Federal Employees, as set forth in 5 USC Section 2635 and any related DOI or BLM regulation or policy. Consistent with these laws, regulations and policies, employees are entitled to conduct their private lives as they see fit. However, this does not preclude the RBD from taking disciplinary action for off duty misconduct.

Section 3.7 - All coworkers shall be treated with respect, common courtesy, and consideration. Any communication with employee(s) concerning performance or conduct will be done so in a private manner, unless imminent danger exists or is perceived to exist.

Section 3.8 - Each employee may be represented by a representative other than provided by the Local in statutory appeals actions. In these situations, applicable regulations will be followed. An employee may represent himself/herself in a grievance under the negotiated procedure.

Section 3.9 - Consistent with law and regulation, the RBD will request legal representation for any employee against whom suit is brought in a civil or criminal court based upon duties performed by the employee which are within the scope of official duties. Upon request, management will inform the employee(s) being sued of current developments regarding the request for representation.

Section 3.10 - Rules, regulation, manuals and similar documents pertaining to conditions of employment that are maintained by the RBD and the Oregon State Office under which RBD is required to observe and operate, will be available for employees to read.

Section 3.11 - Employees shall be granted reasonable official time to meet with union Representatives for the purpose of offering input on changes in working conditions and participating in grievance procedures. Prior to meeting with a Union Representative, the employee will seek the approval of his/her supervisor. Normally, the supervisor will release the employee unless such release would interfere with workload operations.

Section 3.12 - Employees shall not lose rights to representation due to assignment away from their duty station, scheduled leave, illness, layoff (seasonal, WAE), or other reasons beyond the employee's control. Consideration will be given to extending grievance deadlines upon a timely request for extension from the affected employee or union.

Section 3.13 - Each employee is responsible for the work assigned to them as defined in their official position description and lawful directions of their supervisor. This does not restrict management's right to assign work.

ARTICLE 4

UNION RIGHTS

Section 4.1 - RECOGNITION

- a. The Local is the exclusive representative of the employees in the bargaining unit and is entitled to act for these employees, without regard to union membership, in matters pertaining to conditions of employment and administration of this contract.
- b. The RBD agrees to recognize representatives of the Local for official time purposes as described in this Article. The Local President shall designate a specific Local Representative, on a case by case basis, to represent the Local in negotiations, formal meetings, examinations of employees, grievances, on committees, and other representational functions described in this Article and shall inform the RBD of the designated Representative. The Local President recognizes the need to balance representational activities between Local Representatives from different Resource Areas/Divisions. The Local will provide a written list of all officials and inform the RBD of changes to the list.
- c. The RBD recognizes authorized national and regional representatives of NFFE. Upon arrival at the District, the visiting NFFE representative will sign the official visitor register. Under no circumstances shall these visits interfere with district operations and work. All employees involved in these visits during duty hours shall be on annual leave unless explicitly allowed under Article 3 or 4.

Section 4.2 - REPRESENTATION

- a. The RBD agrees, as described in Article 6, to meet with the Local and negotiate with the Local on any new policy or change in established policy or past practice initiated by management affecting conditions of employment or adversely affecting employees prior to implementation, unless required by statute or government wide regulation.
- b. The Local will be given the opportunity to be represented at any formal discussion between one or more representatives of the RBD and one or more employees concerning any grievance or personnel policy or practice or other general condition of employment. The RBD will notify the Local President before such discussions are held.
- c. If, during the course of an examination of an employee by a representative of the RBD, the employee reasonably believes that the examination could result in disciplinary action against that employee, and the employee requests representation by the Local, the RBD will either terminate the meeting or suspend the meeting and inform the Local President that representation is requested. If the designated representative cannot be made available within 24 hours, the Local President shall designate another representative.

Section 4.3 - USE OF TIME FOR LABOR MANAGEMENT RELATIONS

- a. Local Representative(s), as designated by the Local President, shall be authorized reasonable and necessary official time for negotiations concerning conditions of employment, including attendance at impasse proceedings, during the time that the representative would otherwise be in a duty status. The number of Local Representatives for whom official time is authorized under this subsection shall not exceed the number of individuals designated as representing the RBD for such purposes.
- b. Local Representative(s), as designated by the Local President, shall be authorized reasonable and necessary official time to attend and participate on committees and in meetings established by this agreement or where the RBD invites Local participation.
- c. Local representatives shall be granted reasonable and necessary official time to perform contract administration and representational duties, including, but not limited to:
 - 1. Initial discussion with an employee on a potential problem or grievance, normally not to exceed one hour;
 - 2. Preparing and presenting a grievance in the negotiated grievance procedure, including arbitration, or serve as a non-participating observer at a grievance meeting when an employee chooses to represent himself/herself;
 - 3. Attending formal discussions as described under Section 4.2b above;
 - 4. Attending an examination of an employee as described under Section 4.2c above;
 - 5. Preparing and presenting matters to the FLRA, MSPB, EEOC, FMCS, and FSIP;
 - 6. Communicating with other union officials concerning representational functions described above.
- d. Local Representatives and their supervisors are expected to communicate with each other concerning the use of official time, including information about the representation matter, any confidentiality concerns, the approximate length of time needed, and the location. Both the Local Representative and their supervisor are encouraged to develop a mutually agreeable process concerning the use of official time provided the following two conditions are met:

1. The Local Representative secures his/her supervisor's approval before leaving the work-site on representational work, and
 2. The Local Representative ensures his official time is accurately recorded on his/her time and attendance record.
- e. If the Local Representative cannot be released immediately for work related reasons, the Local Representative will be released as soon as the work requirement is completed or other appropriate arrangements are made. If the delay in releasing the Local Representative is expected to last more than one day, the Local Representative will be given the reasons for the delay.
 - f. When performing representational functions described above, in another RBD work unit, the Local Representative will notify the immediate supervisor of the RBD work unit. If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Local Representative can perform the representational function.
 - g. The RBD will contact the Local President to discuss any perceived conflict between representational functions and RBD assigned work. While it is the responsibility of RBD to initiate discussions regarding impacts of representational functions on achieving the mission, it benefits both parties that they bring to each others' attention any potential conflicts, as early as possible.
 - h. Internal union business, such as soliciting membership, collecting dues, campaigning, electing officers, posting and distributing literature, and union meetings will be accomplished before and after work and on non-duty hours of the employees involved.

SECTION 4.4 - UNION WORK PERFORMANCE

- a. The RBD recognizes the need for Local Representatives to perform their representational functions in accordance with 5 USC Chapter 71 and this Agreement, in addition to their regular duties.
- b. Local Representatives have the right not to be coerced, discriminated against, interfered with, or restrained in performance of their representational functions under this Article. The RBD will not allow a Local Representative's use of official time to be used adversely against the employee.

ARTICLE 5

GRIEVANCE

Section 5.1 - PURPOSE. The purpose of this article is to provide a mutually acceptable method for the prompt and orderly resolution of grievances. The RBD and the Local recognize that most grievances arise from misunderstandings and disputes that can best be resolved at the lowest supervisory level.

Section 5.2 - DEFINITION. A grievance is any complaint from:

- a. Any employee or the Local concerning any matter related to the employment of the employee(s).
- b. Any employee, group of employees, the Local, or the RBD 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.

Section 5.3 - EXCLUSIONS. This grievance procedure shall not apply to the following:

- a. any claimed violation of sub-chapter II of chapter 73 of Title 5 USC (relating to prohibited political activities);
- b. retirement, life insurance, or health insurances;
- c. a suspension or removal for national security;
- d. any examination or certification administered by Office of Personal Management, Department of Interior, or Bureau of Land Management;
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. the termination of a temporary appointment;
- g. the termination of an employee during their probationary or trial period;
- h. the termination of a temporary promotion;
- i. expiration of a term appointment;

- j. reduction in force or furloughs of more than thirty (30) days;
- k. nonselection from a group of properly ranked and certified candidates;
- l. a preliminary warning or notice of action, which, if effected, would be covered by the grievance procedure or statutory appeal procedure;
- m. verbal or written counseling;
- n. reassignments based on unacceptable performance;
- o. the content and application of a performance rating when the overall rating is “Results Achieved”;
- p. a decision to disapprove, modify, or terminate a Flexible Workplace Agreement.

Section 5.4 - LOCAL REPRESENTATION

- a. The Local agrees to counsel the employees as to the validity of potential grievances, whether the grievance is warranted, and whether the remedy sought is believed to be legal, feasible, and appropriate.
- b. Only the Local, or a representative approved by the Local, may represent employees under this grievance procedure. However, any employee or group of employees may personally represent a grievance and have it resolved without representation by the Local, provided that the Local will be given the opportunity to be present at grievance meetings between the employee(s) and the supervisor during the grievance process and resolution. Any such resolution must be consistent with the terms of this agreement.

Section 5.5 - GRIEVANCE PROCEDURE. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The RBD and the Local agree that every effort will be made to settle disputes at the lowest possible level. employees and/or their Representative(s) are encouraged to discuss issues of concern informally with their supervisors prior to initiating formal grievance procedures.

- a. **Step 1.** The formal grievance shall be first taken up with the employee, and or Union Steward if he or she elects to have one, with the employee’s Field/Division Manager within twenty-one (21) calendar days of the incident giving rise to the grievance or the employee’s awareness of the incident giving rise to the grievance. The grievance will be in writing and state the nature of the grievance, cite applicable provisions of the agreement or regulation, and the desired remedy. The remedy must be within the

control of the RBD, appropriate to the issue being grieved, and personally benefitting the employee. The Field/Division Manager shall meet with the employee and/or Union Steward within fourteen (14) calendar days after receipt of the grievance to attempt to resolve the matter. The Field/Division Manager shall issue a written decision to the employee within fourteen (14) calendar days of the grievance meeting.

- b. **Step 2.** If the employee is dissatisfied with the Step 1 decision, the grievance may be pursued to Step 2. The Second Step grievance must be submitted in writing within fourteen (14) calendar days of receipt of the Step 1 decision to the RBDM. The RBDM, or designee, will review the grievance and determine whether a grievance meeting is necessary. Any grievance meeting will be held within fourteen (14) calendar days of receipt of the Second Step grievance. A written decision will be issued within fourteen (14) calendar days after receipt of the grievance, if no grievance meeting is held, or within fourteen (14) calendar days of the grievance meeting, if a grievance meeting is held.

Section 5.6 - GRIEVANCES BY THE RBD OR LOCAL. The RBDM or Local President will notify the other party of a grievance. The grievance shall be submitted in writing, within fourteen (14) calendar days of the incident giving rise to the grievance or the grieving party becoming aware of the incident giving rise to the grievance. The grievance will state the nature of the grievance, cite applicable provisions of the Agreement or regulation, and the desired remedy. Within fourteen (14) calendar days of receipt of the grievance, the RBDM and Local President will meet to attempt to resolve the matter. Within fourteen (14) calendar days of the meeting, the RBDM or Local President will issue a written decision on the grievance to the other party. If the RBD or Local is not satisfied with the response, they may invoke arbitration using the procedures set forth in this Agreement.

Section 5.7 - TIME FRAMES. The intent of this procedure is to resolve problems. The parties agree to process grievances within the time limits allowed. If a Party is unable to process a grievance within the time limits allowed, the party shall request an extension. Time limits may be extended by mutual agreement of the parties. Failure by the employee or the union to meet the time limits or to request and receive an extension of time shall automatically cancel the grievance. Failure by the responding official to meet the time limits, or to request and receive an extension of time shall entitle the grievant to process the grievance to the next step.

Section 5.8 - NON-GRIEVABLE ISSUES. Should either party declare a grievance non-grievable or untimely, the original grievance will be considered amended to include this issue. If arbitration is invoked, all disputes of grievability or timeliness will be referred to the arbitrator as a threshold issue in the case.

Section 5.9 - 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 the parties. Any such resolution may be reviewed by RBD and the Local 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.

ARTICLE 6

ARBITRATION

Section 6.1 - RIGHT TO ARBITRATION. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Local or the RBD may refer the issue to arbitration. The request to refer an issue to arbitration must be in writing, signed by the President of the Local, or the RBDM to be valid. The request for arbitration must be filed within fourteen (14) calendar days of the decision of the RBDM or the President of the Local.

Section 6.2 - SELECTING THE ARBITRATOR. Within fourteen (14) calendar days of receipt of a valid arbitration request, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) 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. Parties shall meet within fourteen (14) calendar days after the receipt of such list to select an arbitrator. The moving party strikes first and then the parties alternate.

Section 6.3 - FEES AND EXPENSES. Each party shall bear the expense of preparing and presenting its own case, including all costs and fees unless specified in this agreement.

- a. The arbitrator's fees and expenses for the first arbitration under this agreement shall be paid 75% by the RBD and 25% by the Local.
- b. The arbitrator's fees and expenses for subsequent arbitrations shall be shared equally by the parties.
- c. Transcript costs shall be paid by the party requesting the transcript. If both parties request a transcript, the cost shall be shared equally.

Section 6.4 - ARBITRATION PROCESS

- a. Within three (3) work days of the selection of an arbitrator, the parties will meet and attempt to clarify the specific issues for arbitration that have been raised during the grievance procedure.
- b. 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 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. By mutual agreement the parties may use an expedited hearing procedure.
- c. The parties may mutually agree on "stipulation of facts to the arbitrator", or either party may request a hearing.
- d. An arbitration hearing will be held at a mutually agreed upon location during the regular work hours of the basic work week.

Section 6.5 - TIME LIMIT. The arbitrator will be advised that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the RBD and the Local as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.

Section 6.6 - ARBITRATOR'S AUTHORITY

- a. The arbitrator's decision shall be in writing and shall be final and binding and the remedy shall be effected in its entirety, provided it is in accordance with law, rule, and regulation.
- b. The arbitrator shall not have authority to add to, subtract from, or modify: (1) any of the terms of this agreement or any supplement thereto, or (2) any law, rule, or government-wide regulation. The arbitrator shall have the full benefit of review of laws, federal regulations, Department of the Interior, and Bureau of Land Management published policies and regulations.
- c. In considering grievances, the arbitrator will hold the party invoking arbitration to the following burden of proof, consistent with 5 USC 7701(c)(1).
 1. For matters of unacceptable performance a burden of substantial evidence will be used.
 2. For matters concerning adverse actions or other matters appealable to the MSPB, a burden of the preponderance of the evidence will be used.
- d. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations.

Section 6.7 - EXCEPTIONS. An exception to the arbitrator's decision must be filed with FLRA in accordance with applicable regulations. If no exception is filed, the arbitrator's decision and remedy will be effected within 30 days following receipt of the arbitrator's decision.

Section 6.8 - NECESSITY OF WITNESSES. Questions raised as to whether a witness(es) is necessary will be resolved by the arbitrator. Employee witnesses shall be on official time.

ARTICLE 7

MID TERM BARGAINING

Section 7.1 - During the life of this agreement no regulation or policy, other than statute or government wide regulation, shall be enforced if it conflicts with any portion of this agreement and was not in effect on the date this agreement takes effect, unless mutually agreed to by the parties through negotiations.

Section 7.2 - In accordance with Section 7.1 above, the parties agree that the RBD retains the right to make reasonable work rules and policies if they are not in direct conflict with this agreement, subject to the following procedures:

- a. The employer will notify the union, in writing, at least fourteen (14) calendar days in advance of changes in conditions of employment, except in emergencies or other uncontrollable conditions. The notification will include the proposed change, the implementation date, and the name of a contact person with whom a Local representative may discuss the proposed change.
- b. The union will review the proposal and may request to negotiate. Any request to negotiate will be submitted in writing to the employer within seven (7) calendar days after receipt of the proposed change. Any such request to negotiate will state whether the union requests a clarification meeting and/or contain any union's request for data under 5 USC 7114(b)(4), including the particularized need for such data. Within seven (7) calendar days of the request to negotiate, the clarification meeting or the employer's response to the data request, whichever is later, the union will submit written proposals to the employer.
- c. If a request to negotiate is not received within seven (7) calendar days, or the union does not submit written proposals within seven (7) calendar days of the request to negotiate, clarification meeting or the employer's response to the data request, the employer may implement the proposed change without further notification to the union.
- d. When the union timely requests negotiation, the employer shall delay the implementation of the proposed change until such time as the Parties reach agreement on all negotiable issues connected with the change, unless an emergency or overriding exigency exists requiring management to implement change prior to agreement. Negotiations shall be conducted on official time during the regular administrative work week unless otherwise agreed.

Section 7.3 - Thirty (30) days prior to the end of the first year of this Agreement, either the RBD or the Local may request mid-term bargaining. Such mid-term bargaining will be limited to two issues per party. The request to bargain will be in writing and contain the following information:

- a. The proposed change;
- b. The reason for the request;
- c. The expected impacts of the issue(s) in question; and
- d. Whether or not a permanent change to the Basic Agreement is expected or anticipated.

The party receiving the request for mid-term bargaining will have fourteen (14) calendar days to respond to the request.

Section 7.4

- a. When the parties 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 completed, the set aside items will be reviewed jointly by the parties. If agreement is not reached after a final attempt on negotiations, the parties may seek the services of the FMCS. When mediation does not resolve the impasse, either party may seek the services of the Federal Service Impasse Panel.
- b. In the event impasse is invoked during negotiations, no change in personnel policies, practices, or conditions of employment will be implemented except in order to take whatever actions may be necessary for the functioning of the RBD.

Section 7.5 - When the RBD believes that a matter is non-negotiable, and upon written request from the Local, it will advise the Local in writing of its rationale for such belief. The Local has the right to proceed to the Federal Labor Relations Authority in accordance with Chapter 71 of 5 USC, and/or may seek services of the FMCS or other ADR resources.

ARTICLE 8

POSITION DESCRIPTIONS and CLASSIFICATION

Section 8.1 - Policy. Each employee shall have a position description which is accurate as to title, series, grade, and which clearly states major duties. A position description is deemed to be accurate when the principle duties, knowledge requirements, and supervisory relationships are described and it covers eighty (80) percent or more of the work situation. All major duties must be covered in the eighty (80) percent or more of the work situation.

Section 8.2 - An employee who believes his/her position description no longer accurately states their major duties and responsibilities, may submit a written request for review, including a summary of the points to be reviewed, to his/her supervisor. The supervisor will then review the position description for accuracy and present his/her findings to the employee within thirty (30) days from the employee's request for review. In conducting the review, the supervisor will consider the employee's written and oral comments. If the supervisor finds the position description to be inaccurate, the supervisor shall forward a revised position description to the servicing personnel office for classification. If the supervisor feels the position description is accurate, the employee may request the servicing personnel office officially review the position, which could include a desk audit. This request will be done in writing and will include all the documentation from the original request, including the employee's comments and the supervisor's response. This official review by the servicing personnel office shall be completed within sixty (60) days of the receipt of the employee's request for review. If the employee is not satisfied with the results of the review, he/she may grieve in accordance with Article 5. The employee may request union representation during discussions with management during this process.

Section 8.3 - Position Description Changes by RBD. Whenever management proposes to modify the position description of any employee in the unit, that employee will be given the opportunity to review and discuss the proposed change. The employee may request union representation during this discussion.

Section 8.4 - Classification Appeals. Upon an employee's request, the classifier will discuss a classification decision with the employee. Any employee who does not agree with the servicing personnel office classification decision will follow the established classification appeals process.

- a. Wage grade employees may appeal a classification decision through the agency classification appeal process. If dissatisfied with that decision, the employee may then appeal to OPM.
- b. General Schedule employees may appeal a classification decision through the agency classification appeal process and if dissatisfied with that decision, the employee may appeal to OPM, or the employee may appeal directly to OPM, but not both.

ARTICLE 9

EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM (EPMS)

Section 9.1 - The RBD and the Local recognize the right and obligation of the RBD to evaluate the performance of all employees in accordance with Chapter 43 of Title 5 United States Code, 5CFR 430, Departmental and Bureau regulations, and this Agreement.

Section 9.2 - In establishing critical results and performance indicators, the supervisor will encourage input from the employee. It is the rating supervisor's responsibility to ensure that critical results and performance indicators are developed and communicated in writing to the employee annually or within thirty (30) days after change of position. The critical results and performance indicators shall be documented on the appropriate form and signed by the employee and rating supervisor. Further amendments may be made during the rating year, and these amendments will be noted with the employee's and rating supervisor's initials. The employee's signature or initials means that the critical results and performance indicators have been communicated to the employee and that the employee has received a copy of the performance appraisal form.

Section 9.3 - Performance indicators and critical results must be consistent with the duties and responsibilities contained in the employee's position description and/or current assignment(s). They must permit the accurate evaluation of the job performance. To the greatest possible extent, objective criteria will be used.

Section 9.4 - The rating supervisor is an individual with administrative authority for the employee and who has knowledge of the employee's work performance. Performance ratings should make allowances for work related factors beyond the employee's control.

Section 9.5 - The rating given employees shall be fair and equitable and prepared in accordance with the following:

- a. The rating supervisor will discuss the employee's job performance with the employee in private surroundings at least twice per year between initiation and closeout in compliance with BLM 1400-430, or at a midpoint range of the appraisal period when a position change occurred after the beginning of the rating year.
- b. If the rating supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived. The rating supervisor will suggest ways the employee can improve their performance. When such discussions are documented by the rating supervisor, a copy of that documentation will be given to the employee at the employee's request. Such documentation shall not be grievable.
- c. The rating of record will be documented on the appropriate form.

ARTICLE 10

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 10.1 - In accordance with the appraisal system required by 5 USC 4302, an employee may be reduced in grade or removed for unacceptable performance under 5 USC 4303, 5 CFR Part 432, Departmental and Bureau regulations, and this Agreement. This article does not apply to temporary and probationary employees.

Section 10.2 - Performance Improvement Period. Before initiating an action to remove or downgrade an employee, the employee will be placed on a Performance Improvement Plan (PIP). A PIP is formal means for developing a written strategy to assist an employee in improving deficient performance to an acceptable level. The PIP will:

- a. Identify specific critical results and related performance indicators where the employee's performance is not acceptable.
- b. Inform the employee of what is required to improve their performance to an acceptable level.
- c. Identify actions the employee's supervisor should take to help the employee improve their performance, which may include but is not limited to, on-the-job training, counseling by the supervisor, other counseling, formal training, or developmental assignments to gain appropriate experience.
- d. Specify the period of time which will be given to improve performance (at least thirty [30] calendar days). The amount of time necessary to provide a reasonable opportunity for improving will depend on the circumstances in each case.

Section 10.3 - Throughout the entire PIP process there should be frequent communication between the employee and the supervisor.

Section 10.4 - Normally within thirty (30) calendar days after the end of the performance improvement period, the employee shall be notified in writing whether their performance has improved to an acceptable level. If the employee's performance is acceptable, the employee will be informed that future instances of unacceptable performance in the same critical results may result in a proposal to remove or demote the employee without serving another PIP. If the determination is that the employee's performance is unacceptable, management may reassign the employee or, as set forth below, propose to remove or demote the employee. Reassignments due to unacceptable performance are not grievable.

Section 10.5 - Notice of Proposed Action. An employee whose reduction in grade or removal is proposed is entitled to at least thirty (30) calendar days advanced written notice that informs the employee of:

- a. The nature of the proposed action.
- b. The specific instances of unacceptable performance by the employee on which the proposed action is based and the critical results involved in each instance of unacceptable performance.
- c. The time frame in which they may make a written and/or oral reply.
- d. The right to be represented by a union representative, an attorney, or other representative.

Section 10.6 - At the end of the proposed notice period a decision to retain, reduce in grade, or remove will be made. It will be made by a higher level official than the proposing official. The decision letter to reduce in grade or remove an employee will specify the instances of unacceptable performance on which the removal or reduction in grade is based and shall inform the employee of their applicable grievance or appeal rights.

Section 10.7 - Withholding a Within-Grade-Increase. Level of competence determinations will be made in accordance with 5 CFR 531 and BLM Regulations.

- a. Advancement to the next higher step of the employee's grade shall be earned when the employee has:
 1. met the waiting period requirements;
 2. not received an equivalent increase during the waiting period, and
 3. has a current summary rating of achieved.
- b. A negative level of competence determination shall be communicated to an employee, in writing, within thirty (30) calendar days after completion of the waiting period. The written notice will set forth the reasons for the negative determination and the respects in which the employee must improve his or her performance in order to be granted a within-grade-increase. The written notification will inform the employee that they can request reconsideration of the negative determination by the reconsideration official, and that the matter is not grievable concurrently with any reconsideration.

- c. An employee may request reconsideration of a negative determination by filing, not more than fifteen (15) calendar days after receiving notice of determination, a written response to the negative determination setting forth the reasons the reconsideration official should consider.
- d. Reconsideration decisions denying an employee's within-grade-increase are grievable.

ARTICLE 11

DISCIPLINARY AND ADVERSE ACTION

Section 11.1 - General

- a. For purposes of this Agreement, disciplinary and adverse action shall be defined as letters of warning, reprimand, suspensions, removals, reductions of pay or grade and furloughs of more than 30 days. Verbal and written counseling sessions conducted by the supervisor with employees are not considered discipline.
- b. Discipline shall be based on just cause and in accordance with applicable law and regulations.
- c. In determining the appropriate corrective action for misconduct, the supervisor should consider appropriate factors, also known as the “Douglas Factors, found at Douglas vs VA, 5 MSPR 280 (1981). The employer will not allow instances of misconduct to continue merely to increase the severity of the penalty.

Section 11.2 - Procedures

- a. When the employer becomes aware of a possible or actual misconduct, the supervisor may at their discretion, conduct an inquiry and/or discuss the matter with the employee(s). Such discussion shall be in private with the employee(s) involved and the employee’s representative, if requested by the employee.
- b. Letter of Warning or Reprimand:
 1. A letter of warning or reprimand will be issued directly to an employee and will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take corrective action.
 2. The employee may make a written statement or explanation that will be retained with the letter of warning (one [1] year) or reprimand (two [2] years) as part of the record. At the supervisor's discretion, these letters may be removed earlier.
- c. Suspensions of Fourteen (14) calendar days or less:
 1. Upon receipt of the proposed suspension, the employee will be allowed fourteen (14) calendar days to respond to the charges orally and/or in writing, and submit affidavits or other documentary evidence.

2. Within thirty (30) calendar days of the employee's response, or expiration of the reply period, whichever comes last, the deciding official will issue a written decision in the matter.
- d. Suspensions of more than fourteen (14) calendar days, reductions in grade or pay, furloughs of more than thirty (30) days and removals:
 1. The employee will be provided with a least thirty (30) calendar days advance written notice stating the specific reasons for the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed.
 2. The employee will be allowed fourteen (14) calendar days, to respond to the charges orally and/or in writing, and submit affidavits or other documentary evidence.
 3. Within thirty (30) calendar days of the employee's response, or expiration of the reply period, whichever comes last, the deciding official will issue a written decision in the matter stating their rationale for the decision.
 - e. Extensions for replying to notice of proposed action must be requested in writing by the employee or his/her designated representative. Consideration will be given to extending the deadline to reply to a proposed action for valid reasons such as workload, availability of designated representative, illness and accidents, death in family, and jury duty.
 - f. Employees may grieve discipline or adverse action. In the case of a suspension of more than fourteen (14) days, removal, reduction in grade or pay, or furloughs of more than thirty (30) days, employees may either appeal to the MSPB or grieve, but not both.

Section 11.3 - Availability of Records. Upon request by the employee, or their designated representative, copies of all documentation used by the RBD in support of the action will be provided.

ARTICLE 12

INCENTIVE AWARDS

Section 12.1 - The goal of the Incentive Awards Program is to encourage employees to maximize their individual efforts in contributing to the mission of the RBD.

Section 12.2 - A supervisor receiving a written nomination for an award for one of their employees will respond to the person(s) making the nomination within twenty-one (21) calendar days with at least a minimum response of: 1) will pursue; 2) will not pursue, or 3) a request for more information.

Section 12.3 - All written and verbal communication concerning award nominations shall be handled and considered as private matters between the nominator, the supervisor, and any awards personnel until the award is approved.

ARTICLE 13

MERIT PROMOTION, DETAIL, FILLING OF VACANCIES

Section 13.1 - General

- a. It is agreed that RBD will use the skills and abilities of employees, consistent with duties and responsibilities, mission requirements, merit principles, and laws and regulations. All actions under this article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age or disability as required by law.
- b. Merit promotion procedures will be in compliance with 5 CFR 335, DOI and BLM Merit Promotion and Placement Policy, and all other regulations in effect at the time of placement action.

Section 13.2 - Vacancy Announcements. Information on jobs advertised for open competition will be available to employees through an electronic distribution system, local announcement, or other format that provides adequate notification to interested applicants.

Vacancy Announcements within the control of the RBD and open for competition outside the local commuting area shall be open a minimum of fourteen (14) calendar days.

Vacancy Announcements within the control of the RBD and limited to competition within the local commuting area shall be open a minimum of five (5) calendar days. In cases where the Vacancy Announcement is open less than fourteen (14) days, employees will be notified via email of the vacancy five (5) calendar days prior to the opening date of the announcement.

Section 13.3 - Career Opportunities. When deemed appropriate, RBD will advertise positions at grades below their full grade level to enhance career opportunities or temporary promotion opportunities. Additionally, where practicable, RBD will use interest announcements for detail assignments within the RBD. Vacancies will be evaluated to determine if they are suitable to be filled as upward mobility or fill at less than full-performance level positions. Factors such as full-performance level, immediate job assignments and production needs, stabilization/creation of career ladders, and RBD's ability to meet mission objectives should be taken into consideration.

Section 13.4 - Information. Upon request, applicants will be provided information as to whether they met the basic qualification requirements for the position (including time-in-grade), whether their name was referred to the selecting official, and the name of the person selected. Candidates who were referred to the selecting official but were not selected may request information from the selecting official as to what they can do to improve their chances in future competition.

Section 13.5 - Merit Procedures. RBD recognizes the benefit of promoting from within the bargaining unit whenever appropriate.

Section 13.6 - Accretions of Duty. An accretion of duties occurs when the following conditions are met:

- a. The new position retains the major duties of the old position and the old position is abolished;
- b. The new position is in the same organization and retains the same supervisor or leader as the old position;
- c. The new position does not involve the addition of project leader, group leader, team leader, or supervisory duties to a formerly non-supervisory or non-leader type position.
- d. The employee occupying the position has performed the new duties for at least one year.

If a review of the position reveals that there has been an accretion of duties which would result in a higher grade, the RBD may choose to eliminate or redistribute the higher graded duties. If it is the RBD's decision that the employee perform these new and higher graded duties, the employee will be non-competitively promoted to the new position, unless more than one employee is assigned to the same position description, or if another employee(s) is performing essentially the same duties. In cases where more than one employee is assigned to the same position description or performing the same duties, the new position will be filled through competitive procedures. If the RBD non-competitively promotes the employee into the new position, the RBD will submit the paperwork for the non-competitive promotion within thirty (30) calendar days of the date the position is classified.

Section 13.7 - Details and Temporary Assignments

- a. In the interest of effective employee utilization, details to positions or work assignments will be based on a bona fide need and will be consistent with applicable regulations and the merit system. Details and temporary assignments may be used to meet emergencies or situations occasioned by abnormal workloads, changes in mission or organization, cross-training, to expand employee capability and improve skill mix, and absence of personnel or vacancies prior to permanent placement action.
- b. When an employee is detailed from their position of record to another position, and the detail lasts more than thirty (30) calendar days, the detail will be documented on an SF-52 in the employee's OPF and a copy given to the employee. Experience gained in details will be credited in qualification considerations when the employee applies for positions within the RBD and the employee documents the detail on their application.

- c. When an employee is temporarily assigned to a higher graded position for more than thirty (30) consecutive calendar days, but no more than one hundred twenty (120) calendar days, the employee shall be temporarily promoted into and receive the rate of pay of that position commencing on the thirty-first (31) day. The employee must be qualified to fill the position on a permanent basis and meet time in grade requirements for the position. If an employee is temporarily assigned to a higher grade position expected to continue longer than thirty (30) calendar days should be temporary promoted into position immediately.
- d. When an employee is assigned additional duties for more than one hundred twenty (120) consecutive calendar days the employee should consider getting their position description reevaluated as prescribed in Article 8.
- e. If RBD is unable to honor an employee request for a detail assignment within the RBD, the RBD will consider the employee for future detail assignments within the RBD. Upon written request by the employee, RBD will furnish a written explanation of why the detail was denied.

Section 13.8 - Career-Ladder Promotions. Competitive procedures are not applicable for career promotion when competition was documented at an earlier stage. Except as provided below, employees within a career ladder will be promoted to the next higher grade level in the career ladder as soon as they have met the time-in-grade requirements, completed any mandatory training required for promotion, and are performing at the level of the grade to which promoted. If a supervisor's review leads to the conclusion the employee's work does not warrant a promotion or that other circumstances exist that may delay a promotion, the supervisor will provide a notice to the employee in writing sixty (60) calendar days before the employee is eligible for the promotion. The written notice will explain where the employee's performance is lacking and advise as to what the employee must do to qualify for the promotion. If delays are for reasons other than performance, they will be explained in the advance notice.

ARTICLE 14

EMPLOYEE ORIENTATION

Section 14.1 - The RBD agrees to inform each new employee of their bargaining unit status and that the Union (Local 2187) is the exclusive representative of employees. The RBD will provide each new employee a copy of this contract with the RBD employee orientation packet. A section, prepared by the union, will be included in the orientation packet for bargaining unit employees.

Section 14.2 - When the RBD conducts new employee orientation sessions, a union representative will be allowed a reasonable amount of official time to make a presentation to bargaining unit employees.

ARTICLE 15

EQUAL EMPLOYMENT OPPORTUNITY

Section 15.1 - The RBD and the Local agree to abide by the principle of equal employment opportunity as stipulated in Section 717 of the Civil Rights Act of 1964 and other laws, rules, and regulations governing Federal employees. The administration of this agreement shall not unlawfully discriminate against any employee because of age, race, color, religion, national origin, sex, sexual orientation, or mental or physical disability.

Section 15.2 - The RBD agrees to make available to the union and employees annually the OR/WA Affirmative Employment Plan, a description of the EEO compliant process, and a list of current Oregon EEO Counselors.

Section 15.3 - Employees believing that they have an EEO complaint may process their complaint through the departmental EEO complaint process or the negotiated grievance procedure, but not both. Employees will have a reasonable amount of official time to discuss the pre-complaint counseling issues with the designated EEO Counselor. The employee may request to be represented by a Union Representative in the EEO process. Under these circumstances, it is understood that the Union Representative is not acting as an EEO Counselor.

Section 15.4 - The Local will be given the opportunity to have a participant as a member of the RBD EEO/Human Rights Committee.

ARTICLE 16

EMPLOYEE ASSISTANCE PROGRAM

Section 16.1 - The RBD and the Local mutually recognize the benefits of an Employee Assistance Program (EAP) as a valuable resource for everyone. Employee's voluntary use of EAP programs are encouraged by the RBD and Local to identify and manage problems before they reach a crisis level.

Section 16.2 - The Employee Assistance Program for RBD is operated by a contract EAP provider. Eligible participants, types of assistance, confidentiality, and publicity for the EAP program are governed by the EAP contract. Employees encountering problems with service or satisfaction in dealing with the contract EAP provider should report them to the servicing personnel office.

ARTICLE 17

HOURS OF WORK

Section 17.1 - Tour of Duty

- a. It is the policy of the RBD to utilize various types of work schedules permitted by Bureau policy and procedures for the purpose of maintaining and improving work force efficiency, productivity, service to the public, reducing costs, maintaining coverage to provide service to internal and external RBD customers while taking into account flexibility for meeting employees' needs, and enhancing or improving morale.
- b. A scheduled tour of duty is required for each employee regardless of which work schedule is used and must be approved in advance by the employee's supervisor. The scheduled tour of duty and any subsequent changes are authorized on BLM Form 1400-72.
- c. The traditional work schedule is the basic work week. In addition, the RBD has approved the use of two (2) types of alternate work schedules: flexible and compressed. Approved flexible schedules are gliding, variable day, variable week, and maxiflex. Approved compressed schedules are the 4/10 schedule and the 5/4-9 schedule. The parties agree that alternate work schedules (AWS) will be used according to the guidelines and 5 USC 6120-6133.
- d. The RBD may be required to limit work to eight (8) hours or change work schedules on a given day when weather, work load, public needs, or other conditions warrant the change. The RBD may make short term changes in AWS. The changes will be made fairly and equitably in the work unit affected. Every effort will be made to plan work to minimize disruption to an employee's work schedule.
- e. The RBD retains the right to assign employees to particular shifts and work schedules. The RBD may, in some situations, require an employee to convert to a different work schedule for work related reasons or to curb abuses. The RBD will provide the employee the reason(s) for the schedule change prior to the pay period in which the change would be implemented.

Section 17.2 - Overtime/Compensatory Time

- a. Overtime shall be requested and authorized as per BLM Manual 1400-550 and other appropriate regulations. Employees shall be compensated for any partial hour worked in increments of 1/4 hour. The first consideration for overtime will ordinarily be given to those employees who are normally assigned to do the work. In the event the employee is not able to work overtime due to reasons beyond the employee's control, the RBD

will attempt to accommodate that request. The Local may request from the RBD a list of overtime distribution for employees showing their overtime for the leave year. In no case will overtime work be assigned to any employee as a reward or punishment. If a qualified employee expresses willingness to work fire assignments, which normally include overtime, the supervisor shall attempt to accommodate the employee's request so long as the request does not interfere with the employee's workload.

- b. If standby duty is required, the RBD will first ask for qualified volunteers before assigning standby duty to an employee. Any employee assigned standby duty will be paid according to BLM 1400-610.14.
- c. Employees actually called in to work outside of the time connected to their work schedule shall be paid a minimum of two (2) hours overtime pay.
- d. When a non-exempt employee has been authorized to work overtime, they may request overtime pay or compensatory time in lieu of overtime. However, all overtime pay and compensatory time is subject to applicable regulations, including those for employees exempt and non-exempt from the FLSA.

ARTICLE 18

FLEXIBLE WORKPLACE

Section 18.1 - General. Both the RBD and the Local agree that under certain conditions, the flexible work place concept can be advantageous to both the Federal Government and employees of the RBD. Suitability for participation in the Flexible Workplace Program shall be based on an employee's actual job content and not on the employee's job title or type of appointment. employee participation is voluntary and subject to management approval. Working at home or other alternative work-sites must be in accordance with OPM, GSA, and GAO requirements.

Section 18.2 - Criteria. Employees requesting a flexible work place arrangement must demonstrate that the following criteria are met:

- a. The performance of work at home or other alternative work-site must be advantageous to the Federal Government and not solely for personal choice or convenience.
- b. Performance of duties do not require close supervision.
- c. It must be determined that the use of an alternative workplace will not reduce productivity, diminish customer service, increase cost, or otherwise hamper operations.
- d. The employee must have a safe and adequate alternative work-site that is free from interruptions and that provides the necessary level of security and protection for Government property. The employee is responsible to ensure that dependant care arrangements are made so as to not interfere with work.
- e. A schedule of work time and inventory of job assignments to be performed at the employee's duty station and alternative work-site must be developed between the employee and the supervisor.

Section 18.3 - Other Guidance.

- a. Existing rules regarding hours of duty, scheduling work and overtime apply to the flexible workplace. Time and attendance will be recorded as performing official duties at the official duty station. Employees must follow established procedures in obtaining approval for the use of leave, credit hours, and overtime.
- b. Standards must be established to provide reasonable assurance that employees are working when scheduled and actual work performance can be measured against established quantity and quality norms. Managers, supervisors, and employees must clearly define specific tasks and expectations.

- c. Equipment required and whether this equipment is to be furnished by the Federal Government or the employee, including maintenance and servicing of the equipment, must be spelled out in the flexiplace agreement.

Section 18.4 - An employee wishing to participate in the Flexible Workplace Program shall submit a written request to their supervisor. The written request shall address the criteria contained in Sections 18.2 and 18.3 above, include a job inventory which identifies the tasks to be performed at the employee's official duty station, and the tasks which could be performed at the employee's alternative work-site. The request shall also address administrative concerns such as equipment to perform at the alternative work-site, cost to the government, liability, accidents or injuries, home inspections, etc.

Section 18.5 - If approved, a written agreement must be prepared and signed by the employee, supervisor, and manager. The agreement will specify the length of time it will remain in effect, not to exceed ninety (90) days. The agreement must also specify a work schedule showing the days and times the employee will be working at their official duty station and the days and times they will be working at the alternative work-site. The agreement shall also contain an inventory of job assignments to be performed at the employee's duty station and alternative work-site.

Section 18.6 - Participation in the Flexible Workplace Program is not an employee benefit but an alternative method the RBD may approve to accomplish the work of the District. The employer's decision to disapprove, modify, or terminate a Flexible Workplace Agreement is not grievable. However, the employer will provide the employee with a reason, in writing, for the decision to disapprove, modify, or terminate a Flexible Workplace Agreement. An employee may terminate participation in the Flexible Workplace Program at any time. An employee may not be required to use their home as an alternative workplace.

ARTICLE 19

TRAINING

Section 19.1 - The parties recognize the need for training to maintain the competence of the workforce and to accomplish BLM Programs. The RBD is responsible for implementing training to assist employees in improving their efficiency and competence. employee's are responsible for utilizing assigned training assignments to maintain proficiency in connection with assigned duties.

Section 19.2 - On-the-Job-Training. If an employee is assigned to train another employee, the impact of this assignment will be taken into consideration when reviewing and/or completing the employee's EPPRR.

Section 19.3 - Expenses. If funding is available, the RBD agrees to reimburse an employee's expenses for tuition, books and lab fees to attend RBD approved, job related courses, during non-work hours in accordance with existing policies and regulations. To be eligible for reimbursement, the employee will obtain approval from his/her supervisor prior to the start of the class and will satisfactorily complete the class.

Section 19.4 - Use of Equipment. The RBD agrees to make available to employees enrolled in approved, job related training courses, BLM equipment items such as calculators and computers for use on the premises of the RBD at mutually agreeable times during the employee's non-duty hours.

Section 19.5 - Travel to Training. The RBD will try to schedule the time spent traveling to and from training within the regularly scheduled work week of the employee. It is recognized that in some cases an employee may be required to travel outside the regularly scheduled workweek; but, when this is necessary, the employee will be paid in accordance with their overtime entitlement under 5 USC Chapter 51 or FLSA, as appropriate.

Section 19.6 - Union-Sponsored Training. Union officials shall be on official time for up to Forty (40) hours per Local Representative, but not to exceed One hundred sixty (160) hours total for the Local during the first year of the Agreement and not to exceed one hundred twenty (120) hours total for the Local during the remaining years of the Agreement, to attend training providing the subject matter of the training is of mutual benefit of the RBD and the Local. The Local agrees to provide the RBD at least seven (7) days advance notice of such training, including an agenda describing the training, and the names of the union officials who will attend. The Local will ensure that no more than two representatives from a single Resource Area/Division attend training at any one time. Additional training time may be approved on a case by case basis if it is determined by the RBD and the Local that additional time is of mutual benefit.

Travel and per diem is not authorized for such training. However, subject to availability, the Local may use a government owned or leased vehicle to travel to such training.

ARTICLE 20

VOLUNTARY ALLOTMENT OF UNION DUES

Section 20.1 - PROCEDURES. The RBD shall deduct union dues from the pay of employees in the bargaining unit, subject to the following provisions:

- a. The Local agrees to procure form SF-1187, "Request and Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.
- b. The Local President or Secretary/Treasurer will certify on each SF-1187 that the employee is a member in good standing in the Local, insert the amount to be withheld, and submit completed SF-1187 to the servicing personnel office.
- c. The Local President shall notify the servicing personnel office when the Local'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 twelve (12) month period.
- d. Allotments will normally be effective at the beginning of the first full pay period after receipt of SF-1187's by the servicing personnel office.
- e. The Local will promptly notify the servicing personnel office in writing when a member of the Local is expelled.
- f. The BLM agrees to have the servicing payroll office prepare a biweekly remittance check and forward it to the officer designated by the Local. The check will be for the total amount of due's withheld for that pay period.
- g. The BLM will submit with the remittance check a listing of employees from whom deductions were withheld and the amounts withheld. The employee is responsible for notifying the RBD of any dues allotment that should be stopped because the employee is no longer included in the bargaining unit due to specific exclusion as stated in Article 1, Section 2. This does not preclude the employer from initiating this action on its own. The employer will notify the Local if and when such action is initiated.

- h. A member may voluntarily revoke an allotment for the payment of dues by filling out a form SF-1188. "Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues", and submitting it directly to the servicing personnel office. After receipt of such notice by the servicing personnel office, revocation will become effective the first full pay period following the anniversary date of the employee's original authorization (SF-1187). The RBD will make every effort to inform the Local of revocation of allotments for payment of dues.

ARTICLE 21

CONTRACTING OUT WORK

Section 21.1 - The RBD and the Local agree the RBD has the right under 5 USC 7106 to determine how work may be done to accomplish the mission of the agency. The RBD will follow the appropriate laws, rules, and regulations when making decisions on contracting out.

Section 21.2 - The RBD will inform the Local when RBD proposes contracting activities which will cause the separation of a current employee or adversely affect the grade and pay of a current employee.

Section 21.3 - If contracting out adversely impacts bargaining unit employees, the Local and the RBD may negotiate on appropriate arrangements for such employees.

ARTICLE 22

SAFETY AND HEALTH

Section 22.1 - RBD and the Local mutually agree to cooperate in a common effort to create and maintain safe and healthy working conditions to minimize accidents, and to prevent lost work time due to illness or injury. A Safety and Health program will be administered in accordance with BLM and DOI rules and all applicable Federal rules and regulations including the Occupational Safety and Health Act of 1970. Employees involved in activities or representation pursuant to this Article shall be considered on official time for such activities. Employees will make every effort to comply with Federal Safety Laws - (e.g. OSHA) and District, State, and Bureau safety policies.

Section 22.2 - The Local shall be allowed to designate one Representative to serve on any RBD Safety Committee. If the Safety Committee represents a specific organizational unit such as a Resource Area or Division, the Union Representative will be from that Resource Area or Division.

Section 22.3 - When an employee is in a situation where there would be exposure to a serious safety or health hazard, the employee may avoid the hazard and promptly notify the supervisor. The supervisor shall inspect the work area or hazard, and ensure that the work is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If the employee disagrees with the supervisor's determination regarding the safety of the work area, an appraisal shall be obtained from the RBD Safety Officer or designee before proceeding. The Local will be notified of the Safety Officer's determination within five (5) work days of the Safety Officer's review and will be provided documentation of the review upon request.

ARTICLE 23

FURLOUGH AND REDUCTION-IN-FORCE

Section 23.1 - The decision to conduct a furlough or a reduction-in-force (RIF) is a management right, and will be administered by the RBD in accordance with existing or future applicable laws and regulations. In the spirit of partnership, the RBD will consider the Local's input concerning techniques to minimize the impacts to employees as well as the employer.

Section 23.2 - When management has made a decision to furlough or RIF and prior to notification of affected employees, the RBD agrees to notify the union of the proposed implementation of a furlough or reduction-in-force (RIF). The RBD agrees to provide the following information to the Local concerning a proposed furlough or RIF upon request:

- a. The reason for the action;
- b. The numbers, types, and grades of employees involved or affected;
- c. The anticipated effective date of the action;
- d. Any additional information requested by the Local consistent with applicable laws and regulations.

The RBD agrees to inform affected employees of the progress and impacts of any furlough or RIF action throughout the process.

Section 23.3 - Outplacement. The RBD agrees that in the event of a RIF where employees are separated, an active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills and experience. The RBD and union will endeavor to make employees aware of the outplacement program and will jointly encourage each employee to see that their employment application is up to date as soon as a RIF is announced. Employment applications will be used to consider employees for vacancies for which they are qualified or could qualify within ninety (90) days of placement and the RBD has decided to fill. This section applies only to career or career conditional employees.

ARTICLE 24

UNION SPACE AND FACILITIES

Section 24.1 - Internal Mail Services. The Local will present internal mail addressed and ready for delivery to the mail room. All mail addressed to the Local will be delivered to the Local's mailbox.

Section 24.2 - Bulletin Board. The Local will be assigned the use of one bulletin board for the posting of union notices and literature. All material will be in good taste and contain no personal attacks. The Local will maintain the bulletin board in a timely fashion, assuring that out of date material is removed promptly.

Section 24.3 - Space. The RBD will allow the Local to use surplus file cabinets, when available and mutually agreed to by the parties. The Local may request to use work areas and office space, when available, for interviewing or other representational functions, provided such use does not interfere with the accomplishment of RBD work operations.

Section 24.4 - Equipment. The Local may use copy machines, fax machines, telephones, computers, and internal mail to carry out its representational functions as described in Article 4, Section 3, provided such use does not interfere with the accomplishment of RBD work operations. The Local agrees to comply with Departmental, Bureau, State Office, and District policies concerning proper Internet and e-mail use.

Section 24.5 - Copies of the Agreement. The RBD will provide thirty (30) copies of the Agreement to the Local. A copy of the contract will be kept available for the use of employees in each Resource Area and Division. When available, the Local will be allowed to post information such as the negotiated agreement and a list of union representatives on the RBD Intranet page.

Section 24.6 - Policies and Regulations. Manuals, rules, and regulations covering employees, which are on hand in the District Office, will be made available to representatives of the Local upon request. The Local will make every effort to avoid disrupting normal work processes when using this material.

Section 24.7 - Meeting Facilities. Upon request and subject to availability, the RBD will make conference room facilities in the Main Office available for conducting Local meetings during non duty hours. The Local will be responsible for the proper care and use of the conference room facilities.

ARTICLE 25

PAST PRACTICES

Section 25.1 - It is agreed and understood that this Agreement supersedes any past practices and understanding which were in effect on the effective date of this Agreement at any level (District, Resource Area, and Division) and which are specifically covered by this Agreement.

Section 25.2 - Past practices not covered by this agreement which have become an integral part of working conditions shall remain in effect unless the RBD moves to modify them. The Local will be afforded the opportunity to negotiate, as appropriate, and the practice shall be maintained in status quo pending the conclusion of the negotiation, unless it becomes necessary to implement a change prior to the conclusion of said negotiation.

Section 25.3 - For a past practice to be binding on the RBD, it must concern a condition of employment, be clear, be known and consistently followed by both parties for an extended period of time, followed by both parties or followed by one party and not challenged by the other a substantially long duration, and be consistent with law and Government-wide regulations.

ARTICLE 26

DURATION OF AGREEMENT

Section 26.1 - The effective date of this agreement, amendments and revisions, shall be the date it is signed by the Office of Secretary of Interior or thirty (30) days after 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 three (3) year period on the third anniversary date thereafter unless between sixty (60) and one hundred five (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.

Section 26.2 - This agreement may be amended and/or supplemented at any time by mutual agreement of both parties or within a reasonable time after the enactment of any new law or regulation which is inconsistent with the provisions of this agreement. Any such amendments or supplemental agreements negotiated under this provision shall be in writing and become effective upon signature and shall remain effective concurrent with the basic agreement.

The undersigned have caused this agreement to be enacted.

FOR THE EMPLOYER:

Chief Negotiator

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

FOR THE LOCAL:

Chief Negotiator

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

APPROVAL:

District Manager – Roseburg

Local President

APPROVAL:

Director, Office of
Personnel Policy

Date