

**NEGOTIATED AGREEMENT**

**Between  
Bureau of Reclamation  
Mid-Pacific Region  
and  
National Federation of Federal Employees, Local 951**

Effective Date: JAN 24 2006

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## **PREAMBLE**

Under the policy set forth by the Civil Service Reform Act of 1978, including amendments regarding Federal Labor-Management Relations, the Articles of this Agreement, together with any and all agreements and/or Amendments which may be agreed to at later dates by the representatives of the Parties at the appropriate level, constitute the total Agreement. The PARTIES are the United States Department of the Interior, Bureau of Reclamation, Mid-Pacific Region (Management) and the National Federation of Federal Employees, IAMAW, Local 951 (Union).

The PARTIES recognize the importance of building a constructive and cooperative relationship which will aid in achieving the mission of the Bureau of Reclamation. They are jointly committed to serving the public interest by promoting "good Government." They are committed to the use of consensual decision-making and interest-based problem solving to achieve the effective conduct of public business and the well being of employees.

The PARTIES recognize that both the well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment.

The PARTIES agree that public interest demands the highest standards of performance and conduct. The Parties further agree to pursue the continued development and implementation of modern and progressive work practices to facilitate and improve the efficient accomplishment of Government operations. This Agreement should promote the ease and efficiency of Management's operation. Therefore, the PARTIES are committed to following both the letter and the intent of the Articles contained in this Agreement.

# ARTICLE 1

## RECOGNITION AND UNIT DESIGNATION

Bureau of Reclamation recognizes that NFFE, Local 951 is the exclusive representative of the employees in the following units:

Included: All Professional and nonprofessional General Schedule (GS) employees of the Bureau of Reclamation, Mid-Pacific Regional Office, who are located at 2800 Cottage Way, Sacramento, CA.

All professional and nonprofessional GS employees of the Bureau of Reclamation, Mid-Pacific Region, Central Valley Operations Office, who are located at 3310 El Camino Ave, Suite 300, Sacramento, CA.

All nonprofessional GS and Wage Grade employees of the Bureau of Reclamation, Mid-Pacific Region, Central California Area Office at Lake Berryessa.

All Professional and nonprofessional GS employees of the Bureau of Reclamation, Mid-Pacific Region, Northern California Area Office.

Excluded: Professional employees of the Mid-Pacific Regional Office, Central Valley Operations Office, and Northern California Area Office holding time-limited temporary appointments;

Professional employees located at the Central California Area Office at Lake Berryessa.

All supervisors, managers, employees in excepted indefinite and conditional appointments, and others excluded by U.S.C. 7112(b) (2) (3) (4) (6) and (7).

Nonprofessional GS employees at 2800 Cottage Way and 3310 El Camino Ave, Sacramento, CA, the Central California Area Office at Lake Berryessa, and the Northern California Area Office holding limited appointments of 90 days or less.

## ARTICLE 2

### PROVISIONS OF THE AGREEMENT

1. **Effective Date:** The effective date of this agreement is JAN 24 2006 This agreement and any subsequent amendments shall become effective on the date of approval by the Secretary of the Interior or on the 31st day after execution of this Agreement if the Secretary of the Interior has neither approved nor disapproved the Agreement.

2. **Duration:**

a. It will remain in effect for a three year term, automatically renewing itself on the day after the anniversary of the expiration date, unless either party serves the other with written notice, not more than one hundred twenty (120) calendar days nor less than ninety (90) calendar days prior to the expiration date, of its desire to modify this Agreement.

b. When such notice is given, the Parties shall meet for the purpose of negotiating the amendments or modifications. Such notice shall include the bargaining interests of the requesting party. The Parties agree that a good faith effort will be made to meet to discuss the proposal(s) within ninety (90) days of receipt by either party. The Parties further agree that this time frame may be extended by mutual consent.

3. **Amendments:** Amendments may be made to correct mistakes, reflect changes in law, policies or pertinent regulations, or clarify the intent and meaning of any part of this agreement upon mutual consent of the parties.

4. **Orientation:** Orientation of employees to the Agreement may be arranged by the Parties.

5. The parties agree that joint contract training will be provided to both managers and employees within ninety days (90) of the effective date of this agreement.

6. Upon certification of an add-on Bargaining Unit or an amendment to an existing Bargaining Unit, the Parties agree that joint contract training will be provided to the affected managers and employees within ninety days (90) of the effective date of the certification.

7. In paragraphs 5 and 6 above, the parties may meet to develop necessary working arrangements for various Articles of this Agreement.

8. **Termination:** This agreement and amendments to it will terminate effective on any date on which it is determined that the Union is no longer entitled to exclusive recognition. The Union shall be so advised in writing.

## ARTICLE 3

### DEFINITIONS

For the purpose of this Agreement, the terms listed below are defined as follows:

**Agency:** Department of the Interior

**Amendment:** Modification of the basic agreement by adding, deleting or changing portions, sections, or articles contained herein.

**Agreement:** The abbreviation for the Negotiated Labor Management Agreement between U.S. Department of the Interior, Bureau of Reclamation, MP Region and National Federation of Federal Employees (NFFE), Local 951.

**Applicable Rules and Regulations:** Refers to government wide policy.

**Bargaining Unit Employee:** Employees of the bargaining unit exclusively represented by Local 951 of the National Federation of Federal Employees may be used interchangeably with "employee".

**Complaint:** Request for adjustment (essentially all problems, troubles, etc.) brought to the attention of a Union representative before it is thoroughly investigated to determine whether it is a valid grievance, appeal, unfair labor practice, etc.

**Conditions of Employment:** Personnel policies, practices, and matters whether established by rule, regulation, or otherwise effecting working conditions of members of the bargaining unit, except that such term does not include policies, practices, and matters relating to: (a) political activities prohibited under sub-chapter III of Chapter 73 of Public Law 95-454, October 13, 1978; (b) the classification of any position; or (c) the extent such matters are specifically provided for by federal statute.



**Day:** Unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.

**Dues:** Fee and assessment collected by the Union.

**Effective Date:** The date of approval by the Secretary of the Interior or on the 31st day after execution of this Agreement if the Secretary of the Interior has neither approved nor disapproved the Agreement.

**Employee:** A member of the bargaining unit represented by Local 951, National Federation of Federal Employees, used interchangeably with bargaining unit employee.

**Emergency Situation:** Means any situation that is temporary in nature, that poses sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond Management's reasonable control or ability to anticipate.

**Exclusive Representative:** The National Federation of Federal Employees, Local 951.

**Group:** In the organizational sense means a functional area supervised directly by a first-line supervisor.

**Impasse:** The inability of representatives of the MP Region and the Union to arrive at a mutually agreeable decision concerning matters discussed or negotiated through the negotiation process.

**Management:** Means all levels of Management to which the Bureau of Reclamation, MP Region assigns managerial or supervisory responsibilities.

**Midterm Negotiations:** Bargaining changes affecting conditions of employment during the life of this Agreement which are not in conflict with this Agreement.

**MP Region:** Means Mid-Pacific Regional Office of the Bureau of Reclamation to include Central Valley Operations Office, Central California Area Office at Lake Berryessa and Northern California Area Office employees as defined in Article 1.

**Negotiation:** Means the mutual obligation of the Parties to bargain in a good faith effort to reach agreement with respect to conditions of employment.

**Partnership:** Means a joint process whereby the Union and Management work together cooperatively to better achieve Reclamation goals and meet employee interests by identifying and mutually resolving problems and improving their day-to-day working relationships.

**Parties:** Means Management and Union collectively.

**Personnel Action:** Means an action which requires issuance of a formal document (SF-50) through which a change in employment conditions or status of an employee is requested, recorded and documented.

**Professional:** Means an employee engaged in the performance of work: (a) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning (as distinguished from knowledge acquired by general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities); (b) requiring the consistent exercise of discretion and judgment in its performance; (c) which is predominantly intellectual and varied in character (as distinguished from routine, mental, mechanical, or physical work), and (d) which is of such character the output produced or the results accomplished by such work cannot be standardized in relation to a given period of time, or an employee who has completed the courses of specialized intellectual instruction and study described above and is

performing related work under appropriate direction or guidance to qualify the employee as professional employee described above.

**Reclamation:** Means the entire Bureau of Reclamation.

**Service Computation Date:** For purposes of seniority in this Agreement, Service Computation Date is the date reflected on the SF-50 in an employee's Official Personnel Folder (OPF).

**Statute:** The federal service Labor-Management Statute, Chapter 71, U.S.C. included as part of the Civil Service Reform Act of 1978.

**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 judgment. [5 USC 7103(a) (10)]

**Supplement:** Additional articles negotiated during the term of this agreement. Supplements to the negotiated agreement may not delete, change or otherwise nullify any provisions of the negotiated agreement.

**Union/Union Official or Representative:** Means NFFE, Local 951, Local Officers of the Union, Union Stewards, and other authorized representatives designated by the President of the Local.

**Weingarten Right:** Precedent case which allows employees to be represented at investigatory meetings.

**Written Notice:** Written notice includes e-mail.

## ARTICLE 4

### EMPLOYEE RIGHTS

1. The Parties agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, assures equal treatment of employees, and maintains high standards of employee performance.

**2. Rights:**

a. 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 rights include the right:

(1) to act for the National Federation of Federal Employees in the capacity of a representative and the right in that capacity to present the views of the National Federation of Federal Employees to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities;

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees, and;

(3) to invest their money, donate to charity, and participate in similar types of activities freely and without coercion.

b. An employee has the right to be represented by the Union at any meeting when the employee has a complaint concerning conditions of employment.

c. An employee may be represented by an attorney or other representative other than the National Federation of Federal Employees, of the employee's own choosing, in any appeal action

not under the negotiated grievance procedure. The employee may exercise grievance or appellate rights which are established by law, rule, or regulation.

d. When exercising the above rights and other rights under this Agreement, employees will be granted a reasonable amount of official time for initiating, reviewing, preparing, and presenting the grievance.

**3. Nondiscrimination:** No employee will be discriminated against by either the MP Region or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

**4. Right of Representation:** The employee has the right to be represented by the Union at:

a. Any "formal" discussion between one or more representatives of management and the employee(s) or their representative concerning any grievance or personnel policy, practices or other general conditions of employment; or

b. Any examination of the employee by a representative of management in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against the employee and

(2) The employee requests representation.

Bargaining unit members shall be annually notified of their "Weingarten" representation rights. In employee relations situations which entail an investigatory interview, the parties recognize their respective responsibilities to provide accurate guidance if a bargaining unit member initiates a "Weingarten" representation request.

5. An employee may request reassignment at any time. Management will consider the request and will respond in writing within 30 days, stating the reasons for the decision. When the request is due to conflict with his/her supervisor and the employee has tried to resolve the conflict, the employee may request the assistance and intervention of higher level Management. Management will intervene, as appropriate, and such intervention may include counseling, training, team building, details, reassignment, or physically separating the employees in conflict for a "cooling off" period, as some of the methods of resolving the conflict.

6. Employees shall not be given warnings or statements of disapproval, counseled on conduct or unacceptable performance, or given verbal warnings except in a setting that protects confidentiality. In special job related situations involving safety and/or well being of employees, immediate public admonishment is appropriate, e.g., co-worker harassment or safety violations.

7. Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of the Union except pursuant to a voluntary, written authorization by an employee for the payment of dues through payroll deductions. The MP Region shall not discipline or otherwise discriminate against any employee because he/she has filed a complaint or given testimony under the Act, the grievance procedure contained herein, or any other available procedure for redressing wrongs to an employee.

## ARTICLE 5

### UNION RIGHTS AND REPRESENTATION

#### 1. Representation:

a. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.

b. The MP Region Union President, or his/her designee will be the primary Union contact for the representatives of management.

c. For the purpose of administration of this Agreement, the MP Region agrees to recognize representatives of the NFFE National Office in lieu of or in addition to Local officials.

d. NFFE will provide Management with a list of names and EC (electronic communication) addresses of all NFFE officers.

**2. Union Representatives:** The Union has the right to designate bargaining unit representatives. The designated Union representatives and their designation as points of contact will be given in writing to Management. Management will recognize representatives designated by the Union.

a. The Union will designate one President who will be the Union contact for Management concerning conditions of employment for the MP Region.

b. The MP Region agrees to recognize eight (8) stewards for bargaining unit members. Normally no more than two (2) stewards shall be appointed from any one division or office. The Parties agree that a review of steward designation will be performed annually on the contract anniversary date and, upon the

request of the Union, the parties will open mid-term negotiations on the number and allocation of stewards. The Union shall submit justification or rationale for adjustment.

**3. Official Time:** The Parties agree that administration of this Agreement is of mutual benefit. Therefore, when the parties agree that a Union representative is needed to resolve complaints and Labor Management issues, they will be paid appropriately as mandated by applicable law or case law for the time spent administering this Agreement.

a. Union officials will be granted official time to perform the following representational functions:

(1) Performing general representational and contract administration functions.

(2) Receiving, reviewing, preparing, and presenting grievances.

(3) Handling employee third party complaints such as FLRA, MSPB.

(4) Contacting other Union officers regarding aforementioned functions.

(5) Formal Discussions.

(6) Preparing reports required by 5 U.S.C. 7120(c).

(7) Monthly consultation of approximately four (4) hours per month per steward. The consultation will normally take place on the first working Thursday of each month from 0700 to 1100 a.m. The Union will notify the affected managers ten (10) calendar days in advance of any change in the day and/or time of the consultation. Official time for this consultation will be authorized if



the employee is otherwise in a duty status. The Union agrees that if the steward is in a duty status, and the actual consultation lasts less time than the four hours authorized, stewards will be released and directed to report back to duty.

(8) Reviewing Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.

(9) Preparing for negotiations.

(10) Negotiating.

b. Travel and per diem will be paid to designated Union officials who are employees and performing representational functions as specified in this agreement when the travel serves the convenience of the MP Region or otherwise is in the interest of the government.

c. Officers and stewards using official duty time for representational functions shall report all time so used in accordance with prescribed timekeeping procedures and supervisory instructions.

#### **4. Release Procedures for Use of Official Time:**

a. Union Officials and their supervisors are expected to communicate with each other on the use of official time including information about the representational matter, any confidentiality concerns, the approximate length of time needed, and location. Both are encouraged to agree to ongoing arrangements regarding use of official time which are suitable to their circumstances.

b. If the Union Official cannot be released immediately due to work-related reasons pertaining to mandatory short-term coverage and/or the critical mission of the functional area, the Union Official will be released as soon as the mandatory work requirement is met or other appropriate arrangements are made.

Ordinary workload will not preclude the release of the Union Official. Failure to comply with a request to be released could result in the filing of an Unfair Labor Practice (ULP).

c. When performing representational functions with employees at their worksites, the Union Official will notify the immediate supervisor before visiting an employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union Official can visit the employee.

**5. LWOP for Union Positions:**

a. The agency recognizes the obligation to return an employee to duty at the expiration of approved leave without pay in a position and rate of pay to which the employee is entitled in accordance with government-wide rules and regulations.

b. Accrual of retirement status and coverage under the Federal Employees Group Life Insurance (FEGLI) and Federal Employees Health Benefits Program (FEHB) to the extent they are entitled such benefits.

c. Employees on LWOP will be afforded the right to compete for their position during a reduction-in-force according to government-wide rules and regulations.

6. The Union has the right to represent an employee or group of employees in presenting a grievance or other appeals, excluding the Equal Employment Opportunity process, or when raising matters of concern with Management, and to invoke arbitration.

**7. Formal Discussions:** The Union President or Steward will be given reasonable notice of, and provided reasonable time to be present at, formal discussions. A formal discussion is any meeting between one or more representatives of the MP Region and one or more bargaining unit employees concerning any grievance,

personnel policy or practice, or other general condition of employment. The Union will be given the opportunity to attend and participate when the Union deems appropriate. Discussions between supervisors and employees concerning the course of day-to-day business in the work unit shall not be considered formal discussions. Examples of formal discussions include, grievance meetings (see Article 9), orientation meetings (see Article 13), and Employee Rights (see Article 4).

8. The Union shall not call or engage in a strike, work stoppage, or slow down, or engage in prohibited picketing, or condone any such activity by failing to take affirmative action to prevent or stop it. If any picketing activity should be conducted, employees shall not refuse to report to work.

9. **Restraint:** There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act, or applicable regulations.

## ARTICLE 6

### MANAGEMENT RIGHTS

1. In the administration of all matters covered by this Agreement, the Parties and the employees are governed by existing or future laws, regulations required by statute implemented during the term of this agreement, and existing regulations issued by Federal agencies.

2. **Reserved Management Rights:** Subject to 5 U.S.C. 7106 Management Rights, nothing in Chapter 71, Labor Management Relations shall affect the authority of any management official of the Mid-Pacific Region to:

a. Determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and

b. In accordance with applicable laws:

(1) to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

3. The exercise of Management's rights does not abrogate the Union's right to negotiate:

a. procedures which management officials of the MP Region will observe in exercising any authority under this Article; or

b. appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106(b) of Chapter 71, Title 5 of the U.S. Code by such management officials, nor does it affect grievance rights as established by Article 9.

**Nonabridgement Clause:** The provisions of this Agreement shall not nullify or abridge the rights of employees or the Union to grieve or appeal the impact of the exercise of Management rights set forth in this Agreement through appropriate channels.

## ARTICLE 7

### USE OF OFFICIAL FACILITIES AND SERVICES

1. The Union shall be responsible for the proper use and care of the facilities, services, and equipment provided in this Article. Union representatives will use the most economical efforts to resolve representational matters by use of telephones, mail, or telecommunications whenever practical.

#### 2. Union Use of Electronic Communication Systems:

a. Union officials employed by the MP Region will be allowed to use Electronic Communication (EC) to communicate with NFFE Officers and members of the bargaining unit as provided for in this section. Use of EC will be consistent with applicable laws and regulations. Electronic communication is defined as e-mail, internal website, fax and phone systems. Additional EC may be furnished by the MP Region (e.g. pagers, cellular phones, lap top computers, etc.) subject to negotiations at the appropriate level.

b. Union officials will be authorized to use EC for representational purposes as defined in Article 5 (3a). Such use will be permitted on official time.

c. EC accounts used by Union officials shall be confidential. Management will not initiate access of any Union accounts except for internal security investigation or deleting the account. Prior to deletion, the Union will be notified and be given an opportunity to be present.

#### 3. Mail Service:

a. The internal mail distribution service of Management shall be available for reasonable use by the Union.

b. For representational functions, Management will provide and pay for mail service the MP Region utilizes.

**4. Bulletin Boards:**

a. Electronic bulletin board space for posting notices and literature, limited to NFFE use only, will be available where there is an employee information electronic bulletin board.

b. Additional bulletin boards and/or space may be negotiated.

**5. List of Employees:** Management agrees to furnish to the Union, usually not more than quarterly, an up-to-date list of employees in the organizational unit showing name, position, title, BUS code, FLSA code, and official duty station as requested by the Union.

NOTE: A list of bargaining unit employees may be provided to the Union at any time upon request.

**6. Publications:** Management agrees to provide to Union representatives and employees reasonable access to publications such as the Reclamation Manual, Federal Personnel Manual Handbooks, Position Classification Standards, and other publications available in MP Region offices. The Reclamation Manual and Handbooks dealing with personnel policies and practices and working conditions and related Reclamation materials will be provided to NFFE upon request, if not available electronically.

**7. Use of Government-owned or leased vehicles:**

a. Government-owned or leased vehicles may be used for representational functions (to include Union-sponsored training as defined in Article 29) for which official time is used, provided a vehicle is available or a Government vehicle with a space available is already scheduled to the same destination.

b. If a Government vehicle is not available, a Union official may use a privately-owned vehicle. Mileage will be paid at the maximum rate.

c. If a Government vehicle is available and a Union official chooses to use a privately-owned vehicle, the mileage will be paid at the appropriate rate.

8. Management will provide exclusive, secure office space located in room W-1615 at 2800 Cottage Way. Furniture, such as standard systems furniture to include a desk, 3 two-drawer filing cabinets with locking mechanisms, flipper bin, two chairs, and a Reclamation IT standard computer with access to the LAN will be provided.

**9. Printing and Distribution of Negotiated Agreement:** The Union will be provided with sufficient copies of the negotiated agreement to distribute for every member and new employee of the bargaining unit as they occur. Additionally the Union will be provided with sufficient copies to provide to the parent Union organization.

**10. Membership Drives:** Upon request and subject to normal security limitations, the union shall be granted authority to conduct up to two membership drives at any location within a one (1) year period, up to 45 days duration each, before and after duty hours, and at break periods and lunch periods. Upon request, Management shall provide the Union with available, reasonable and visible space, tables, bulletin boards, and easels for use in such drives.

**11. Conference Room:** Conference rooms will be made available to the Union for internal union meetings.



## ARTICLE 8

### LABOR-MANAGEMENT COOPERATION

**Labor-Management Committee:** The purpose of the committee will be to discuss matters of mutual concern, contract administration issues, and make a bilateral effort to resolve problems identified which are in the control of the local parties to resolve. These meetings should be held at least once every three months for the duration of the agreement. The appropriate management representative(s) will meet with the Local 951 President and the chief steward or their designees.

## ARTICLE 9

### GRIEVANCE PROCEDURE

1. **Common Goal:** The purpose of this Article is to provide a mutually acceptable method for the prompt resolution of grievances filed by the Parties and/or employees. The Parties agree that most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and public interest.

2. **Definitions:** Grievance means any complaint:

a. by any employee concerning any matter relating to employment of the employee;

b. by any labor organization concerning any matter relating to employment of any employee; or

c. by any employee, labor organization, or MP Region management official concerning -

(1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

3. **Exclusions:**

a. This grievance procedure does not apply to:

(1) Any claimed violation of 5 U.S.C. Chapter 73, Subchapter III, relating to prohibited political activities (Hatch Act);

- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal under 5 U.S.C. 7532 (national security reasons);
- (4) Any examination, certification, administered by Office of Personnel Management;
- (5) Appointments;
- (6) The classification of any position which does not result in the reduction in grade or pay of an employee;
- (7) Reduction-in-force or furloughs of more than thirty (30) days;
- (8) Separations during a probationary or trial period (This exclusion shall be null and void should a change in case law occur which approves or provides for grievances of this nature.);
- (9) Separation or reduction in grade taken against specific employees who have no statutory right to appeal those adverse personnel actions to the MSPB (This exclusion shall be null and void should a change in case law occur which approves or provides for grievances of this nature.);
- (10) Bills of Collection issued to employees;
- (11) Collections from Accountable Officers (unless case law makes it grievable);
- (12) Determinations of exempt/non-exempt status and claims for compensation under FLSA;
- (13) Non-selection for promotion from a group of properly ranked and certified candidates;

(14) An allegation or complaint of discrimination;

(15) Non-adoption of a suggestion; disapproval of quality step increases; performance awards or other kinds of discretionary or honorary awards;

(16) Verbal counseling sessions between supervisors and employees;

(17) Individual actions pertaining to RIF.

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 or actions for unacceptable performance to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeal process, provided that the employee has not filed a grievance in writing on the matter in accordance with this Agreement. In the event MSPB accepts the appeal of an employee who has filed a grievance in writing, the grievance will be canceled.

#### **4. Resolution:**

a. Most grievances arise from misunderstandings or disputes which can be resolved promptly and satisfactorily. In order to resolve grievances at the lowest level, the participants are encouraged to have open discussions. However, discussions prior to and throughout the grievance process do not extend any time frames unless mutually agreed to in writing.

b. The Parties agree that an employee's grievance will normally end upon termination of the employee's employment with the MP Region. A grievance may continue if personal relief to the employee may be granted after termination of employment, or upon the death of the employee unless the involves a question of pay.

**5. Application:** A grievance may be filed by any employee or a 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 Union provided that the Union will be given an opportunity to be present at all formal discussions in the grievance process. Any resolution must be consistent with the terms of this Agreement. Upon request of either Party, the number of representatives at representational meetings will be equal. Management will approve additional Union representatives when reasonably appropriate. The Parties agree to keep the number of participants at the meetings to a necessary minimum.

**6. Employee and Union Procedure:**

**a. Grievance Fact Finding:** Early identification and resolution of problems is recognized as an effective and desirable way of preventing grievances. Employees are encouraged to identify issues as they develop. The Union may elect to engage in fact finding prior to initiating the grievance process. Grievance fact finding does not extend any time frames for initiating the grievance process unless mutually agreed to in writing.

**b. Grievance Process:**

**Step 1:**

(1) The informal complaint will be taken up in writing by the grievant and/or the assigned Union Representative with the first line supervisor or equivalent within thirty (30) days of the date of a particular act or employment condition or the date the grievant became aware of it.

(2) **The written grievance must contain:** (a) name of grievant; (b) specific nature of the grievance; (c) the provisions of

the Negotiated Agreement believed to have been violated or improperly applied; (d) the corrective action required; and (e) the name of the Union representative. The remedy or outcome sought shall focus on direct redress of the grievance and may not include a request for disciplinary action for another employee. A copy of the grievance will be provided to the supervisor and the Labor Relations Officer.

(3) A written decision will be provided to the grievant and Union within ten (10) days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 2.

Step 2:

(1) If the grievant is dissatisfied with the resolution given in Step 1, the grievant may submit the grievance in writing within fifteen (15) days after receipt of the decision of the Step 1 grievance to the grievant's Division Chief, Area Manager or Office Manager, as appropriate to the grievant's supervisory chain.

(2) The written grievance will contain items a. through e. as specified in Step 1 and specification of unresolved issues and the relief requested. A copy of the grievance will be provided to the manager and the Labor Relations Officer.

(3) A meeting may be held to resolve, discuss, or clarify facts and issues that may impact the decision, when mutually agreed by the Parties.

(4) A written decision will be provided to the grievant and Union within fifteen (15) days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 3.

Step 3:

(1) If the grievant is dissatisfied with the decision given in Step 2, the grievant may submit the grievance in writing within fifteen (15) days after receipt of the decision of the Step 2 grievance to the grievant's Area Manager or to the Office of the Regional Director, as appropriate to the grievant's supervisory chain.

(2) The written grievance will contain items a. through e. as specified in Step 1 and specification of unresolved issues and the relief requested. A copy of the grievance will be provided to the appropriate Area Manager or Office of the Regional Director and the Labor Relations Officer.

(3) A meeting may be held to attempt to resolve, discuss, or clarify facts and issues that may impact the decision when mutually agreed by the Parties.

(4) The official listed above shall render a written decision to the grievant and the Union within fifteen (15) days of receipt of the Step 3 grievance but with an automatic twenty (20) workday extension upon request of management. The decision shall be the final MP Region decision on the grievance. Included with the decision shall be a statement indicating that if the grievance is not resolved, the Union may refer the matter to arbitration in accordance with Article 10.

Step 4:

In cases where the third step grievance was made to an Area Manager, and the grievant is dissatisfied with the decision given in Step 3, the grievant may submit the grievance in writing within fifteen (15) days after receipt of the decision of the Step 3 grievance to the Office of the Regional Director.

(1) The written grievance will contain items a. through e. as

specified in Step 1 and specification of unresolved issues and the relief requested. A copy of the grievance will be provided to the appropriate Area Manager or Office of the Regional Director and the Labor Relations Officer.

(2) A meeting may be held to attempt to resolve, discuss, or clarify facts and issues that may impact the decision when mutually agreed by the Parties.

(3) The official listed above shall render a written decision to the grievant and the Union within fifteen (15) days of receipt of the Step 4 grievance but with an automatic twenty (20) workday extension upon request by management. The decision shall be the final MP Region decision on the grievance. Included with the decision shall be a statement indicating that if the grievance is not resolved, the Union may refer the matter to arbitration in accordance with Article 10.

c. If in any step of 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 it will not be considered as one of the steps.

d. **Expedited Grievance Procedure:** At the discretion of the Union, grievances filed in response to a written decision to take a disciplinary or adverse action under 5 U.S.C. 7512 or 5 U.S.C. 4303, may use the expedited grievance process. This process does not apply to letters of reprimand.

(1) Grievances filed under this provision will be submitted to the Office of the Regional Director.

(2) Grievances filed under this provision must be filed in writing within fifteen (15) days of receiving the decision letter.



(3) Grievances will contain (a) name of grievant; (b) specific nature of the grievance; (c) the provisions of the Negotiated Agreement believed to have been violated or improperly applied; (d) the corrective action required; (e) the name of the Union representative; (f) specification of unresolved issues; (g) the relief requested; and (h) copies of all letters and supporting documentation relating to the action being grieved. A copy of the grievance will be provided to the Office of the Regional Director and the Labor Relations Officer.

(4). The deciding official shall render a written decision within 30 days of receipt of the grievance. This decision shall be the final MP Region decision on the grievance. If the matter is not resolved, the Union may refer the matter to arbitration in accordance with Article 10.

#### **7. Management Grievance Procedure:**

a. The Parties are encouraged to use processes that will facilitate resolution of problems.

b. The Manager will notify the Union President or other designated Union official of a potential grievance. This notification must be made within fifteen (15) days of the incident that gave rise to the potential grievance. Within seven (7) days, the Parties will meet to discuss the facts surrounding the grievance and will attempt to resolve it. If not resolved, the Union official shall respond in writing to the Manager within fifteen (15) days of the meeting.

c. In the event satisfactory resolution is not achieved, Management may elect to proceed to arbitration in accordance with the provisions of Article 10.

## ARTICLE 10

### ARBITRATION

#### 1. Right to Arbitration:

a. If the decision on a grievance processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to arbitration within thirty (30) days following receipt of the decision by the aggrieved Party.

b. The Party invoking arbitration may opt to postpone the arbitration hearing date if that Party has filed an Unfair Labor Practice charge alleging information relevant to the case has been withheld until the FLRA has rendered its decision.

2. **Selecting the Arbitrator:** Unless otherwise agreed, the invoking Party will submit a request within seven (7) days to the Federal Mediation and Conciliation Service and/or the American Arbitrators Association for a list of seven (7) impartial persons qualified to act as arbitrator. Within fifteen (15) calendar days after receipt of such list, Management and the Union shall confer to select an arbitrator. If the Parties cannot agree on an arbitrator from the list, each Party shall strike one name in turn from the FMCS or AAA list. The determination of which Party shall strike first from the list will be determined by the flip of a coin. After each Party has struck three names from the list, the remaining person shall serve as the arbitrator. If the responding party fails to participate in the selection process, the invoking party will make a selection of the arbitrator from the list.

3. **Submission:** Each Party shall submit a separate statement to the arbitrator who shall determine the issue to be heard. The Parties may agree to a joint submission.

#### **4. Fees and Expenses:**

a. The arbitrator's fees and expenses shall be borne equally by the Parties.

b. If a clarification of an arbitrator's decision is necessary, the requesting Party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within thirty (30) days. If jointly requested, the costs will be shared.

c. An employee, who is found to have been affected by an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the employee, is entitled, on correction of the personnel action to receive reasonable attorney fees related to the personnel action, awarded in accordance with standards established under 5 U.S.C. 7701(g).

d. The arbitration hearing will be held, if possible, on Management's premises and during normal work hours. The grievant and any employee called as a witness will be excused from duty to the extent necessary to participate in the official proceedings with pay and travel expenses as authorized in Reclamation's travel regulations. Questions raised as to whether a witness is necessary will be resolved by the arbitrator. If travel expenses would be incurred for a witness to attend a hearing, questions raised as to whether the witness is necessary will be resolved by the arbitrator prior to the hearing. The Parties will discuss their representatives in advance of the hearing. An equal number of Union representatives, employed by Reclamation, will be entitled to official time, travel, and per diem expenses as there are Management representatives.

#### **5. Authority:**

a. The arbitrator's authority is limited to the adjudication of

issues which were raised in the grievance procedure. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

b. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by Section 7701(c)(1) of Title 5, United States Code, and, to the extent applicable, by the precedential decisions of MSPB.

#### **6. Grievability/ Arbitrability /Timeliness Threshold**

**Determinations:** The arbitrator shall have the authority to make threshold determinations. Threshold questions shall be resolved by the arbitrator prior to the hearing on the merits of the grievance, unless otherwise agreed by the parties.

#### **7. Arbitration Process:**

a. The process to be utilized by the arbitrator may be expedited or a formal hearing shall be held.

b. The Parties may mutually agree to expedited arbitration or a formal hearing. If the Parties do not agree on the process, a formal hearing shall be held.

c. Upon selection of the arbitrator in a particular case, the respective representatives for the Parties will communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The Parties will endeavor to schedule the hearing within forty-five (45) days after arbitration is invoked. If the parties are unable to mutually agree and schedule a hearing date within forty-five (45) days, the arbitrator will select a date.

d. If the arbitrator is not available within the time frame, the Parties shall agree either to extend the time frame or select a different arbitrator.

e. **Formal hearing:** A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

f. The arbitrator will be requested to render the decision and remedy to the Parties as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the process as described above unless the Parties otherwise agree.

g. The arbitrator's decision shall be final and binding, unless an exception is filed with the Federal Labor Relations Authority. If no exception is filed, the arbitrator's decision and remedy will be implemented. An exception to the arbitrator's decision may be filed in accordance with FLRA regulations.

#### **8. Expedited Arbitration:**

a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, data, documentation, and other pertinent material, are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

b. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

c. **Mini-arbitration:** An oral hearing will be held. The arbitrator will prepare a brief summary of the facts and render a decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

**9. Transcripts:** The cost of a transcript requested by one Party for its exclusive use and not shared shall be borne by the requesting Party. If it is mutually agreed to request a transcript, the cost will be borne equally.

**10. Exceptions:** Either Party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the Merit Systems Protection Board during the thirty (30) day period beginning on the date the award is served on the party.

**11. Implementation of Arbitration Awards:** Arbitration awards will be implemented as soon as possible following the final decision. A decision is not considered final until all exceptions, if any, are resolved. To facilitate implementation of the award, the Arbitrator who heard the merits of the case will retain jurisdiction until the award is implemented.

## ARTICLE 11

### NEGOTIATIONS

1. **General:** The parties agree to use cooperative means to address issues which may arise during the life of this Agreement.

2. **Mid-term Negotiation:**

a. In the spirit of bilateral relationship, the Parties agree that changing conditions will create a need for both Management and the Union to propose mid-term negotiations. The Parties may propose changes in conditions of employment not in conflict with this Agreement.

b. If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement with respect to the proposed changes to conditions of employment.

c. Management agrees that it will not unilaterally implement change in personnel policy or practices or conditions of employment, except for emergencies or delay of the effective date of law.

3. **Negotiations Procedure:** Negotiation procedures are as follows:

a. Management will furnish written proposals delineating proposed changes affecting conditions of employment to the Union President. The Union has up to thirty (30) days after receipt of the proposed change to request mid-term negotiations by presenting written proposals to Management. Using the same procedures and timeframes, the Union will submit written Union initiatives to the designated Management official.

**b. Time Limits:** When data is requested from the other Party, the time limits will be automatically extended to that equal to the number of days it takes to receive such data. The Parties agree that data requests will be prudent and necessary to respond to the proposal.

**c. Ground Rules for Mid-term Negotiations:** Union negotiators in numbers equal to the number of Management negotiators will be entitled to official time. In accordance with Article 7, Section 7, a government owned or leased vehicle may be used. Additional ground rules can be established by the parties prior to negotiations. Negotiations will be by face-to-face meetings, mail or electronic mail as agreed by the Parties.

**d. Printing and Distribution:** The printing and distribution of agreements to union officials and management will be the responsibility of management, unless otherwise agreed.

#### **4. Disputes and Impasses:**

**a. Disputes:** If Management believes a written Union proposal is non-negotiable, it will raise the issue of negotiability in a timely fashion at the early stages of the negotiation process so that attempts can be made to cure any negotiability problems. The Union will be provided on request with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the FLRA in accordance with applicable regulations.

**b. Impasses:** In the event of an impasse at any level, either Party may invoke mediation, and if unsuccessful may request the Federal Service Impasses Panel (FSIP) to consider the matter, or by mutual agreement, may refer the matter to binding arbitration in accordance with Article 10. In the event of an impasse; either Party may request the FSIP to consider the matter.



## **5. Past Practices:**

Privileges of employees which by custom, tradition, and known past practice which have become an integral part of working conditions shall remain in effect unless modified pursuant to negotiations.

## **ARTICLE 12**

### **PRENOTIFICATION FOR UNFAIR LABOR PRACTICE CHARGE**

The Union and Management agree that at least thirty (30) days prior to filing an unfair labor practice (ULP) charge with the FLRA, the aggrieved party shall notify the other party, in writing, of the issue(s) constituting the proposed ULP. The parties shall discuss and use their best, good faith efforts to attempt to resolve the issue(s) that would be the basis of any ULP charge. Either party can file a ULP with less than thirty (30) days advance notice if good faith discussions are not productive, or if a filing deadline would be missed.

## ARTICLE 13

### ORIENTATION OF NEW EMPLOYEES

1. All new employees shall be informed by Management that the Union is the exclusive representative of employees in the unit. When the Union supplies Management a Union packet, it will be included in the orientation package for the employees. All applicable mid-term agreements as identified by the parties may be included in the packets at the Union's request. The parties agree to discuss the appropriateness of the package contents.
2. Representatives of the Union will be granted a period of time at New Employee Orientation sessions which are held for employees. Such time will normally not exceed one hour, although additional amounts may be negotiated. The Union will receive a reasonable notice of at least seven (7) days prior to the session(s). Union representatives may, if desired, remain in attendance during all of the orientation session(s).
3. The Union may make recommendations as to content and format of New Employee Orientation. Management agrees to meet and discuss the recommendations in good faith.
4. A list of new bargaining unit members hired each month will be provided to the Union on or about the last working day of each month.

## ARTICLE 14

### POSITION DESCRIPTION AND CLASSIFICATION

1. **Policy:** Each employee shall have a position description which is accurate as to title, series, and grade, and clearly states major duties. A position description is deemed to be complete and accurate when the major duties, knowledge requirements, and supervisory relationships are described. Each employee will receive a copy of his/her position description. The position description shall be reviewed annually by the employee and supervisor. It is management's right to assign work and it is in management's interest to have employees perform the described duties at the assigned grade level. If work assignments outside major duties become regular and recurring, the position description review procedure will apply, according to Section 2 below.

2. **Position Description Review Procedure:** Any employee who feels that he/she is routinely performing duties outside the scope of their position description, or that it is otherwise inaccurate, may make a written request to their immediate supervisor that the position be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described. The supervisor and the employee will meet to discuss the alleged inaccuracies and/or additions. A decision as to whether or not a new/revised position description is warranted will be made and communicated to the employee. If so, Management will submit within 60 days of the initial request a new/revised position description for classification review to Human Resources. Management shall refrain from reassigning current work until the position audit/review has been completed. Denial of the request to incorporate the requested changes to the position description will be made in writing. If the employee is not satisfied with the supervisor's decision, he/she may use the Agency classification appeal process and/or Office of Personnel Management (OPM) classification appeal procedures.

**3. Position Classification Review Procedure:** If Management requests a position classification review from the Human Resources Office (HRO), the Manager will establish the priority for review by the HRO in order for the review process to be accomplished in a timely manner. The classifier will consider the employee's written and oral comments. The employee may appeal the results of the position classification review. If the employee disagrees with the classification of the position, he/she may appeal by using Agency and/or Office of Personnel Management (OPM) classification appeal procedures.

4. If a review of a position or position description reveals that an employee has been performing higher graded duties, Management may provide compensation by other means depending on the circumstances; for example awards, certification of experience, developmental plan. If the review reveals that it is an accretion of duties, the employee will be non-competitively promoted.

If management decides to promote the employee, he/she will be promoted no later than two pay periods after the position has been classified at the higher level. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect.

## **ARTICLE 15**

### **TEAM LEADERS**

1. The authority and duties of a Team leader MAY include:
  - a. Coordinating work assignments and monitoring progress of team members on a day to day basis.
  - b. Technical direction and implementation responsibility for the team mission.
  - c. Developing proposals for resources and scope of work.
  - d. Negotiating work packages with management.
  - e. Acting as prime customer interface for the team.
  - f. Facilitating consensus in team recommendations and decisions.
  - g. Maintaining cognizance of team activities and providing status reports.
  - h. Approving short term leave requests (up to 3 days).
2. Team leaders are not supervisors and shall NOT have supervisory duties or responsibilities such as:
  - a. Issuing performance evaluations and/or reviews.
  - b. Issuing disciplinary actions.
  - c. Disapproving leave.

## ARTICLE 16

### PERFORMANCE MANAGEMENT SYSTEM

1. Management and the Union recognize the right and obligation of Management to evaluate the performance of employees in accordance with Chapter 43 of Title 5, United States Code, 5 CFR 430 and other applicable government-wide regulations. The Parties reserve the right to develop new performance management policy, which may amend or supplement this Article, consistent with changes in Government-wide regulations. Pending approval of new Bureau performance regulations by the Parties, the provisions of this Article remain in effect.

2. The establishment of performance critical results and standards will be a joint planning and communication process between the employee and the rating supervisor. It is the rating supervisor's responsibility to ensure that performance critical results and standards are developed and communicated in writing to the employee annually, no later than March 1, or within sixty (60) days after change of position. The performance critical results and standards shall be documented on the appropriate form and signed by the employee and rating supervisor. Performance elements identified as critical results will be so noted. Further amendments may be made during the rating year, and these amendments will be noted with the employee and rating supervisor's initials. The employee's signature or initials only means that the employee has received a copy.

3. Performance standards and critical results must be consistent with the duties and responsibilities contained in the employee's position description. They must permit the accurate evaluation of the job performance. To the greatest possible extent, objective criteria will be used. They must be applied fairly and equitably.

#### **4. Review:**

a. The rating supervisor will be an individual with administrative authority for the employee and who has direct knowledge of the employee's work performance. Performance rating officials may consider work-related factors beyond the employee's control.

b. A rating official will consider time spent on Union activities, in accordance with Article 5, when conducting a performance evaluation for employees administering this Agreement in addition to their regular duties.

#### **5. Applications:**

a. For the purpose of this Article, application means the assignment to the employee of the work described in the performance standards and/or the evaluation of the employee under those performance standards. The application of the performance standards and elements to employees having the same rating supervisor and like duties and responsibilities will be done in a fair and equitable manner.

b. The rating given employees shall be fair and equitable and prepared in accordance with the following:

(1) The rating supervisor will conduct at least two (2) progress reviews between the initial annual planning session and the end of the rating period. Discussion during this review should include positive and/or negative feedback. Discussion will be held in private surroundings.

(2) If the rating supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived and/or at progress reviews. The rating supervisor will state what he/she will do to assist the employee and suggest ways for the employee to improve the quantity, quality, and/or timeliness of work in order to more satisfactorily per-



form duties at expected levels. When such discussions are documented by the rating supervisor, a copy of that documentation will be given to the employee.

(3) The summary rating will be documented on the appropriate form and include, to the extent feasible, the backup information for the record.

6. The rating period will correspond with the calendar year and the rating will be given no later than March 1.

7. When information meetings on the Performance Management System are conducted for employees, the Union will be given time to speak at the meeting.

## ARTICLE 17

### JOB ANNOUNCEMENTS AND PROMOTIONS

1. The employer may publicize the contents of the merit promotion program from time to time for the information of all unit employees. Copies of the merit promotion plan and pertinent regulations are available for review by employees through the Human Resources Office. The Union recognizes that the function of filling positions and other personnel functions are retained Management responsibilities and rights.
2. All positions to be filled competitively are announced through an electronic vacancy announcement system, i.e. USAJOBS, available on the Internet. Complete vacancy announcements can be obtained from the servicing Human Resources Office. Copies of vacancy announcements may be made available upon request. Announcements will identify at a minimum the grade, title, duties, location of position, and bargaining unit status. Qualification requirements and selective placement factors for competitive positions may also be identified.
3. The Employer and the Union encourage employees to maintain an up to date application and to include information on self development activities that may increase their competitiveness for possible advancement.
4. Any employee not selected for a position may inquire as to what activities the employee may engage in to increase his/her chances for selection in the future. Employees may request information on whether the employee was considered for promotion, and whether the employee was eligible on the basis of minimum qualification requirements; whether the employee was rated among the best qualified; and the name of the employee selected for the position. The Union recognizes that strict rules of confidentiality and privacy must be observed in providing such information. The parties also agree that non selection is not a basis for

a grievance under the negotiated grievance procedure.

5. Employees may receive consideration for career ladder promotions if the employee demonstrates the ability to perform the higher graded duties; higher graded duties are available; the employee meets time in grade requirements; and the employee's most recent performance rating is at the fully successful level.

6. Certification in a particular occupation will not be required as a selective placement factor, unless certification is required by law or a higher level authority.

7. Management agrees that the provisions of excepted appointments under the VRA and SCEP authorities will be addressed in a letter to the employee outlining the conditions of the program, and any developmental training plan needed.

8. Details will be affected in accordance with law and the DOI Merit Promotion Plan.

9. When filling permanent positions from external sources, Management will give consideration, in accordance with applicable law, to qualified temporary employees who apply for said positions.

10. Temporary and Term employees who have an initial appointment of at least one year will be advised of any eligibility for the Federal Employees Health Benefit Program

## ARTICLE 18

### AWARDS PROGRAM

1. The Parties agree that the employee incentive and performance award programs are beneficial to both Management and the employee. The Awards Program will be administered in accordance with 5 CFR Parts 451, 430, and 531. The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. It is an appropriate matter for a Labor Management Relations Committee and/or Partnership Council to periodically evaluate and review the Awards Program and make recommendations to ensure the administration of the Awards Program is fair, equitable, effective and understandable.

2. **Employee Recognition:** An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness and economy of Reclamation operations or is in the public interest. Awards may have the effect of motivating employees to increase their productivity and creativity for the benefit of the MP Region and its customers. Awards programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards. All employees will be given an equal opportunity to work at a level sufficient for award eligibility. All awards other than quality step increases are available to temporary employees. However, term employees are eligible for quality step increases. The following recognition categories are available:

a. **Non-monetary Awards:** Recognition given for a specific outstanding accomplishment such as a superior contribution on a short term assignment or project, an act of heroism, scientific achievement, major discovery or significant cost savings. Types of these awards include: time off awards, mementos, letters of appreciation and honorary awards.

**b. Monetary Awards:** Recognition given for a particular accomplishment such as those defined in Section 2. a. above. Dollar amounts are determined by the value of benefit and application of the contribution to Reclamation's mission or goals. Non-monetary awards can be given in conjunction with monetary recognition. Types of these awards include: Star and On-the-Spot.

3. Management will give consideration to the presentation of an award in a manner that is appropriate.

4. Management will provide annually a list of awards given by the unit upon request by the Union. This will include type of award, monetary amounts, summary of accomplishment, and additional information consistent with the Privacy Act.

5. A supervisor will make every attempt to consider an employee's preferences as to type of award (i.e. time-off versus monetary award).

## ARTICLE 19

### WORK SCHEDULES

#### 1. Alternative Work Schedules (AWS):

a. The Parties agree that AWS, which are flexible and compressed work schedules, will be offered Region-wide according to the guidelines and approved schedules below, for the purpose of improved productivity and greater service to the public. Supervisors and employees are encouraged to develop arrangements under which AWS may be implemented.

Specific details of AWS listed below are a matter of joint discussions between the respective supervisor and employee.

#### b. Definitions:

(1) **Gliding:** A flexible schedule. Employees may vary the length of the workday daily. Employees must account for 10 days per pay period. Employees must account for at least 8 hours daily, 40 hours per workweek and 80 hours per pay period. For a part-time employee, the basic work requirement is the number of hours the employee must account for in the administrative workweek and the number of hours the employee must account for in a pay period. Credit hours may be earned.

(2) **4-10:** A compressed schedule. Employee works four (4), ten (10) hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.

(3) **5-4/9:** A compressed schedule. Employee works eight (8), nine (9) hour days with one (1), eight (8) hour day. Employee schedules short day and day off with supervisor. Credit hours are not earned.

**c. Guidelines:**

(1) Employees will have the right to use AWS in Section 1.a. in accordance with these guidelines. Management shall not require employees to use AWS.

(2) Recognizing that all offices and field operations must be adequately staffed, all employees have the right to request any approved AWS in Section 1.b. The supervisor will approve or disapprove the employee's request within 10 days of the employee's submission. The supervisor may request an extension to respond due to the supervisor's extenuating circumstances, such as leave or TDY.

Management has the authority to disapprove an individual request based upon adequate work related rationale.

(3) If the request is denied, upon request the employee and the Union will receive a written explanation of the denial. The employee or the Union has the right to grieve the denial in accordance with Article 9.

(4) Any modification or changes of AWS to meet the work objectives of any unit must be based on the following criteria:

(a) productivity;

(b) level of direct or indirect services furnished to the public;

(c) cost of operations, other than reasonable administrative costs.

(5) Management will not adjust employees' AWS for the purpose of avoiding overtime or other premium or extra compensation. In addition, the AWS must be administered fairly and equitably to all members of the bargaining unit.

(6) Management will not normally schedule work beginning prior to 6 a.m. nor extend beyond 6 p.m. Monday through Friday. However, at the employee's request, managers may approve work beginning prior to 6 a.m. Night pay (6 p.m. to 6 a.m.) may be waived if the work at night is voluntary and solely for an employee's benefit, i.e. operating needs do not require night work but employee requests it.

(7) Credit hours are defined as hours of work within a tour of duty which are in excess of an employee's basic work requirement. Credit hours used are considered hours worked. Supervisors and employees are encouraged to develop arrangements under which credit hours may be earned and used.

(8) A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with the gliding AWS.

(9) Credit hours may be earned and used within the same biweekly pay period. A maximum of 2 credit hours per day may be earned Monday through Friday or up to a maximum of 8 hours on Saturday. Part-time employees can earn 8 credit hours for a non-workday. Credit hours may not be earned under a compressed schedule.

(10) Credit hours are earned only after completing an 8 hour day or a 40 hour workweek. Credit hours are normally earned between 2:30 p.m. and 6:00 p.m. unless special schedules are approved by supervisors, or Saturday when they may be earned between 6:00 a.m. and 6:00 p.m. Procedures for approval may be negotiated by the Parties.

(11) Employees cannot be forced to earn credit hours. Employees cannot be forced to use credit hours that are within the maximum 24 credit hour carry-over.

(12) First line supervisors may make short term changes of no more than one pay period in AWS that are necessary to accom-



plish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected. The Union will be notified of the changes in advance.

(13) Employees on a compressed work schedule will select, with supervisor approval, their "off" day and/or their "short" day. Subject to work demands and at the request of the employee, the supervisor may approve a change in the scheduled "off" day during a pay period.

(14) No intimidation, coercion, or threats may be placed on employees by Management, the Union, or other employees regarding alternative work schedules. An employee may identify specific needs for a certain schedule including the normal 8-hour day or alternative work schedules. Management will attempt to meet those expressed needs. An employee may grieve the matter for resolution.

## **2. Tours of Duty:**

a. If no other workweek has been established, the standard workweek for full-time employees will consist of five (5) consecutive eight (8) hour days (40 hours per week). Days off will normally be two (2) consecutive days. When Management knows in advance, it will give employees at least ten (10) calendar days written notice before changing tours or shifts, except for emergency or unforeseen situations.

b. An employee who has a need to work a different tour of duty, through consultation with Management and if consistent with the needs of the job, may be assigned to that tour of duty. Management will give consideration to employees' personal needs when changing tours and shifts. Union representation may be requested during said consultations.

**3. Rest Breaks:** Authorized rest breaks, not to exceed 20 minutes approximately midway through each 4-hour period of the 8-hour

workday, will be taken by employees as needed. Employees may elect to take shorter breaks, the total length of which will not exceed 40 total minutes in any given day. Additionally, a 20-minute rest period is appropriate within each 4-hour period of overtime worked. Breaks may not be "saved up" to be added to the lunch break or to allow the employee to leave early.

**4. Telework Guidelines:** The Mid-Pacific Region has adopted the Telework Program for employees who are qualified and who wish to participate. Under this program, participants may work 1 or more days per week at home or in a satellite office with the supervisor's approval. Where temporary situations occur, participants may work full time at home under this program. Jobs involving computers are not a prerequisite for participation in the Telework Program. Participation in the Telework Program must produce a benefit to both the employee and the Government. The Government may achieve better work-force recruitment and retention, reduced need for office space and parking, meeting environmental standards, (such as participating in the Spare the Air Program) and other benefits.

Telework participants may benefit from reduced commuting time; quieter work environment; cost savings in areas such as parking, commuting and wardrobe; accommodation for temporary health conditions; and greater employment opportunities. The program will result in improved employee morale and increased work output.

a. Employees will have the right to use Telework in accordance with Telework guidelines. Management shall not require employees to use Telework.

b. Recognizing that all offices and field operations must be adequately staffed, all employees have the right to apply for approved Telework. The supervisor will approve or disapprove the employee's request within 10 days of the employee's submission. The supervisor may request an extension to the supervisor's extenuating circumstances, such as leave or TDY.

Management has the authority to disapprove an individual request when the peculiarity of the work is not conducive to work at home.

c. When an employee requests to work Telework and the request is denied, the employee and Union will receive a written explanation of the denial. The employee or the Union has the right to grieve the denial in accordance with Article 9.

d. Any changes to the Telework program as it pertains to bargaining unit employees will be subject to mutual agreement between the Parties.

## ARTICLE 20

### OVERTIME

**1. Policy:** Overtime work will be assigned as needed to meet operational needs. The MP Region agrees to equitable distribution of overtime as outlined in section 2. Overtime will be performed on a rotational basis, within the specific unit where overtime is required, except when specific skills are needed. Overtime will be paid in accordance with applicable laws and regulations.

**2. Procedures:** When overtime is in contention, the manager shall create an overtime roster by ranking in order the qualified employees by Service Computation Date (SCD) with the most senior employee at the top of the list. Starting at the top of the roster and working down, the manager will offer overtime work to each employee until the number of employees necessary to perform the overtime work is attained. After working or declining an overtime assignment, the employee rotates to the bottom of the roster. If after going through the entire roster of employees, an insufficient number of employees volunteer, the manager will assign overtime to the most junior ranking employees on the roster. For example, if the supervisor needs four (4) employees to perform overtime work, and five (5) employees volunteer, the supervisor will assign overtime to the four (4) most senior employees. On the other hand, if the supervisor needs four (4) employees to perform the overtime work, and only two (2) employees volunteer, the supervisor will assign overtime to the two (2) volunteers and the two (2) most junior non-volunteers.

**3. Assignment:** In the assignment of overtime, the supervisor agrees to provide the employee with as much advance notice as practicable. Management further agrees to give due consideration to the employee's personal circumstance, subject to the paramount requirements of fulfilling the mission. Normally, an employee designated to work overtime on a day outside the work week will be given one (1) day's advance notice before the overtime com-

mences. Confirmation of instructions to report for overtime will normally be given no later than the start of the lunch period on the last scheduled work day before the overtime commences.

a. The Union recognizes that in some cases, such as the breakdown of equipment or other unforeseen circumstances, little or no advance notice may be given. Overtime under these circumstances will be kept to a minimum.

b. In the event of the cancellation of overtime in organizations where such cancellations occur frequently, the supervisor will endeavor to notify employees of the cancellation a minimum of four (4) hours prior to the scheduled report time.

#### **4. Compensatory Time:**

a. Compensatory time is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked.

#### **b. Eligibility:**

(1) General Schedule employees whose basic rate of pay is equal to or less than the maximum rate of a GS-10 may request compensatory time off in lieu of overtime payment.

(2) An employee may receive compensatory time off in lieu of paid overtime.

## ARTICLE 21

### PAY AND PER DIEM

#### 1. Pay:

a. Management, with appropriate employee input, agrees to provide as accurate as possible, timely reports of time and attendance for pay purposes to the Denver Payroll Office. The MP Region agrees to assist any employee who does not receive pay by Friday afternoon following the scheduled payday. Upon becoming aware of inaccuracies, MP Region will make every endeavor to submit corrected Time and Attendance Reports as quickly as possible. Management agrees to follow up with the Denver Payroll Office on late or insufficient basic paychecks.

b. Overtime will be paid in accordance with the provisions of Title 5 and the Fair Labor Standards Act (FLSA) (See Article 19).

c. **On Call and Standby:** When an employee is called back to work overtime, he/she is entitled to a minimum of 2 hours of pay.

(1) **On Call:** In accordance with 5 C.F.R. 551, an employee is considered to be off duty and time spent in an on-call status shall not be considered hours of work if:

(a) The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(b) The employee is allowed to make arrangements that any work which may arise during the on-call period will be performed by another person.

(2) **Standby:** In accordance with 5 C.F.R. 551, an employee is considered to be on standby duty when:

(a) The employee is restricted to MP Region facilities, or so close that the employee cannot use the time effectively for his/her own purposes; or

(b) The employee is restricted to his/her living quarters or designated post of duty; and has his/her activities substantially limited; and is required to remain in a state of readiness to perform work.

(3) Employees who are placed on standby or call back at management's request will be compensated in accordance with applicable Federal pay regulations. Employees who on their own volition restrict their activities and/or use electronic communication devices to be available for duty after work hours, are not on standby or call back. The Parties may further negotiate matters concerning scheduling, rotation, and hardships.

## **2. Per Diem:**

### **a. Reimbursement for Telephone Calls to Home While in Travel Status:**

(1) When on overnight travel, employees are entitled to make a daily 5 minute personal call or may be reimbursed for longer calls not to exceed the aggregate. For example, if an employee is on travel 5 days, he/she may be reimbursed for up to 25 minutes instead of 5 daily 5 minute calls. Calls related to unforeseen delays in returning or emergency situations may be reimbursed.

(2) If an employee has been issued a calling card for travel, the supervisor will explain to the employee that he/she must use the card for personal phone calls. The parties recognize that at times, exceptional mitigating circumstances may preclude the use of the card.

(3) In a case where there are no mitigating circumstances and an employee chooses not to use his/her calling card, the

employee will be reimbursed for the amount of the call, but not more than \$5 per day for personal phone calls. On subsequent trips, the employee must use his/her calling card unless there is a mitigating circumstance.

(4) There will be no discrimination based on marital status or on the assumption that one class or grouping of employees has any greater or lesser need to call someone in their home community.

**3. Travel Pay:** Employees shall be compensated for travel time as authorized under Title 5 and FLSA. Every effort will be made to ensure that employees can travel on duty time. As each travel situation is unique, an explanation of why an employee may be ineligible for travel pay will be provided upon an employee's request.



## ARTICLE 22

### LEAVE

Telecommuting  
with  
1 day

The Parties affirm that it is in the interest of efficient operation to accommodate the leave requests of employees, consistent with the needs of the organization.

**1. Annual Leave:** Employees shall accrue and be granted annual leave in accordance with applicable laws and regulations. Each employee will schedule annual leave as far in advance as possible with their supervisor. Management may require employees to indicate annually or quarterly, their plans or tentative plans for use of annual leave. Management may require leave requests be made in writing. In those instances where management requires short-term leave requests in writing, the requested leave is assumed to be approved unless the supervisor or manager notifies the employee in a timely fashion otherwise, normally within 2 work days.

Upon request, an employee will be provided an explanation of any denial of annual leave. The agency will make every effort to grant an employee's request for annual leave. A legitimate workload constraint will be the only reason for denying annual leave. Should the need arise, the parties will negotiate a more specific procedure for the request and approval of annual leave.

**2. Sick Leave Programs:** Employees shall accrue and be granted sick leave in accordance with applicable laws and regulations. Absence for reasons relating to health may be attained under several provisions of law which allow an employee to use their own earned sick leave.

**a. Personal Illness:** The parties agree that the use of an employee's accrued sick leave is appropriate for doctor, dental, optical and other medical appointments and for illness or injury which is incapacitating for performance of the employee's assigned duties.

**b. Family Friendly Leave Act (FFLA):** When an employee needs to provide care for a family member's illness, accrued sick leave may be used to provide care for family members suffering from medical illnesses which do not meet the criteria for "serious" conditions as defined by the law. Examples of such illness are routine medical, dental, or optical examination or treatment and other medical conditions which are normally 3 days or less in duration. Earned sick leave may also be used to make arrangements as a result of the death of a family member or to attend the funeral of a family member. Sick leave used for the described purposes is subject to the employee's sick leave balance but in any event may not exceed 104 hours per leave year.

**c. Extended Family Friendly Leave Act:** Under the provisions of the extended Act, an employee may use up to a total of 12 weeks of earned sick leave for personal serious illness or to provide care for a family member who is suffering a serious medical condition. Any time taken under the provisions outlined in b. (above) will be deducted from the 12 weeks total time.

**(1) Obtaining Approval for Sick Leave:** Requests for sick leave for scheduled appointments should be made in advance. Notice of emergency sick leave, not requested in advance will be given by the employee to his/her supervisor, or their designee, on the first day of absence and as required after that. The employee will contact the supervisor, or his/her designee, to request emergency sick leave within reasonable time frames established by the supervisor. When requested, the supervisor will be advised of an estimate of when the employee believes he/she will return to work and may specifically eliminate or impose a requirement to call in on subsequent days. For absences in excess of 3 days or for a lesser period when determined necessary by the agency, an agency may require a medical certificate or other administratively acceptable evidence.

**(2) Sick Leave Abuse:** Abuse of sick leave is not necessarily related to frequency of sick leave; however, if there is reasonable

indication that sick leave is being abused, a supervisor may take the following steps:

(a) Verbally counsel the employee. The counseling will provide reasons why the employee is suspected of abusing sick leave. The employee will also be advised that if the record does not improve, the employee may be placed on Sick Leave Restriction which may require documentation for each absence of sick leave.

(b) If verbal counseling does not bring about an improvement in the sick leave record, management may place the employee on Sick Leave Restriction. Management may require documentation or leave approval processes over and above that required of other employees. Employees will be notified in writing of any special restrictions placed on him/her and the duration of the restriction.

**3. Leave Share Program:** An employee who has been affected by a medical emergency which will result in at least 24 hours without paid leave may apply to become a leave recipient under the Agency's Leave Transfer Program. The MP Region agrees to process these requests in accordance with governing directives. The parties agree to support this program and encourage employee education.

**4. Family Medical Leave Act (FMLA):** In accordance with current law, an employee may be granted up to 12 work weeks of unpaid leave during any 12 month period for a serious health condition which makes the employee unable to work or to care for a spouse, son, daughter, or parent of the employee who has a serious health condition. Requests to use extended leave will be made in writing to the immediate supervisor not later than 30 calendar days before leave is to begin. The employee will be required to submit appropriate medical certification to the agency prior to approval of the leave.

**5. Maternity and Paternity Leave:** Length of absences for maternity reasons will be determined on an individual basis by the employee, physician and supervisor. Leave will be granted under existing policies and regulations. A male employee who has provided management with advance notice may use a combination of existing leave programs to be absent for the purpose of aiding or assisting in the care of his partner or his minor children in relation to his partner's confinement for maternity reasons. Appropriate leave may be granted to those who become adoptive parents.

**6. Religious Observances:** Consistent with the needs of the Mid-Pacific Region and in accordance with law and government-wide rules and regulations, employees who wish to attend or participate in the observance of the established religious holidays of their faith may be permitted to be absent on annual leave or earned compensatory time or credit hours. Requests for absence to participate in established religious observances will be made to management not later than 7 days prior to the start of the observance.

To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the mission, every effort will be made to accommodate absence for an employee whose personal religious beliefs require the abstention from work during certain periods of the workday or workweek. Requests for absence due to religious observances will be made to management not later than 7 days prior to the start of the observance. Upon approval of the absence, an employee may elect to use annual leave, previously earned compensatory time, or earned credit hours or LWOP.

**7. Duty Station Closures:** When a decision has been made to close the duty station because of inclement weather or any other emergency condition, employees shall be given Administrative Leave.

**8. Blood Donations:** An employee may be allowed up to 4 hours of Administrative Leave in order to travel to and from a blood donation center, to donate blood, and to recuperate from donating blood.

## ARTICLE 23

### ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

1. Consistent with Chapter 43 of Title 5 of the United States Code, action for unacceptable performance will be handled in the following manner:

a. **Performance Improvement Period:** Prior to initiating an action to remove, downgrade, or withhold a within-grade increase (WGI), the employee must be given in writing:

(1) Notice of unacceptable performance in one or more critical results of the employee's performance plan and at least thirty (30) days to bring performance to an acceptable level. During the improvement period, the employee will be given the opportunity to work on those portions of the job that are unacceptable, but not to the exclusion of other work assignments. A longer period may be warranted depending on the nature of the employee's position and the performance deficiency involved. The supervisor will ensure that the employee receives adequate work time in order to improve the area that has been declared unacceptable.

(2) Information as to how the supervisor will assist the employee in that effort.

(3) Information as to what the employee must do to bring performance to acceptable level in that period.

(4) A re-evaluation of the employee's performance biweekly for the period.

(5) The specific time frame that the improvement period will be in effect.

(6) In writing, normally within fourteen (14) days after the end of the performance improvement period, the employee will be notified whether the employee's performance is achieved or not achieved. If the performance is determined to be achieved, no further action is warranted.

(7) If the determination is that the employee's performance is unacceptable, Management may reassign the employee upon written notice that includes a statement of grievance rights or, as set forth in b. and c. below, propose to remove or demote the employee.

**b. Withholding a Within-grade increase:**

(1) Level of competence determinations will be made in accordance with 5 CFR 531.4, Subpart D and applicable government wide regulations.

(2) Advancement to the next higher step of the employee's grade shall be automatic when the employee has:

(a) completed the waiting period;

(b) not received an equivalent increase during the waiting period;

(c) has a current summary performance rating of Achieved.

(3) If the determination is made that the employee has unacceptable performance in one or more critical results of the performance plan and the employee has met all other requirements for a within-grade increase, the employee will be notified that the within-grade increase will be withheld at the same time the supervisor takes the action identified in 1.a. (1) above. The written notification will include a statement that if the performance is

brought up to Achieved by the end of the performance improvement period, the within-grade increase will be granted.

c. **Notice of Proposed Action:** An employee whose reduction in grade or removal is proposed is entitled to at least thirty (30) days advance written notice which informs the employee of:

(1) the nature of the proposed action;

(2) the specific instances of unacceptable performance by the employee on which the proposed action is based;

(3) the critical results of the employee's position involved in each instance of unacceptable performance;

(4) the time to reply;

(5) the right to be represented by a NFFE Representative, an attorney, or other representative;

(6) the right to make an oral and/or written reply and to receive a written decision with appeal rights.

d. **Decision:** After full consideration of the case, the decision to remove or demote an employee will be made by an official who is in a higher position than the official who proposed the action.

2. The decision letter will inform the employee of the option to appeal the action to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedure and the Merit Systems Protection Board appeals procedure.

3. **Performance issues with Probationary/Trial Employees:** If the rating supervisor identifies shortcomings in the employee's performance, the employee shall be given a substantive perform-

ance review and every effort will be made to provide the employee an opportunity to demonstrate the ability to perform. At least one (1) evaluation (review) will be done prior to taking action to terminate employment.



## ARTICLE 24

### DISCIPLINE AND ADVERSE ACTIONS

1. **General:** Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential "conduct" situations which could lead to disciplinary action. The Parties concur that to the extent possible, constructive progressive discipline will be used. Constructive discipline is preventive in nature. Its objectives are to develop, correct, and rehabilitate employees and encourage acceptance of appropriate responsibility and standards of conduct.

2. The Parties agree that management has the right and the responsibility to counsel employees to correct deficiencies related to conduct. Nothing in this Article will prohibit Management from having counseling sessions with employees to correct deficiencies related to conduct without Union involvement. Nothing in this Article shall be construed as waiving the rights of Management to take disciplinary or adverse actions, or delay taking such actions when deemed appropriate in the best interest of the Federal Government and the safety of employees.

Written or verbal cautions or warnings, admonishments, placement on leave restriction, etc. are not considered disciplinary actions. Such actions are not placed in the Official Personnel Folder (OPF) but can be retained by the initiating supervisor in a confidential nonpermanent file. The original shall be given to the employee to whom it is directed. The issue for which the employee is counseled could become a matter of record if the conduct is not corrected. Written cautions such as those listed above will state the specific reasons that gave rise to the letter. Although not arbitral, the employee will have the right to grieve the written cautions only to the next supervisory level.

### **3. Discipline:**

a. Disciplinary actions are letters of reprimand and suspensions of less than 14 days. Adverse actions are suspensions greater than 14 days, reduction in pay or grade, or removal.

b. Disciplinary and adverse actions against employees must be based on just cause, consistent with applicable laws and regulations and be fair and equitable.

c. Management will address misconduct when it first occurs. Management will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty. The employee will be contacted as soon as possible and be instructed to discontinue the misconduct. If management decides to initiate disciplinary action, it will be within a reasonable time period after the incident in question, or after Management knew or reasonably should have known of the incident. The two conditions stated above do not apply when an investigation is in process involving illegal activity which could result in charges of felonies or misdemeanors under the law.

### **4. Fact Finding:**

a. Prior to issuing a letter of reprimand or a notice of proposed disciplinary action, the official issuing the letter or notice, or his/her designee, shall undertake a preliminary inquiry to obtain pertinent facts relating to the potential disciplinary situation. The inquiry, where appropriate, will include a discussion with the affected employee.

b. The employee has the right, in accordance with Article 4.2.b., Weingarten Rights, to be represented by the Union in any discussion regarding a potential disciplinary or adverse action. If requested by the employee, management is required to suspend or terminate the meeting to allow reasonable time for a representative to attend the meeting. Once management has been notified

that the Union is representing the employee(s) in reference to a specific matter, Management will notify the representative of any additional meetings with the employee(s) relevant to that matter. Employees will be provided with a copy of letters of reprimand, notices of proposed action and/or final decisions. Employees may furnish a copy to the Union if he/she wishes.

#### **5. Procedures:**

a. **Letter(s) of Reprimand:** Letter(s) of reprimand will be clearly titled, and 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 will be advised of his/her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of two (2) years. The letter will be removed from the OPF at expiration of the two year period; upon departure from the entire MP Region or at the request of management whichever comes earlier. At the time the letter is removed from the OPF, it will be returned to the employee in a confidential manner.

b. Provisions common to all disciplinary and adverse action cases taken under 5 CFR 752 are:

(1) A written notice stating the specific reasons for the proposed action. Proposed notices of disciplinary or adverse actions are not grievable. However, once discipline has been administered or the employee has been issued a decision letter on a disciplinary or adverse action, the employee may then exercise the appropriate grievance or appeal procedures after the effective date of the action.

(2) A reasonable amount of duty time to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. Time limits for the employee's response may be extended upon written request.

(3) To be represented by a NFFE Representative. Selection of an attorney or another representative must be approved by NFFE.

(4) A written decision which includes the specific reasons at the earliest practicable date.

(5) To grieve the decision, through the negotiated grievance procedure contained in Article 9. The written decision shall advise the employee of this right.

(6) Relevant factors to be considered by Management in setting penalties for disciplinary and adverse actions listed in 3. above include:

(a) the nature and seriousness of the offense, and its relation to the employee's position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;

(b) the employee's job level and type of equipment, including fiduciary role, contacts with the public and prominence of the position;

(c) the employee's past disciplinary record;

(d) the employee's past work record, including length of service, performance on the job, ability to get along with co-workers, and dependability;

(e) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;

(f) the consistency of the penalty with those imposed upon other employees for the same or similar offenses;

(g) the consistency of the penalty with the suggested penalties as addressed in the DOI Table of Penalties;

(h) the notoriety of the offense or its impact upon the reputation of the Agency;

(i) the clarity with which the employee was put on notice of any rules that were violated in the committing of the offense, or had been warned about the conduct in question;

(j) the potential for the employee's rehabilitation;

(k) any mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involved in the matter; and

(l) the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

**c. Removal, Suspension for More than 14 Days, Furlough without Pay for 30 Days or more, or Reduction in Pay or Grade.** In addition to Section 4.b. above, an employee is entitled to the following:

(1) at least thirty (30) days advance written notice stating the specific reasons for the proposed action;

(2) a reasonable time, never less than ten (10) 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 representative. Selection of an attorney or another representative must be approved by NFFE;

(4) a written decision which includes the specific reasons at the earliest practicable date;

(5) the decision letter will inform the employee of his/her option to appeal the action to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedure and the MSPB appeals procedure.

**6. Action by the Deciding Official:**

a. After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall decide:

- (1) to withdraw the proposed action;
- (2) to institute a lesser action; or
- (3) to institute the proposed action.

7. Employees will be provided with a copy of letters of reprimand, notices of proposed action and/or final decisions. Employees may furnish a copy to the Union if he/she wishes.

8. Situations where Management determines that it is necessary to place an employee in a non-duty status will not be considered as disciplinary or adverse actions. Such actions may be taken when Management determines that an employee's presence is highly undesirable or that there is an immediate threat to the well being of the employee, co-workers, and the public or government property. Grievances filed over actions taken under these conditions will not delay implementation of Management's decision to place employees in a non-duty status, or to take subsequent disciplinary/adverse action. Nothing in this Article shall be construed as waiving the rights of Management to take disciplinary or adverse

actions, or delay taking such actions when deemed appropriate in the best interest of the Federal Government and the safety of employees.

**9. Termination of Probationary/Trial Employees:**

a. The Parties recognize that the probationary/trial period is an extension of the examining process.

b. Terminations of probationary/trial employees for conduct take place only when reasonable doubt exists as to the appropriateness of continued employment. Management will make every effort to communicate conduct problems at the earliest possible opportunity. The employee may be provided an opportunity to improve his/her conduct.

If a decision is made to terminate an employee during the probationary period, a written notice will be issued to the employee containing the reasons for the action and its effective date. The reasons will include any MP Region conclusions on conduct deficiencies.

c. Individuals who are on a probationary or trial period are not covered by the provisions outlined in Section 4. above.

## ARTICLE 25

### PERSONAL HARDSHIP

1. Hardships are situations outside of the employee's reasonable ability to control which affect the health and welfare of the employee or his/her family. Some examples of significant hardship are:

a. A specific long-term medical situation where services or care are more accessible in a specific location.

b. Special education needs for children related to physical or mental disability.

c. Significant and recurring harassment or discrimination against the employee or his/her family at work or in the community.

d. Specific situations related to marital status, sibling care issues, spousal placement (dual career), or other family hardships.

2. Any employee may request special consideration due to personal hardship. If identified by the employee, a personal hardship request will be considered in a management action affecting the employee.

#### 3. Process:

a. The employee may request assistance and advice through the Employee Assistance Program (EAP), and may authorize the EAP counselor to share information regarding the hardship situation with Management.

b. The employee will present a written request to his/her immediate supervisor. Where confidentiality is a legitimate concern, the employee may bypass his/her immediate supervisor and sub-



mit the request to the next supervisory level.

c. The MP Region will have authority to determine whether relief can be granted or assistance given. Before making the final determination management may request additional information from the applicant.

d. Management will notify the employee as quickly as possible, but no later than thirty (30) days that the hardship request has been received, and what is being done to attempt to satisfy the request.

e. Confidentiality regarding an employee's hardship situation will be maintained to the extent possible.

## ARTICLE 26

### EQUAL EMPLOYMENT OPPORTUNITY

1. The MP Region and the Union will cooperate in fulfilling their respective responsibilities, for employment, training, and promotion of all persons and will not discriminate because of age, race, sex, religion, color, national origin, marital status, disability, lawful political affiliation, or other non-merit factors.

2. The MP Region maintains a continuing effort to monitor personnel policies and practices and matters affecting working conditions in an effort to identify discriminatory problems.

3. The Union recognizes that since a statutory appeal procedure exists for matters that pertain to EEO complaints, such complaints do not come under the purview of the negotiated grievance procedure. The Union recognizes that the MP Region is under no obligation to report, consult, or to permit any form of Union participation in such proceedings. However, a Union official may serve as a complainant's representative in a non-Union capacity.

4. In accordance with appropriate regulations, EEO counselors are available to employees. Selection of counselors is made by the MP Region with due consideration to the employee's expressed interest, and to the overall objectives of the EEO program.

5. The Union and the MP Region agree that nothing in this Agreement shall be interpreted or administered in a manner to preclude or inhibit the MP Region from satisfying its Federal Equal Opportunity Recruitment Program (FEORP) responsibility under 5 USC 7151 which addresses the under-representation of minority groups..

## ARTICLE 27

### EMPLOYEE ASSISTANCE PROGRAM (EAP)

#### 1. General:

a. Management shall maintain an employee assistance program meeting the requirements of applicable laws, regulations, and guidelines. The Parties agree to discuss and negotiate any proposed changes or recommendations relative to the program.

b. Employee use of the Employee Assistance Program is voluntary, unless referred by management (see paragraph 3.b.).

c. An employee may consult a Union representative regarding their rights in connection with this Article.

d. Management will publicize the EAP on official bulletin boards, in orientation of new employees, and in EAP updates in EC.

#### 2. Policy:

a. The Parties acknowledge that the employee has the primary responsibility to maintain acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, Management will provide assistance, create an atmosphere of understanding and attempt to remove the effects of social stigma associated with the problem.

b. The Parties recognize that medical/behavioral problems of an employee and/or members of his/her immediate family can interfere with an employee's job performance and conduct. Employees with these illnesses shall receive the same careful consideration and respect as employees who have other illnesses. The Parties acknowledge that such problems can be resolved with proper

treatment and respect.

### **3. Responsibilities and Guidelines:**

a. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance and/or conduct, the supervisor will discuss the apparent difficulties with the employee and may suggest use of the Employee Assistance Program.

b. If the behavior/conduct addressed in 3.a. (above) continues, the supervisor may make a directed referral to the Employee Assistance Program. Employees will be granted duty time to attend any directed referral appointments.

c. Supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for recovery time of an employee.

d. Participation in the program shall not jeopardize an employee's job security or his/her job opportunities.

e. Employees will be granted sick leave, annual leave, leave without pay or a combination of the foregoing for the purpose of participating in the Employee Assistance Program.

f. Management may elect not to initiate a disciplinary action if the employee enters an appropriate assistance program, permits the counselor to report to Management on the employee's attendance in the program, and makes observable progress in conduct and/or performance on the job.

**4. Confidentiality:** The confidential nature of records of employees with medical/behavioral problems shall be maintained. No release of information will be made by any Party without the employee's written consent.

## ARTICLE 28

### SAFETY AND HEALTH

1. **General:** The parties mutually agree to cooperate in common efforts to create and maintain a safe and healthy workplace, and safe and healthy working habits and 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 Executive Order 12196. Employees involved in activities or representation pursuant to this Article shall receive official time for such activities. Management will, to the extent feasible, provide safe and sanitary working conditions and equipment, in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, Management shall post notices informing employees of the protections and obligations provided for by OSHA.

2. **Workplace Violence:** The parties agree that it is their joint intent to promote a safe environment for the employees of the MP Region which is free from violence, threats of violence, harassment, intimidation, and other disruptive behavior. Such behavior includes but is not limited to oral or written statements, gestures, expressions, or display of items or signs that communicate a direct or implied threat of physical harm.

3. **Safety and Health Inspections:** Management will conduct an annual safety and health inspection by qualified personnel of MP Region facilities that are regularly used. The Union will be notified and a Union representative will be given an opportunity to accompany the inspector. Management agrees to provide or make available to the Union upon request, appropriate reports of safety inspections and reports of accidents and of occupational illnesses. All first aid kits will be part of this inspection and their contents shall be updated to published MP Region standards.

**4. Safety and Health Programs:** The Parties may agree through negotiations to establish safety and health programs such as:

- a. health services;
- b. preventive medicine, wellness programs;
- c. smoking policies.

**5. Safety and Health Committees:**

a. The President for Local 951 (or his/her designee) shall serve as a member of the committee commonly known as the Safety Advisory Committee. When a vacancy(s) for employee members of the committee occur, NFFE will have the right to review all bargaining unit volunteers and select a candidate(s) for consideration of the full committee. The above process excludes committee members who are on the Office of Safety, Health and Security staff. b. Additionally, if a specific need arises, an issue specific committee may be established by mutual agreement of the Parties, and through negotiations, review and formulate recommendations regarding the specific issue. The arrangements, including but not limited to the following shall be negotiated:

- (1) size and composition of the Committee, including union representation;
- (2) frequency and scheduling of Committee meetings;
- (3) selection of Committee Chair (by rotation, election, or appointment);
- (4) publicizing of meetings and distribution or posting of agendas.

**6. Management agrees to provide any special and/or unusual safety equipment or supplies (such as personal protective clothing or**

equipment and devices) necessary as identified in an approved Job Hazard Analysis by the Safety Office. Job Hazard Analyses will be reviewed at least annually. At the employee's request, the Job Hazard Analysis will be reviewed between the employee and their supervisor. The Job Hazard Analysis shall be recorded. A copy will be provided to the employee and/or the Union upon request.

7. Management agrees to provide adequate lighting, heating, relative humidity, and ventilation in work areas in accordance with laws and regulations (e.g. OSHA), and will not permit employees to work for an unreasonable period of time in areas that do not meet these laws and regulations. If it is determined that heat, light, relative humidity, ventilation, and space are not adequate in any work area controlled by the MP Region, corrective action will be taken to the extent feasible. In facilities not controlled by the MP Region, such corrective action will be requested.

8. Management will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, Management shall inform the Union and the Parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications, warnings, relocation of employees, if needed, information to employees exposed to the hazardous conditions, and other steps the Parties may agree are necessary under the circumstance, such as holding informational meetings with affected employees.

9. The Parties, in the course of normal duties, shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor and/or the safety office. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas which may represent health hazards.

**10. Unsafe Working Conditions:** The parties agree that Management and the employees have a shared responsibility for identifying unsafe working conditions and environmental hazards.

a. When an employee feels that he/she is subject to conditions so severe that even a short term exposure to such conditions would be detrimental to health and safety, he/she should report the circumstances to the immediate supervisor, a member of the Safety staff and/or the Union. The supervisor and/or Safety personnel shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, an appraisal shall be obtained from the Safety Office. The Union will receive upon request a copy of any documentation of the inspection or appraisal of the alleged unsafe working conditions.

b. If the supervisor determines an unsafe or unhealthy circumstance exists and the supervisor cannot correct the hazard, the supervisor will take preventive action. Arrangements shall include notifications, warnings, relocation of employees, if needed, information to employees exposed to the hazardous conditions, and other steps the Parties may agree are necessary under the circumstance, such as holding informational meetings with affected employees.

c. The employee or group of employees who continue to believe that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. An employee or the Union may request an OSHA inspection at any time. When exposure to a serious hazard requires immediate solution and it is not possible to obtain the supervisor's concurrence beforehand, an employee may temporarily avoid the hazard and promptly notify a manager in his/her next supervisory level.



**11. Hazardous Materials:** Employees will be made aware of any exposure to hazardous materials when required by the OSHA Right To Know Regulation. No employee will be required or permitted to handle potentially hazardous materials without the proper training and information as prescribed by Federal law or regulation. As required by laws and regulations (e.g. OSHA), a chemical exposure monitoring plan will be provided for employees working with hazardous materials which pose a threat of long-term physical damage, including appropriate medical examinations and testing at the agency expense. Management will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored in accordance with Federal labeling and storage regulations. Upon discovery of non-compliance with Federal labeling and storage regulations, Management will immediately initiate corrective action.

**12. On-The-Job Injury or Illness:** Employees shall report to their supervisor all injuries or occupational illnesses which occur on the job. Management shall expeditiously process and forward to OWCP all documentation required which is within the MP Region's control when an employee sustains an on-the-job injury or allegedly contracts an occupational disease. At the employee's written request, copies of the employee's OWCP file content will be sent to NFFE. Management agrees to provide employees information and assistance in completing the claim forms under the Federal Employees Compensation Act (FECA).

13. When an employee is temporarily unable to perform his/her regularly assigned duties because of any documented and confirmed illness or injury, but is capable of returning to or remaining in a duty status, Management will strive to temporarily tailor the employee's regularly assigned duties or detail the employee to available work assignments compatible with the employee's physical condition.

14. Where documented medical evidence shows the work environment is contributing to a medical problem, Management will

make every reasonable effort to place the employee in a suitable environment to protect the employee's health.

**15. Keyboard Ergonomics:** Continuous operation of computer keyboards over extended periods of time may cause physical problems, such as carpal tunnel syndrome. Therefore, employees who perform continuous keyboard operation will be provided periodic breaks away from the keyboard during their workday to perform other non-keyboarding activity. Employees may be provided a diversion in work of at least 10 minutes per hour away from the keyboard. Ergonomic furniture and preventive devices will be provided when a need is identified.

**16. Occupational Health and Safety Training:** Management recognizes the need for training and orientation regarding Occupational Health and Safety. Management will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation of new employees. Additionally, supervisors will instruct employees in safe working habits, practices, and procedures in regard to specific job assignments.

**17. Communications:** Field-going employees subject to hazardous conditions will be provided a two-way communication device such as a cell phone or radio.

**18.** The Parties agree that in the event of on-the-job fatalities and/or serious injuries to an employee, they will work together to ensure that the situation is handled in a sensitive manner with consideration for the family and co-workers. The Union will be notified as soon as practicable. No release to the media or public will be made until next of kin has been notified.

The Parties agree that they will provide help and assistance to the employee or to their representative in applying for any benefits to which they may be entitled.

Management will notify OSHA and OWCP immediately of any fatality.

If an investigation of the situation is warranted, Management will consider allowing a Union representative to serve on the investigative team. The Union representative will be allowed the use of official time. The Union will be provided copies of all reports and investigations upon request after the Management review process is complete, normally within 60 days of the incident, unless government attorneys deny release, in which case, the union may seek the document pursuant to 5- USC 7114(b)(4).

## ARTICLE 29

### TRAINING

1. **General:** The Parties recognize the value of a well-trained work force and the need for a well-planned and conducted training effort. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, and/or meeting MP Region needs as determined by Management. The Parties further mutually agree to encourage employee self-development.

2. **Scheduling:** Recognizing the need for flexibility, Management retains the right to schedule and assign employees to training, determine the investment to be made in training, and to select training methods and facilities. Management will endeavor to schedule training so that employees will not have to travel on weekends. For those employees enrolled in work-related classes not scheduled by Management, Management agrees to make a reasonable effort to enable an employee to adjust his/her work schedule if feasible, in order to attend.

3. **Expenses:** Management agrees to consider reimbursement of expenses incurred by an employee in attendance at officially approved work-related courses on his/her own time.

4. **Use of Equipment:** Management agrees to make available to all employees enrolled in approved training courses academic aids, such as computers, if available on the premises of the activity at mutually agreeable times during the employee's on duty and off duty hours.

## ARTICLE 30

### UNION TRAINING

1. The Parties agree that a bank of 160 hours of official time will be made available each year to enable each union official to attend Union training, provided the training is of benefit to the MP Region and the Union in the administration of this Agreement. These hours shall only be for actual classroom attendance, not for travel to and from the training.

2. The count date will be made on January 1st of each year. This bank of time is exclusive of any official time for training that is provided by some other provision of this Agreement. Requests for official time must be submitted in writing to the supervisor at least one (1) week in advance of training. The number of hours in the bank may be increased by mutual agreement of both Parties.

3. The MP Region agrees to pay for travel expenses, travel time and per diem, which is allowed in official time, for Union Officials to attend Union training, such as training sponsored by the California Federation of Federal Employees (CAFFE). The MP Region will not be responsible for travel expenses and per diem exceeding \$3,000 per year. The Union will be responsible for the cost of tuition. The use of vehicles is authorized in accordance with the provisions of Article 7. The cost of GSA vehicles will not count against the \$3,000 per year cap. Requests for approval of travel under the provision of this section will be made to the Labor Relations Officer.

With respect to the training at the IAMAW Placid Harbor Training Center, official time from the bank of hours discussed in Section 1 above is authorized with the exception of sessions which address internal union matters such as dues collection, election of officers, appointment of stewards, and solicitation of membership. The Union shall submit to the Labor Relations Officer at least (14) fourteen days in advance of the training, a curriculum and/or

outline of the course of instruction, and specific time and dates. The Union will be responsible for travel and per diem associated with training at the IAMAW Placid Harbor Training Center.

**4. Records:** Management agrees to place in the employee's automated training history any training done on official time.

## ARTICLE 31

### REORGANIZATION

1. Management will inform the Union President or designee of proposed reorganization as soon as it anticipates such an occurrence and prior to releasing official oral or written information to employees or the public. The Parties shall share information and discuss reasons and alternatives. Management incurs no bargaining obligation until a decision to reorganize is made. When Management determines to reorganize, it will notify the Union President and negotiate as appropriate under Article 11.

2. In accordance with 5 C.F.R. 351, reorganization means the planned elimination, addition or redistribution of functions or duties in an organization. For purposes of Union notification, examples of reorganization include:

- a. a change in organizational structure and/or relocation of employees;
- b. the consolidation or merger of two or more groups;
- c. realignment of all or part of the activities, assignments, or functions within a group.

3. The Parties agree to consult on options for placing employees affected by reorganization. Upon request, management will inform Employees of available programs such as career counseling.

## **ARTICLE 32**

### **FURLOUGHS**

1. In accordance with 5 C.F. R. 351, furlough means the placement of an employee in a temporary non-duty and non-pay status for more than 30 consecutive calendar days or more than 22 workdays if done on a discontinuous basis, but not more than 1 year. Furloughs of less than 30 calendar days or less than 22 workdays are covered under U.S.C. 752, Adverse Action. This Article specifically applies to furloughs of less than 30 consecutive calendar days or less than 22 workdays. Furloughs of more than 30 consecutive calendar days or more than 22 workdays are covered by RIF procedures (see Article 33).

2. Management will inform the Union President or designee of proposed furlough as soon as it anticipates such an occurrence and prior to releasing official oral or written information to employees or the public. The Parties shall share information and discuss reasons and alternatives. Management incurs no bargaining obligation until a decision to affect a furlough is made. When Management determines that a furlough is necessary, it will notify the Union President and negotiate as appropriate under Article 11, including procedures to be used in conducting the furlough and measures to reduce the impact on the affected employees.

3. Management will provide the Union President details of the proposed furlough no later than 15 days before employees are notified. At that time, Management will advise the Union of the official reason, the number, names, titles, series and grades of all employees affected, and the measures, which Management proposes to take to reduce the adverse impact on employees.

4. The content of specific notices will be in accordance with 5 C.F.R. 351. The Parties agree that they may consult on the content of additional language. The affected employees will be given specific notice of the furlough at least 30 days before the effective



date. The notice shall include the information that the employee is represented by Local 951.

**5. Emergency Furloughs:** Consistent with 5 C.F.R. 752.404 (d) (2), advance written notice to employees with an opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate curtailment of activities.

## ARTICLE 33

### TRANSFER OF FUNCTION

1. In accordance with 5 C.F. R. 351, transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

2. Management will inform the Union President or designee of proposed transfer of function as soon as it anticipates such an occurrence and prior to releasing official oral or written information to employees or the public. The Parties shall share information and discuss reasons and alternatives. Management incurs no bargaining obligation until a decision to make a transfer of function. When Management determines that a transfer of function is necessary, it will notify the President and negotiate as appropriate under Article 11, including negotiation on the definition of local commuting areas, other procedures to be used in conducting the transfer of function, and measures to reduce the impact on the affected employees.

3. Management will provide the Union President details of the proposed transfer of function no later than 15 days before employees are notified. At that time, Management will advise the Union of the official reason, the number, names, titles, series and grades of all employees affected, and the measures, which Management proposes to take to reduce the adverse impact on employees. The Parties will jointly inform employees of a pending transfer of function.

The content of specific notices will be in accordance with 5 C.F.R. 351. The Parties agree that they may consult on the content of additional language. The affected employees will be given

specific notice of the transfer of function at least 60 days before the effective date.

4. Identification of positions and employees impacted by a transfer of function will be made in accordance with the two methods identified in 5 C.F.R. 351.

5. Once a decision has been made to transfer a function, Management will seek volunteers in accordance with 5 C.F.R. 351.

6. A competing employee has the right to transfer with a function if the alternative is separation or demotion.

7. For information on competitive areas, see Article 34.

## ARTICLE 34

### REDUCTION IN FORCE

#### 1. Policy:

a. The decision to conduct a reduction-in-force (RIF) is a Management right. The implementation of a RIF will be administered by Management. The Parties consider RIF to be an action of last resort and will avoid RIF whenever and wherever possible. To minimize the adverse impact of a RIF on employees, Management will accomplish goals otherwise achieved by a RIF, through attrition and/or cost reduction efforts whenever feasible before conducting a RIF. As a matter of policy in cases of budgetary insufficiency, Management will make every attempt to avoid RIF to the extent feasible and not prohibited by law. Such methods might include but are not limited to:

(1) innovative salary saving methods, e.g. leaving positions vacant to save salary costs, promotion freezes, offering leave without pay, furloughs;

(2) reduction of costs associated with contracting-out;

(3) reduction of costs incurred related to volunteers;

(4) reduction of expenses associated with travel, conferences, seminars, institutes, office furnishings, and purchases of supplies and equipment.

b. Management will make every effort to place employees in vacant positions to avoid RIF. Vacant positions and those positions which become vacant during a reduction-in-force will be reviewed by Management for possible restructuring in order to enable placement of personnel adversely affected by reduction-in-force action.

2. Management will inform the Union President or designee of proposed reduction in force (RIF) as soon as it anticipates such an occurrence and prior to releasing official oral or written information to employees or the public. The Parties shall share information and discuss reasons and alternatives. Management incurs no bargaining obligation until a decision to conduct a RIF. When Management determines that a RIF is necessary, it will notify the Union President and negotiate as appropriate under Article 11, including negotiation on the definition of local commuting areas, other procedures to be used in conducting the reduction-in-force, and measures to reduce the impact on the affected employees.

3. Management will provide the Union President details of the proposed RIF. Management will notify the Union at least fifteen (15) days before employees are notified. This notification will include the official reason for the RIF and the name, title, series, and grade of employees affected; efforts that have been taken to avoid the RIF; expected outcomes of the RIF; and the measures which Management proposes to take to reduce the adverse impact on employees.

4. The content of specific notices will be in accordance with 5 C.F.R. 351. The Parties agree that they may consult on the content of additional language. The affected employees will be given specific notice of the RIF at least 60 days before the effective date. The specific notices to employees in the bargaining unit adversely affected by reduction-in-force shall contain a statement offering personal interviews with appropriate staff members of the Human Resources Office to resolve individual problems and to give special assistance where practicable. The statement shall include the information that the employee is represented by Local 951 and may have a Union representative accompany him or her to the interview.

5. Upon request and subject to any confidentiality restrictions contained in the Privacy Act, a Union representative who is requested to provide assistance by a member of the bargaining

unit adversely affected by reduction-in-force shall be entitled to review:

a. The retention register(s) and the related records for the requesting employees for the employees' competitive level.

b. The retention register(s) and related records for levels in which there are employees who may displace the bargaining unit member.

c. The retention register(s) and related records for levels into which the bargaining unit member he/she believes may have displacement rights.

6. Upon request, and subject to any confidentiality restrictions contained in the Privacy Act, Management shall provide the Union a list of all positions which are considered trainee or developmental, and all requested information.

7. Management will consider asking DOI to seek OPM approval for early-out retirement authority for significant RIF. The Union will be given an opportunity to give input into the letter submitted to DOI.

8. The Parties agree to consult on options for placing employees affected by reduction-in-force upon request. Management will inform employees of available programs such as career counseling. Employees will be automatically enrolled in any applicable Departmental or government-wide placement program in effect. Management will inform employees of their rights under Interior's Career Transition Assistance Program (CTAP), and offer enrollment in other placement assistance programs operated by other agencies for which they are eligible and qualified.

9. An employee who has received a specific notice of involuntary separation by reduction-in-force and is within ninety (90) days of being eligible for retirement, has the right to use accrued annual

leave past the effective date the employee would otherwise have been separated in order to establish initial eligibility for retirement.

**10. Personnel Files:** The Union and Management will jointly encourage each employee to see that his/her personnel file is up-to-date as soon as the RIF is announced. Management will add to the personnel file appropriate changes or amendments requested by the employee. The personnel file will be used to match employees with vacancies.

11. When Management determines that a RIF is necessary, all current and new vacancies will be screened for possible use in the RIF. Once it has been determined that a position is not needed for RIF placement, the position may be filled. In accordance with 5 C.F.R. 351, employees may be assigned to a vacant position if the employee meets any minimum education requirement for the position and the agency determines that the employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position without undue interruption.

12. In the event Management determines to change competitive areas, it will notify the Union sufficiently in advance to permit pre-decisional discussion and input, using interest-based problem solving in partnership to address issues related to planned changes to the competitive areas. In addition, Management will provide sufficient notice to permit appropriate bargaining under Article 11 related to the proposed changes to competitive areas.

13. The Parties agree that OPM regulations fully define competitive level. In accordance with 5 C.F.R. 351.403, competitive levels consist of all positions in a competitive area which are in the same grade (or occupational level) and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so an agency may reassign

the incumbent of one position to any of the other positions in the level without undue interruption.

14. In accordance with 5 C.F.R. 351, at the time of separation an employee will be provided in writing their re-employment rights.

15. Repromotion actions will be accomplished in accordance with 5 C.F.R. 351. Management will establish a Repromotion Priority List (RPL) in accordance with 5 C.F.R. 351. An employee who believes he/she has not been properly considered for repromotion may file a grievance.

**Note:** The Parties recommend that in the event more than one employee is eligible for repromotion, all Mid-Pacific Region employees, regardless of bargaining unit status, will be forwarded first to management for consideration.



## **ARTICLE 35**

### **UNEMPLOYMENT COMPENSATION**

1. The Parties recognize that unemployment benefits are governed by state laws which vary greatly in their eligibility requirements and benefit amounts. Detailed information regarding unemployment benefits is provided by the state.

2. Management will provide affected employees with the appropriate form which contains general information on how to apply for unemployment compensation. Eligible employees are determined by the appropriate state or governmental authority.

## ARTICLE 36

### CONTRACTING OUT WORK

1. **General:** Management agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining unit. Management agrees to comply with the provisions of Federal Acquisition Regulation 48 C.F.R. Section 7.3 et seq., OMB Circular A-76, this agreement and other applicable laws, rules and regulations concerning contracting out. The Parties will negotiate on the impact of decision, at the Union's option, per Article 11.

2. **OMB Circular A 76 Reviews:** Studies of commercial activities which are currently performed by bargaining unit employees designated by Management for review under OMB Circular A 76 procedures will be subject to the following:

a. Management will keep Union informed annually of the schedule of commercial activities subject to OMB Circular A 76 review in the Mid-Pacific Region, which affect the bargaining unit and of any changes or revisions which are made in the schedule.

b. Management will notify the Union, prior to implementation, of OMB Circular A 76 reviews which may impact the bargaining unit. The Union will be invited to attend group meetings which may be held with affected employees.

c. When an A-76 cost comparison study is being conducted and a Cost Comparison Study Team is established, Management will invite a Union representative to participate. Should a Union representative be unavailable to participate, management will provide information or documents developed by the study team.

d. The Union will be invited to participate in any training sessions on preparation of an A-76 cost comparison study.

e. Management recognizes the "right of first refusal" required by OMB Circular A-76, Part I, Chapter 3(c) at I-18 (1983 ed.) which provides that the contractor will grant those Federal employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal, because of displacement due to contracting out, shall not deny a unit employee of any rights he or she might otherwise have under applicable RIF procedures.

f. Upon request, Management will provide the Union the resulting total cost figure of the successful bidder and the in house cost estimate figure at the time of the award.

g. If a function is to be contracted out, the Union will be notified, in writing, and given the effective date of the contract and afforded the opportunity to meet at the earliest practicable date to discuss the impact of the contracting out action. Any written proposals to Management from the Union must be provided within five (5) working days after the meeting unless the parties mutually agree to an extension of the response deadline. Nothing in this Article or Agreement shall be construed as precluding or delaying the MP Region from proceeding with an A 76 Contracting Award, particularly when bound by the terms of an agreement with a contractor.

h. The application and interpretation of Federal Procurement Regulations administered by the General Services Administration and circulars from the Office of Management and Budget and policies and regulations of the Department of the Interior involving contracting out are excluded from the negotiated grievance procedures.

**3. Appeals:** The Union may appeal the cost-comparison decision in accordance with the procedures set forth in OMB Circular A-76.

## ARTICLE 37

### VOLUNTARY ALLOTMENT OF UNION DUES

1. All employees covered by the Negotiated Agreement, who individually and voluntarily sign the standard form prescribed for employee's authorization of allotments, the MP Region shall, in accordance with the pertinent Federal Labor Relations Authority and Department of the Interior regulations, deduct from the earnings payable to each such employee a standard dues amount as determined by the Union.
2. Only those employees covered by this Agreement are eligible to voluntarily request dues withholding allotments under the following conditions:
  - a. the employee is eligible for membership in the Union;
  - b. the employee's earnings are regularly sufficient to cover the amount of the allotment, and the net salary for any specific payroll period is sufficient to cover dues deductions after other legal and required deductions have been made;
  - c. the dues cover only the regular periodic amounts required to maintain the employee as a member of the Union in good standing, exclusive of initiation fees, special assessments, back dues, fines and similar items;
  - d. the allotment is made on the prescribed form, provided by the Union, and certified by the appropriate Union official.
3. The Union and the MP Region recognize a joint responsibility to inform employees concerning dues withholding allotments including the conditions governing revocations of allotments, and to ensure that allotments are made voluntarily.
4. Deduction of dues shall be made each payroll period, beginning

with the second complete payroll period following receipt of the signed allotment form in the Human Resources (HR) Office, in the amount certified by the authorized Union official. The dues amount certified on the original allotment form shall remain the basis for payroll deductions until the appropriate Union official certifies to the HR Office that the amount of the employee's regular dues has changed. Such certifications may not be made more frequently than once each year as calculated from the date of the first dues allotment or latest change made.

Changes in deductions for employees shall be effective as of the beginning of the second complete pay period after receipt of the certified change in the HR Office.

5. All deductions made by the MP Region shall be transmitted electronically to the appropriate Union official accompanied by a listing of employees from whom dues have been withheld and the amount withheld.

6. Employee requests for revocations of allotments shall be made in writing, preferably but not necessarily on a standard form to be available in the HR Office, and to be furnished to the employee by the MP Region. Revocations will be effective no sooner than the beginning of the first full pay period following the one year anniversary of the employee's request for dues allotment.

7. Dues allotments deducted from payroll check of employees shall be terminated automatically under any of the following conditions:

a. Upon loss of exclusive recognition by the Union, or when this Agreement is terminated. Dues termination shall be effective at the end of the first full pay period after notification of such loss of recognition is received by the payroll office.

b. Upon separation of employees in the exclusive unit or their removal from the purview of the unit for technical reasons, dues

termination shall be effective at the end of the pay period during which such separation or removal occurs.

c. If employees in the exclusive unit are expelled or cease to be members in good standing of the Union, dues termination shall be effective the end of the first full pay period after receipt of written notice in the HR Office.

8. Management will provide written notice to the Union President of employees withdrawing from or ineligible for automated dues withholding, together with the reasons for such withdrawal or ineligibility such as: retirement, separation, promotion, revocation.

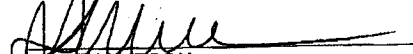
# NEGOTIATED AGREEMENT SIGNATURE PAGE

In witness thereof, the Parties hereto executed this Agreement on JAN 05 2006


FOR THE MID-PACIFIC REGION:

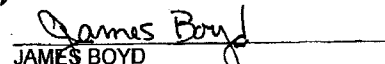
  
DEBORAH L. SERRANO  
Chief Negotiator

FOR THE UNION:

  
JAN THOMPSON  
Chief Negotiator

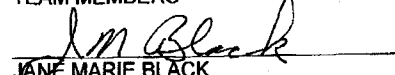
TEAM MEMBERS

  
JONI WARD

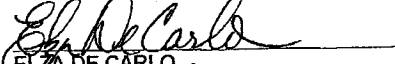
  
JAMES BOYD

  
JACKIE RODRIGUEZ

TEAM MEMBERS

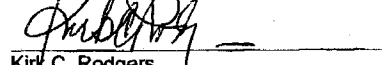
  
JANE MARIE BLACK

  
REBECCA NEWMAN

  
ELZA DE CARLO

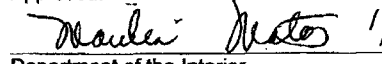
  
JOSH HOFFMAN

Executed and Recommended for Approval:

  
Kirt C. Rodgers  
Regional Director

1/5/06  
Date

Approved:

 1/24/2006  
Department of the Interior

## APPENDIX A

### ACRONYMS USED IN THE AGREEMENT

ADR	Alternative Dispute Resolution
AWS	Alternative Work Schedule
BOR	Bureau of Reclamation
BUE	Bargaining Unit Employee
BUS	Bargaining Unit Status
DOI	U.S. Department of the Interior
EC	Electronic Communications
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
FECA	Federal Employees Compensation Act
FLRA	Federal Labor Relations Authority
FLSA	Fair Labor Standards Act
FMCS	Federal Mediation and Conciliation Service
FSIP	Federal Service Impasses Panel
FTR	Federal Travel Regulations
GAO	Government Accounting Office
IAMAW	International Association of Machinists & Aerospace Workers
IT	Information Technology
LAN	Local Area Network
LMR	Labor Management Relations
LWOP	Leave without Pay
MSPB	Merit Systems Protection Board
NFFE	National Federation of Federal Employees
OMB	U.S. Office of Management and Budget
OPF	Official Personnel Folder
OPM	U.S. Office of Personnel Management
OSHA	Occupational Safety and Health Administration
OWCP	Office of Worker's Compensation Programs
RIF	Reduction In Force
RO	Regional Office
SCEP	Student Career Experience Program
ULP	Unfair Labor Practice
USC	United States Code (Law)
VRA	Veterans Readjustment Act



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