

# **COLLECTIVE BARGAINING AGREEMENT**



**BY AND BETWEEN**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
INDIAN HEALTH SERVICE**

**AND**

**LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA  
LOCAL UNIONS**

**#205      #888      #1376      #1386      #1396**

**AND  
I.H.S. NATIONAL COUNCIL**

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## **PREAMBLE**

The following Agreement constitutes a complete and total agreement by and between Laborers' International Union of North America (LIUNA), hereinafter referred to as the Union and the Indian Health Service (IHS), hereinafter referred to as the Employer. This Agreement is executed under the authority granted by the Civil Service Reform Act of 1978, Public Law (P.L.) 95-454, as amended by Title 5, Chapter 71, of the United States Code (U.S.C.).

This agreement serves to recognize our shared responsibility for organizational success through facilitating a mutually respectful, constructive and cooperative working relationship. Therefore, the parties agree to work together through this master agreement to identify problems, craft solutions, enhance productivity and the work environment.

The purposes of this Agreement are to promote effective and efficient operations, harmonious relations between the Employer and the Union, the establishment of an equitable and effective procedure for the resolution of differences and grievances, and to provide the employees an opportunity to engage in collective bargaining with respect to those conditions of employment, personnel policies and practices authorized by law to be the subject of collective bargaining.

It is agreed and understood by the parties that this Agreement will supersede any local procedures, practices or policies that are in conflict with the provisions of the Agreement.

## **GOVERNING LAW AND REGULATION**

The Parties agree that, in the administration of conditions of employment, nothing in this Agreement shall conflict with any existing or future Federal law, Executive Orders of the Federal government, or government-wide regulations.

## **RECOGNITION AND UNIT DESCRIPTION**

### **Section 1. Recognition**

- a. The Employer recognizes that the Union is the exclusive representative of all certified unit employees, hereinafter referred to as the employees, in the Unit described below, in accordance with the Certifications of the Election results issued by the Federal Labor Relations Authority (FLRA) for the Indian Health Service, by Case No. WA-RP-03-0074, dated July 14, 2004 and subsequent certifications to consolidate unit.
- b. The Employer recognizes the Union and its duly elected officers and appointed representatives as the exclusive representatives of employees in the bargaining unit. The Employer recognizes that the Union has the exclusive right to act for and represent all employees in the bargaining unit in negotiations and formal discussions with the Employer with regard to matters affecting conditions of employment.
- c. The Union recognizes its responsibilities to represent the employees for as long as the Union continues as the exclusive representative of such employees. The certified Unit to which this Agreement is applicable is as follows:

### **ABERDEEN AREA**

Included: All professional and nonprofessional employees of the Aberdeen Area IHS (Indian Health Service) Office in Aberdeen, South Dakota, including temporary employees with appointments of 90 days or longer.

Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All professional and nonprofessional employees of the Winnebago Service Unit, Indian Health Service, Department of Health and Human Services, Winnebago, Nebraska, with expectations of continued employment of ninety (90) days or more.

Excluded: All temporary employees with expectations of continued employment of less than ninety (90) days, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All professional and nonprofessional employees of the Public Health Service, Indian Health Service, Quentin N. Burdick Memorial Health Care Facility, Belcourt, North Dakota.

Excluded: All Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All professional and nonprofessional employees, including temporary employees with appointments of 90 days or more, of the Spirit Lake Health Center, Indian Health Service, Fort Totten, North Dakota.

- Excluded: All temporary employees with appointments of less than 90 days, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All professional and nonprofessional employees of the Indian Health Service, Standing Rock Service Unit, consisting of the Public Health Service Indian Hospital, Fort Yates, North Dakota, and Health Clinic, McLaughlin, South Dakota.
- Excluded: All part-time and intermittent employees who have a reasonable expectation of continued employment of 90 days or less, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All professional and nonprofessional employees of the Department of Health and Human Services, PHS Indian Hospital, Eagle Butte, South Dakota.
- Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All professional and nonprofessional employees of the Fort Thompson Health Center, Indian Health Service, Department of Health and Human Services, Fort Thompson, South Dakota, with expectations of continued employment of 90 days or more.
- Excluded: All temporary employees with appointments of less than 90 days, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All professional and nonprofessional employees of the Lower Brule Health Center, Indian Health Service, Department of Health and Human Services, Lower Brule, South Dakota, with expectations of continued employment of 90 days or more.
- Excluded: All temporary employees with appointments of less than 90 days, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All nonprofessional General Schedule and Wage Grade employees, including temporary and intermittent employees with appointments of 90 days or more, of the Indian Health Service, Aberdeen Area Youth Regional Treatment Center (also known as the Chief Gall Youth Regional Treatment Center), Mobridge, South Dakota.
- Excluded: All professional employees, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All professional employees, including temporary and intermittent employees with appointments of 90 days or more, of the Aberdeen Area Youth Regional Treatment Center (also known as

the Chief Gall Youth Regional Treatment Center), Indian Health Service, Mobridge, South Dakota.

**Excluded:** All nonprofessional employees, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Included:** All professional and nonprofessional employees of the Pine Ridge PHS Indian Hospital, Pine Ridge, South Dakota; the Kyle PHS Health Center, Kyle, South Dakota,- and the Wanblee Health Care Center, Wanblee, South Dakota, Indian Health Service, Department of Health and Human Services.

**Excluded:** All temporary part-time and intermittent employees who are employed for 90 days or less, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Included:** All professional and nonprofessional employees of the Indian Health Service, PHS Indian Hospital, Rapid City, South Dakota.

**Excluded:** All Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Included:** All professional and nonprofessional employees of the Public Health Service Indian Hospital, Rosebud, South Dakota.

**Excluded:** All temporary, part-time, and intermittent employees who are employed for 90 days or less; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Included:** All professional and nonprofessional employees of the PHS Indian Hospital, Sisseton, South Dakota.

**Excluded:** All Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Included:** All professional and nonprofessional employees of the Wagner Health Care Facility, Indian Health Service, Department of Health and Human Services, Wagner, South Dakota, with expectations of continued employment of 90 days or more.

**Excluded:** All temporary employees with appointments of less than 90 days, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **ALBUQUERQUE AREA**

Included: All professional and nonprofessional employees of the Albuquerque Area Office, Albuquerque, New Mexico; the Albuquerque Service Unit; the Acoma-Canoncito-Laguna Service Unit; and the Zuni-Ramah Service Unit.

Excluded: All employees with appointments of 90 days or less, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All nonprofessional employees employed at the Santa Fe Indian Hospital and Santa Clara Health Center and Southern Clinics (Cochiti Clinic, San Felipe Clinic, and Santo Domingo Clinic).

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All professional employees employed by the DHHS (Department of Health and Human Services), PHS (Public Health Service), IHS (Indian Health Service) Albuquerque Area, Santa Fe Service Unit, which includes the Santa Fe IHS Hospital, Santa Fe, New Mexico, the Taos-Picuris Service Unit, Taos, New Mexico, and the Jicarilla Service Unit, Dulce, New Mexico.

Excluded: All nonprofessional employees, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All nonprofessional General Schedule and Wage Grade employees of the Department of Health and Human Services, Public Health Service, Indian Health Service, Taos-Picuris Service Unit.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **BEMIDJI AREA**

Included: All General Schedule and Wage Grade professional and nonprofessional employees, including temporary employees with appointments of 90 days or longer, assigned to the Indian Health Service, PHS Indian Hospital, Cass Lake, Minnesota.

Excluded: All employees with temporary appointments of less than 90 days, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All professional and nonprofessional employees, including temporary employees with appointments of 90 days or more, of the White Earth Health Center, Public Health Service, Ogema, Minnesota.

Excluded: All management officials, supervisors, temporary employees with appointments of less than 90 days, Commissioned Corps Officers, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

Included: All employees of the Bemidji Area Office, Indian Health Service, Department of Health and Human Services, Bemidji, Minnesota.,

Excluded: All management officials, supervisors, professional employees, temporary employees with appointments of less than 90 days, Commissioned Corps Officers and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

## **HEADQUARTERS**

Included: All professional and nonprofessional employees employed by the Department of Health and Human Services, Indian Health Service, at its Headquarters in Rockville, Maryland.

Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All professional and nonprofessional employees of the Indian Health Service, Headquarters West, Albuquerque, New Mexico.

Excluded: All Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3) , (4) , (6), and (7).

## **NASHVILLE AREA**

Included: All professional and nonprofessional employees, including employees with temporary appointments of more than 90 days, of the Nashville Area Office of the Indian Health Service, U.S. Public Health Service, U.S. Department of Health and Human Services.

Excluded: All employees assigned to the Treatment Center, Cherokee, North Carolina; employees with temporary appointments of fewer than 90 days; Commissioned Corps personnel; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3) , (4), (6), and (7).

Included: All professional and nonprofessional employees and temporary employees with appointments of more than 90 days employed by the Cherokee Indian Hospital, Cherokee, North Carolina, and the Snowbird Health Center, Robbinsville, North Carolina.

**Excluded:** All employees with temporary appointments of 90 days or less, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **NAVAJO AREA**

**Included:** All professional employees employed by the Navajo Area Indian Health Service, at the Chinle, Crownpoint, Fort Defiance, Gallup (including the Gallup Indian Medical Center, all attached Health Centers, Health Clinics, and Health Stations), Kayenta (including the Kayenta Hospital and the Inscription House Clinic), Tuba City, and Winslow Service Units. All nonprofessional employees employed by the Navajo Area Indian Health Service at the Window Rock Area Office, Chinle, Crownpoint, Fort Defiance, Gallup (including the Gallup Indian Medical Center, all attached Health Centers, Health Clinics, and Health Stations), Kayenta (including the Kayenta Hospital and the Inscription House Clinic), Tuba City, and Winslow Service Units. All nonprofessional employees employed by the Navajo Area Indian Health Service, assigned to the Dzilth-Na-O-Dith-Hle Indian Health Center in Bloomfield, New Mexico.

**Excluded:** All professional employees employed by the Navajo Area Indian Health Service, at the Window Rock Area Office and the Dzilth-Na-O-Dith-Hle Indian Health Center in Bloomfield, New Mexico. All other employees employed by the Navajo Area Indian Health Service at the Northern Navajo Medical Center. All temporary, part-time, and intermittent employees employed ninety (90) days or less, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7) .

**Included:** All Wage Grade and General Schedule employees, all temporary, part-time, and intermittent employees (both professional and nonprofessional) who are employed for more than 90 days; and all professional employees employed by the U.S. Public Health Service, Indian Health Service, Northern Navajo Medical Center at Shiprock, New Mexico, and those employees working at the Teecnospos Clinic, Arizona, all professional and nonprofessional employees of the Four Corners, Regional Health Care Center, Red Mesa, Arizona, Indian Health Service, Department of Health and Human Services.

**Excluded:** All temporary, part-time, and intermittent employees (both professional and nonprofessional) who are employed for 90 days or less; employees of the Dzilth-Na-O-Dith-Hle Health Center, New Mexico; all Commissioned Corps personnel of the Four Corners Regional Health Care Center, Red Mesa, Arizona; all management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

## **OKLAHOMA AREA**

**Included:** All professional and nonprofessional employees of the Clinton Service Unit, Lawton Service Unit, Pawnee Service Unit, W.W. Hastings Indian Hospital, and Holton Service Unit whose appointments exceed ninety (90) days; all nonprofessional employees of the

Haskell Health Center, Lawrence, Kansas, and the Shawnee Health Center, Shawnee, Oklahoma, whose appointments exceed ninety (90) days.

**Excluded:** All professional employees of the Haskell Health Center and the Shawnee Health Center; all guards of the Clinton Service Unit, Lawton Service Unit, Pawnee Service Unit, Shawnee Health Center, and W.W. Hastings Indian Hospital; all Commissioned Corps personnel; management officials, supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **PHOENIX AREA**

**Included:** All professional employees working full-time, part-time, or temporary (professional employees) employed for 90 days or more of the Phoenix Area Office, Indian Health Service, Phoenix, Arizona.

**Excluded:** All nonprofessional employees, guards, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Included:** All professional and nonprofessional employees at Phoenix Health Service Indian Hospital, Whiteriver, Arizona; U.S. Public Health Service, Indian Hospital, Parker, Arizona; U.S. Public Health Service, Indian Hospital, San Carlos, Arizona; Phoenix Indian Medical Center, Phoenix, Arizona; Fort Yuma Indian Hospital, Yuma, Arizona; and nonprofessional employees at Phoenix Area Office, Indian Health Service, Phoenix, Arizona; and all professional and nonprofessional employees of the Peach Springs Indian Health Service Clinic, Peach, Springs, Arizona, Indian Health Service, Department of Health and Human Services.

**Excluded:** All Branch Clinic employees of the Fort Yuma Indian Hospital, guards of the Parker and San Carlos Indian Hospitals, intermittent employees at Phoenix Indian Medical Center, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Included:** All professional General Schedule and nonprofessional Wage Grade and General Schedule employees of Hopi Keams Canyon PHS Service Unit, Keams Canyon, Arizona.

**Excluded:** All temporary employees working less than 90 days, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

**Included:** All professional and nonprofessional Indian Health Service (IHS) employees of the Hu Hu Kam Memorial Hospital, Sacaton, Arizona, who are currently detailed by IHS to the Gila River Health Care Corporation under special purpose Intergovernmental Personnel Act assignments.

- Excluded: All temporary employees with an appointment of 90 days or less, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All professional employees and nonprofessional General Schedule employees and Wage Grade employees of the Phoenix-Tucson Regional Treatment Center located in Sacaton, Arizona.
- Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).
- Included: All nonprofessional employees of the Indian Health Service (IHS), Elko Service Unit, and all nonprofessional IHS employees of the Owyhee Hospital, Owyhee, Nevada who are currently detailed by IHS to the Shoshone-Paiute Tribes of the Duck Valley Reservation under special purpose Intergovernmental Personnel Act assignments.
- Excluded: All professional employees, temporary employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7) .
- Included: All professional employees, including temporary professional employees employed for 90 days or more, of the Indian Health Service (IHS), Elko Service Unit, and all professional IHS employees, including temporary professional employees employed for 90 days or more, of the Owyhee Hospital, Owyhee, Nevada who are currently detailed by IHS to the Shoshone-Paiute Tribes of the Duck Valley Reservation under special purpose Intergovernmental Personnel Act assignments.
- Excluded: All nonprofessional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4) , (6), and (7).
- Included: All professional and nonprofessional General Schedule and Wage Grade employees of the Public Health Service Unit, Schurz, Nevada.
- Excluded: All temporary employees who have been employed 90 days or less, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. Section 7112(b)(2), (3), (4) , (6), and (7).
- Included: All nonprofessional employees of the Uintah and Ouray (U&O) Service Unit Health Facility, Phoenix Area, Indian Health Service, Fort Duchesne, Utah, and all nonprofessional employees working at the Office of Environmental Health and Engineering (OEHE), Fort Duchesne, Utah.
- Excluded: All professional employees, temporary employees with expectations of continued employment of 90 days or less, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All professional employees of the Uintah and Ouray (U&O) Service Unit Health Facility, Phoenix Area, Indian Health Service, Fort Duchesne, Utah, and all professional employees working at the Office of Environmental Health and Engineering (OEHE), Indian Health Service, Fort Duchesne, Utah.

Excluded: All nonprofessional employees, temporary employees with expectations of continued employment of 90 days or less, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All nonprofessional employees of the Nevada Skies Youth Wellness Center, Indian Health Service, Wadsworth, Nevada.

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7), and all Commissioned Corps personnel.

## **PORLAND AREA**

Included: All nonprofessional employees of the IHS Office of Environmental Health and Engineering, Yakama Field Office, Toppenish, Washington.

Excluded: All professional employees, intermittent employees, temporary employees on appointments less than 90 days, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Included: All nonprofessional employees of the Portland Area Office, Indian Health Service, Portland, Oregon.

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7), and all Commissioned Corps personnel; temporary employees with an appointment of less than 90 days; part-time employees; and intermittent employees.

## **TUCSON AREA**

Included: All professional and nonprofessional employees of the Indian Health Service (IHS), U.S. Public Health Service, employed by the Tucson Area Office, Tucson, Arizona, by the Sells Service Unit through the U.S. Public Health Service Indian Hospital, Sells, Arizona, the Santa Rosa Health Center, Santa Rosa, Arizona, and the San Xavier Health Center, Tucson, Arizona, and by the Pascua Yaqui Service Unit, Tucson, Arizona.

Excluded: All employees detailed by the IHS under special purpose Intergovernmental Personnel Act assignments, Commissioned Corps personnel, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

## **ARTICLE 1**

### **EMPLOYEE RIGHTS, RESPONSIBILITIES AND PRIVILEGES**

#### **Section 1. Fair and Equitable Treatment**

- a. The Parties to this Agreement agree that Employees have a reasonable expectation to have their diversity recognized and respected and have a right to receive fair and equitable treatment with due regard to Indian Preference, Veterans preference and any other preference categories as defined by law.
- b. With due regard to Indian Preference requirements, the Parties affirm their joint opposition to illegal discriminatory practices in connection with conditions of employment (as defined by statute) believing that the public interest requires the full utilization of employee's skills and abilities without regard to age, sex, race, religion, color or national origin, handicapping condition, marital status, political affiliation or other conditions covered by law, government-wide regulation and executive order.
- c. It is agreed that the Employer will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency. Employees will be afforded proper regard for and protection of their privacy and constitutional rights. Additionally, all employees should receive fair and equitable treatment in all aspects of personnel management consistent with Federal Merit Systems Principles, 5 USC 2301.

#### **Section 2. Participation in the Union**

Each employee shall have the right to form, join, or assist the Union, 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 by law, such right includes the right:

- a. to act for the Union in the capacity of a representative and the right, in that capacity , to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b. to engage in collective bargaining with respect to conditions of employment through Union representatives.

#### **Section 3. Official Time**

- a. Employees have the right to discuss issues or concerns with their Supervisor. Employees will be provided a reasonable amount of duty time, if otherwise in a duty status, for activities to include the following:
  1. Preparing or presenting grievances under this agreement.

2. Providing information in connection with investigation of a grievance or arbitration hearing.
  3. Preparing a written reply or making an oral reply to a notice of proposed adverse action.
  4. Participation in meetings related to this agreement at the request of management.
  5. Travel Time and Travel Reimbursement in connection with the foregoing activities if approved in advance by the Employer. Travel time and Travel Reimbursement will not be approved if there is a Union Representative at the employee's Service Unit or within seventy-five (75) miles of the employee's duty location who could have represented the employee.
  6. Employees are permitted to download and print the Collective Bargaining Agreement using the Employer's equipment and supplies.
- b. Nothing in this agreement affects the rights of Bargaining Unit Employees to official time provided by applicable laws and regulations.

#### **Section 4. Right to Representation**

Employees shall be given the opportunity to be represented by the Union at:

- a. Any formal discussion between one or more representatives of the Employer and one or more Employees or the representatives of such Employees concerning any grievance or any personnel policy or practices or other general conditions of employment;
- b. (Weingarten Rights) At any examination of an employee in the unit by a representative of the Employer 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.
- c. The Employer will inform all Employees on an annual basis of their rights under paragraph b above utilizing email notification and posting on all official bulletin boards.
- d. In the event that a supervisor calls an employee(s) to meet with a supervisor, they shall notify the employee(s) of the nature of the meeting at the time of the request.
- e. When the Employee requests representation, the examination shall be postponed for a reasonable time (normally for not more than two (2) work days to allow for the representation).
- f. Management shall inform the Union whenever it directs any bargaining unit employees to meet with any government investigatory agency. These agencies include, but are not limited to: GAO, OSC, and/or the Inspector General from HHS or any other federal agency. If Management fails to notify the Union about these meetings, Management shall provide the

Union with notice five (5) workdays in advance of any proposed disciplinary action based on a BUE's involvement in these investigations.

## **Section 5. Procedures for Requesting Official Time for Employees**

- a. When exercising the rights afforded by statute (5 USC 71) and other rights under this Agreement, employees will be granted a reasonable amount of official duty time.
- b. An employee desiring to see a Union Representative on official duty time shall notify their supervisor of the date, time and approximate amount of official time they are requesting. The Employee's supervisor will contact the Union Representative and their supervisor and a tentative meeting time will be set.
- c. The employee request for official time will include approximate length of time needed and location. If the employee cannot be released immediately due to work related reasons, the employee will be released as soon as possible, but normally no later than the employee's next shift after the request. If a delay in releasing an employee involves a situation with contractual time limit, the time limit will be extended equal to the delay.
- d. Employees requesting to meet during non-duty status time have no obligation to request official time from their supervisor when seeking a Union Representative.

## **Section 6. Other Employee Representatives**

An Employee may be represented by an attorney or another representative other than a Union representative in an action not covered by the negotiated grievance procedure. It is the employee's responsibility to make arrangements for any and all alternative representation.

## **Section 7. Courtesy in the Workplace**

Employees, as well as all other individuals addressed by this Agreement, have the right to receive and are expected to demonstrate courtesy, consideration and mutual respect consistent with the Department of Health and Human Services (HHS) Supplemental Standards of Ethical Conduct for Employees.

## **Section 8. Outside Activities**

Employees have the right to engage in activities of their own choosing, except as prohibited by law, government-wide regulation, and/or Agency Outside Activity policies. Employees will request approval for any outside activities when required. The employer's decision to deny any outside activity is grievable.

## **Section 9. Searches**

The Employer will conduct any searches in accordance with applicable laws, rules, and regulations. Employees have a reasonable expectation of privacy in their person and personal

belongings. The employee and/or Union representative will normally be allowed the opportunity to be present during searches of IHS employees or IHS property.

## **Section 10. Records on Employees**

- a. An employee has the right to access their information and records maintained by the Employer.
- b. The parties agree that information in any personnel records of a confidential nature will be protected from unauthorized disclosure by the parties and/or their agents who have access to such data.
- c. The Employer shall ensure and Employees have the right to expect that their Employee Health Records, if any, are maintained according to applicable Privacy Act and other rules and regulations.

## **Section 11. Employee Electronic Records**

Employees may access electronic data systems such as ITAS, MyPay, eOPF, etc. from their work station or in another location designated by management that provides necessary privacy. The employee will notify his/her supervisor if he/she needs to leave their workstation for this purpose.

## **Section 12. Employee Mail**

Management agrees to designate and publish in writing a convenient mail receptacle/receptacle-point where each employee may receive official mail.

## **Section 13. Probationary or Trial Period Employees**

Employees that are serving a probationary or trial period may have certain appeal rights and should consult a Union Representative if they have any questions.

## **Section 14. Term or Temporary Employees**

Term or Temporary employees will be advised with as much advance notice as possible, but not less than two weeks prior to the date of their separation, if they are being separated for non-disciplinary reasons prior to or on the not to exceed date of their appointment. The two week advance notice requirement does not apply if the employee's appointment is for ninety (90) days or less.

## **Section 15. No Reprisal**

Management will not take reprisal action against employees for the exercise for any appeal right granted by any law, rule or regulation granted by this agreement. In addition, an employee will not suffer reprisal for Whistle Blowing activities, making health and safety complaints or

opposing any unlawful discrimination. Reprisal will not be taken against employees who choose not to donate to charity.

### **Section 16. Employee Health and Family Responsibilities**

Employees have the right to make decisions about their own personal health and family responsibilities. Supervisors may request appropriate information but may not substitute their judgment for that of the employee.

### **Section 17. Communications**

- a. The supervisor will bring any perceived problem with an employee to the employee's attention as soon as possible. Employees will be counseled in private in a reasonable and constructive manner. To the extent that it is within management's control, the serving of warrants/subpoenas will be done in private.
- b. Employees and Union representatives may communicate briefly for ten minutes or less, without official time being requested as long as contacts are incidental and infrequent and do not interfere with the accomplishment of work.
  1. Perceived problems with brief communications will be brought to the attention of the facilities' Chief Steward if any, or the Union Business Manager of the Local and the appropriate management official.
  2. The Union will guard against the abuse of brief communications.

### **Section 17. Position Descriptions**

Employees have a right to an accurate Position Description.

## **ARTICLE 2**

### **UNION RIGHTS AND OFFICIAL TIME**

#### **Section 1. General Provisions**

- a. The parties agree that obligations imposed by 5 USC Chapter 71 and this agreement will be observed.
- b. The Union will provide the Employer with a list of primary contacts for purposes of official notification of changes, events or other issues which may affect the bargaining unit at the National, Headquarters, Area and Service Unit level. Such list(s) shall be provided by the designated Business Manager or designated Union Official.
- c. The Union will furnish the Employer, in writing a current list of all designated Union representatives, and written notice whenever there is a change in any representative. Upon receipt of such notice, the Employer will recognize all such designations made by the Business Manager, or their designee of each Union Local. Designations must be in writing and provided to the Employer prior to assumption of duties.
- d. The Employer agrees to provide the Union with current listings of designated Labor Management Relations Officials. Upon request, Labor Relations Officers (LRO's) will provide the Union with a list of specific management officials, including their respective areas of jurisdiction.

#### **Section 2. Official Time Procedures**

The following procedures shall govern in contacts between Employees and Union representatives that occur when either party is in a duty status:

- a. A Union representative using official time will notify his/her supervisor of the date, time and the approximate length of time needed and the location where the representative will be for representation functions. Normally, the representative will be released, as requested. If workload and staffing requirements cause a temporary delay in being released, the employee will be released within 24 hours absent extraordinary circumstances. If a delay would result in a missed deadline, the representative will be given an extension of time equal to the delay. The supervisor will make a record of all denials of requests for official time and provide the Union a copy upon request. Union representatives will make a reasonable effort to notify their supervisor but will not be penalized for responding promptly to higher ranking management officials.
- b. Official time spent by authorized Union representatives shall be recorded on the official time form maintained by the supervisor and a copy will be provided to the Union Representative upon request.

The notification and approval for release time should be done directly between the Union Representative and the Supervisor or designee. Other methods of notification and approval of release time may be utilized provided that the information is accurately recorded on the Official Time Form (Appendix A).

### **Section 3. Official Time Activities**

The parties agree that patient care and support of patient care are the priorities of every Employee. Official time is time granted by the Employer to perform representational functions without charge to leave or loss of pay. The Union agrees that requests for Official Time will be consistent with the representational obligations of the Union and the needs of the mission of the agency.

Official time is appropriate for the following activities:

- a. When investigating, preparing, and/or presenting grievances in accordance with the negotiated grievance procedure and/or arbitration proceedings conducted under Articles 32 and 33 of this agreement.
- b. When serving as an Employee's representative (includes investigating, preparing and/or presenting issues) as allowed by applicable law, rule and/or regulations, for adverse action, disciplinary action, discrimination complaint, OWCP, or Unfair Labor Practice and/or other claims under applicable law, rule and/or regulations that concern or affect personnel policy or conditions of employment.
- c. When conducting an investigation, preparing for or participating in formal discussions.
- d. During preparation for and negotiation with management officials concerning changes to personnel policies, practices, and procedures affecting working conditions in accordance with Article 31 of this Agreement, applicable law, rule or regulation.
- e. When attending meetings arranged and called by management officials.
- f. When performing other functions for which official time is specifically authorized by the terms of this Agreement, applicable law, rule or regulation.
- g. Attendance by Union representatives at training sessions sponsored by the Union that relates to their representational duties. Approval or denial of official time for training will be on a case-by-case basis. Such training normally will not exceed ten (10) work days for any individual per year unless otherwise agreed to by the Employer. An agenda or description of the training will be provided to the Employer as soon as possible in advance of the training, but no later than 30 days in advance.
- h. Travel time if otherwise in a duty status in connection with the foregoing activities if approved in advance by the Employer.

#### **Section 4. Travel Reimbursement**

Travel reimbursement will be authorized in connection with Section 3 above if approved in advance by the Employer.

#### **Section 5. Primary Contacts**

The Union will direct correspondence or other communications intended for the Employer to the appropriate official for each location as designated by the Employer. The Employer will direct correspondence or other communications intended for the Union to the appropriate official as designated by the Union.

#### **Section 6. Activities For Which Official Time Is Not Required**

- a. Official Time is not necessary for representational work during off duty hours.
- b. Official Time will not be requested for internal Union Business, or for training that is solely related to internal Union business.

#### **Section 7. Membership Drives**

Upon request and subject to security requirements, the Union will be provided reasonable access to Employer facilities for membership drives. Upon request, the Employer will provide tables, chairs, easels, video equipment, electronic devices, and other office amenities if available. The Employer agrees to announce over the PA system, for the Union, information regarding Union membership drives the same as other organizational announcements. The Union will provide for the purpose of the announcement the date, time, location, and purpose of the meeting. Employees who attend membership drives must do so while on annual leave, LWOP, compensatory time off, during their break, lunch or before or after their working hours.

#### **Section 8. Website Link**

The Employer shall assure that the Union has its own URL link on the IHS Homepage Website.

#### **Section 9. Official Time**

- a. Union representatives shall be granted a reasonable amount of official time to perform appropriate representational duties.
- b. In addition, the parties agree that the following established Union bank times will apply:
  1. Chief Steward < (less than) 300 employees/ Service Unit = 416 hours per year
  2. Chief Steward > (more than) 300 employees/ Service Unit = 832 hours per year
- c. Full Duty Time:

1. By the end of Fiscal year 2010 or as soon after as possible the Union shall designate two (2) Bargaining Unit Employees to perform representational functions at Full Duty Time.
2. By March 30, 2011 the Union shall designate a third Bargaining Unit Employee to perform representational functions at Full Duty Time.
3. The parties agree that before the close of fiscal year 2011 they shall jointly conduct a full review of release time data and issues. Based on the data, the number of Full Duty Time positions may be increased in fiscal year 2012.

## **Section 10. Data Requests**

The Union has a right to request data in accordance with 5 USC 7114(b)(4). Data requests will be in writing and they will identify the Union's particularized need for the data. Data requests will be sent to a person designated by the Employer to receive those requests. The employer will acknowledge receipt of the request within 10 days.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### **Section 1. Management Rights.**

In accordance with 5 U.S.C., Chapter 71, nothing in this Agreement shall affect the authority of any management official:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. in accordance with applicable laws:
  - to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
  - with respect to filling positions, to make selections for appointments:
    - from among properly ranked and certified candidates for promotion;
    - or any other appropriate source; and,
    - to take whatever actions that may be necessary to carry out the Agency mission during emergencies.

#### **Section 2. Negotiable Matters.**

Nothing in this Agreement shall preclude the Employer and the Union from negotiating:

- a. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing the work.
- b. Procedures which management officials of the Agency will observe in exercising any authority under this Agreement; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement by such management officials.

## **ARTICLE 4**

### **FACILITIES AND SERVICES TO THE UNION**

#### **Section 1. General Provisions**

The parties agree that the Union shall be provided facilities, equipment and services necessary and conducive to effective labor-management relationships. Further, the parties agree that Union requests for facilities, services and equipment will be met with timely, professional and courteous management responses and that the Union will be responsible for the proper care of the facilities, services and equipment provided in this article.

#### **Section 2. Union Offices**

- a. The Employer agrees to maintain the status quo regarding any offices that the Union has been provided including any furniture and equipment. For those Service Unit/Headquarters locations that a union office does not exist, the Employer agrees to provide reasonable office space for a Union office. The type and location of the office space are subject to local bargaining. Minimum Union requirements for adequate workspace include but are not limited to; at least one desk and table, a working telephone, facsimile, at least two chairs, locking file cabinet; and, at least one computer and printer that is compatible with current IHS systems and has access to the IHS intranet and internet.
- b. The Union office space, including equipment, shall be for the sole use of the Union, and will be private and secure to ensure confidentiality of records and conversations.
- c. The Union may designate specific individuals to staff the Union office on a regular basis and will provide a schedule of such staffing to the local management upon request. Official time will be in accordance with the official time section of Article 2 of this Agreement. Union representatives shall have access to Union offices during the same times the facility is open to staff.
- d. All such usage stated above shall be without charge to the Union and will be in accordance with the Employer's regulatory requirements and the Union's representational purposes as prescribed by law. This section will be implemented within 60 days following the signing of this agreement.

#### **Section 3. Meeting Facilities**

The Employer agrees to provide meeting facilities, during normal business hours, as available and upon sufficient advance notice, for Union use for appropriate Union business, provided such facilities are left in a clean condition and do not interfere with the normal course of Agency business. The Employer agrees to announce over the PA system, for the Union, information regarding Union meetings the same as other organizational announcements. The Union will provide for the purpose of the announcement the date, time, location, and purpose of the meeting.

#### **Section 4. Bulletin Boards**

The Employer will provide one (1) to four (4) bulletin boards depending on the size of the facility, for union use. The bulletin boards will be placed in a publicly accessible area.

#### **Section 5. Mail**

**Internal Mail:** Internal mail distribution service (this includes electronic mail service) shall be made available to the Union for distribution of material to employees of the bargaining unit. Material for individuals will be individually addressed and placed in departmental mailboxes by the Union.

An individual mailbox will be designated at each location for delivery of mail to the Union.

#### **Section 7. Website**

The employer agrees to establish a page link on the IHS website dedicated to Union issues.

#### **Section 8. Lists of Employees**

The Employer agrees to furnish the Union a current and accurate list of all bargaining unit employees within the bargaining unit ordered by Full Name, Dept ID, Job Title, Pay Plan, Occupational Series, Grade, Step, FLSA Status, Bargaining Unit Code, Service Date, Full Time/Part Time Status, Location Code, Location Description, and POI; on a quarterly basis (quarters ending 3/31, 6/30, 9/30, and 12/31) of each calendar year. Such list will be provided to the Business Manager of the National Council or designee. This does not preclude nor substitute for other Union requests for Bargaining Unit listings to meet other representational needs.

#### **Section 9. Surveys and Publications**

The Union will be notified in advance of any surveys regarding working conditions or potential changes to working conditions, going out to bargaining unit employees and any bargaining obligation will be fulfilled to the full extent of the law. The Employer agrees to provide, upon request, hard copies of Personnel publications, policies, regulations and standards which are maintained by the Employer when not accessible via the internet.

## **ARTICLE 5**

### **UNION DUES WITHHOLDING**

#### **Section 1. Union Membership Dues Withholding**

The Employer will make provisions for automated payroll deduction of Union membership dues each pay period. Each eligible Employee may elect to have Union membership dues deducted from their pay through the automated payroll system. The Union will inform each of its members of the voluntary nature of the authorization for Union membership dues withholding and of the prescribed procedure for revoking their authorization.

#### **Section 2. Request for Payroll Deductions for Labor Organization Dues – Standard Form (SF-1187)**

- a. The Union agrees to distribute to Employees the Standard Form 1187, “Request for Payroll Deductions for Labor Organizations Dues” and to receive at anytime, completed forms from Employees who request a deduction. The Union may include a SF-1187 as a part of their New Employee Orientation material and may download the SF-1187 from the OPM website utilizing the Employer’s computer equipment.
- b. The designated Union officials are to receive the completed forms and to enter the amount of Union membership dues for the Employee for each pay period and to determine whether the employee is eligible for Union membership. The Union official will then complete the required certification and submit the forms to the appropriate HR office for further processing.

#### **Section 3. Voluntary Revocation Of Union Dues**

An employee may request voluntary revocation of dues after dues have been deducted for one year or on each anniversary date thereafter provided that the employee submits their revocation to the designated Union official within five (5) days prior to or five (5) days after the anniversary date. The designated Union official will then check for timeliness and if the Standard Form 1188 (SF-1188) is timely; it will be forwarded to the appropriate Human Resources office for processing. The revocation will become effective at the beginning of the first pay period which begins after receipt of the SF-1188 by the Human Resources Office. Forms submitted untimely will not be forwarded for revocation. Such untimely SF-1188 submissions will require resubmission at the next anniversary date opportunity. Any problems which affect or delay the processing will be reported to the employee and the Union.

#### **Section 4. Dues Cancellation and Termination**

Union membership dues deductions will be canceled whenever an Employee is no longer eligible for dues withholding. An allotment for the deduction dues with respect to any employee shall terminate when the agreement between the Employer and the Union ceases to be applicable to the employee. The Employer will have the sole responsibility for dues cancellation for

employees who leave the bargaining unit. Failure by the Employer to do so will not result in any financial liability on the part of the Union. Employees who have had dues erroneously deducted by the Employer may file a grievance under the terms of this agreement.

### **Section 5. Notification of Changes**

The authorized representative of the Union shall notify the Employer when the Union's membership dues structure changes. The changes shall be effective no later than at the beginning of the second full pay period after receipt of such notice by the appropriate HR office responsible for processing SF 1187s.

### **Section 6. Effective Dates and Delay Notification**

The Employer will promptly forward SF-1187's to the appropriate office responsible for processing SF-1187s. Union membership dues deductions will be effective at the beginning of the second full pay period after receipt of authorized SF-1187's by the appropriate office responsible for processing SF 1187s. The Employer will report any problems which could delay the processing to the appropriate Union representative.

### **Section 7. Remittance Reports**

The Employer agrees to provide to the Union electronic reports each pay period of Employees enrolled in Union membership dues deductions. If electronic reports cannot be provided then written reports will be provided to the Union. The reports will contain the Employees' names, Social Security #'s, amount deducted, and information identifying the Employees' work location.

### **Section 8. Other Allotments/Deductions**

Each Union member may elect to have other allotment/deductions from their pay by designating allotments/deductions through the automated payroll system.

## **ARTICLE 6**

### **HOURS OF WORK AND COMPENSATION**

#### **Section 1. Basic 40-hour workweek**

The standard workday shall be defined as eight (8) hours a day, not including a meal period. The standard workweek shall be defined as five (5) 8-hour days for a total of forty (40) hours, Monday through Friday. A pay period consists of 80 hours over a two week period.

#### **Section 2. Alternative Work Schedules**

Alternative Work Schedules (AWS) include both Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS) and are found in Articles 8 and 9 of this agreement.

#### **Section 3. Overtime**

Overtime work is work officially ordered, approved and worked in excess of eight (8) hours in a day or in excess of forty (40) hours in an administrative work week. For definitions regarding FLSA status see Section 6, General Overtime Provisions.

Overtime shall be compensated at rates in accordance with all applicable federal laws and regulations.

Overtime work will not be assigned to an employee as a reward or punishment. Employees directed or authorized to work overtime shall be compensated for any partial hour worked. All overtime and compensatory time must be authorized in advance except in emergency situations.

#### **Section 4. Notice of Overtime Distribution**

Employees assigned overtime work shall be given a minimum of forty eight (48) hours of advance notice whenever possible. The parties understand there will be situations in which the 48 hour advance notice is not possible. The Supervisor will notify Employees of overtime work as soon as possible after the need for overtime is known.

#### **Section 5. Distribution of Overtime**

Overtime assignments shall be distributed fairly and equitably among similarly qualified and available employees. This does not preclude management from providing for coverage through a voluntary arrangement agreeable to the employees of the interested departments, areas or units. Records of overtime/compensatory time worked will be available for review by Union representatives consistent with pertinent regulations. The Employer will assure that employees are qualified to perform assigned overtime work when employees are assigned overtime in positions other than their own.

## **Section 6. General Overtime Provisions**

a. Employees covered (non-exempt) under the Fair Labor Standards Act (FLSA):

1. Employees who work in excess of their regularly scheduled hours per day, week, or pay period with the knowledge (direct or indirect) of their supervisors (suffered and permitted), will be compensated for that overtime worked.
2. Employees are entitled to monetary compensation at one and one-half (1 ½) times the basic rate of pay unless they make a written election to take compensatory time off instead.
3. Prevailing Rate System (i.e., wage grade) employees, covered by the Fair Labor Standards Act (FLSA), may earn compensatory time-off in lieu of overtime payment. Employees must request compensatory time in writing prior to working the overtime.

b. Employees not covered (exempt) under the FLSA:

1. For each employee whose rate of basic pay does not exceed the minimum rate for GS-10, the overtime hourly rate is 1 ½ times his or her hourly rate of basic pay.
  2. For each employee whose rate of basic pay exceeds the minimum rate for GS-10, the overtime hourly rate is 1 ½ times the hourly rate of basic pay at the minimum rate for GS-10.
  3. Employees may request to receive either overtime payment or compensatory time off. However, employees whose rate of pay exceeds GS-10, Step 10, may be required to take compensatory time off in lieu of overtime pay.
- c. Supervisors will provide sufficient opportunities for Employees to use compensatory time within workload and staffing requirements.

## **Section 7. Overtime Relief**

An Employee may request to be relieved of an overtime assignment when it creates a personal hardship for him/her.

The Employer will normally grant such requests unless workload and staffing requirements cannot be met in an alternative way as determined by the Employer. The Employee will notify the Employer if they have found a qualified substitute.

## **Section 8. Compensatory Time-Off for Religious Observance**

An employee whose personal religious beliefs require the employee's absence from work during certain periods of time may elect to work compensatory time to make up for such time.

"Personal religious belief" shall be interpreted broadly, consistent with applicable law and regulations and includes traditional religious beliefs. The religious belief does not have to be associated with, or the recognized requirement of, an established religion.

It is the Employer's policy to make reasonable accommodations to grant employees religious compensatory time off.

An employee may earn compensatory time up to four (4) pay periods in advance prior to using religious compensatory time or make up the time within four (4) pay periods after it is used, or it will be converted to annual leave (if available) or otherwise to leave without pay (LWOP).

Employees must make a written request as far in advance as possible to their supervisor, for approval to work religious compensatory time. Religious compensatory time for such observances will be granted.

## **Section 9. Rest Periods**

Employees may take a fifteen (15) minute rest period during each four hours of the workday, including overtime, as close as possible to the midpoint of the four hours. Rest periods may not be appended to periods of leave, meal periods, or the beginning or end of the Employee's workday. Rest periods may be denied in emergency situations where operational necessity requires the Employee to be at the work site and/or may be restricted to the worksite.

## **Section 10. Meal Periods**

- a. An unpaid meal period of not less than thirty (30) but not more than sixty (60) minutes, with the length to be determined consistent with the needs of the work unit, will be permitted and is to be taken as close as possible to the mid-point of the Employee's work day.
- b. An Employee is entitled to be paid overtime/compensatory time in accordance with applicable laws and regulations when, due to extenuating circumstances beyond the control of the Employer, the Employee is prevented from taking an unpaid meal period and is required to perform work during the Employee's scheduled meal period. Employees should complete an overtime request and submit it to their supervisor if they are unable to take duty free meal periods. This does not apply if the Employee is permitted to take the meal period at another time during their work shift.

## **Section 11. Call Back Status**

An Employee who is called back to work at a time outside their scheduled work shift (except for employees who are on standby status) is credited a minimum of two (2) hours in a pay status. Call back does not include a situation in which an Employee is required to stay past the end of

his/her scheduled work shift if the Employee has been informed of the requirement prior to the end of his/her work shift.

## **Section 12. Notification of Shift Change/Tour of Duty**

It is agreed that except when necessary to prevent the Employer from being adversely impacted in the operation of its functions, or to forestall a substantial increase in operational cost, seven (7) days advance written notice will be provided to an employee whose shift/tour of duty is to be changed.

## **Section 13. Clean-up Time**

Employees shall be granted reasonable clean-up time prior to the end of his/her shift and before meal periods consistent with laws, rules and government-wide regulations.

## **Section 14. Travel and Training**

- a. Compensation for periods of training will be paid in accordance with applicable laws and government-wide regulations.
- b. Compensation for periods of travel outside an employee's normal tour of duty will be paid in accordance with applicable laws and government-wide regulations.
- c. Entitlement to premium pay for periods of travel or training will be in accordance with all applicable laws, rules and regulations (i.e. The Fair Labor Standards Act).
- d. Employees who travel or attend training outside their normal tour of duty will be compensated in accordance with appropriate laws, rules and regulations.

## **Section 15. Scheduling**

While it is understood that the Employer retains the right to assign work, the scheduling of employees may incorporate the following principles:

- a. For Employees who are subject to shift and/or weekend work, the Employer shall normally post schedules at least 14 days in advance.
- b. In work units with direct patient care responsibilities where Employees are currently permitted to self-schedule their tour of duty, such practice may continue. However, the Employer reserves the right to evaluate, modify, or adjust such schedules and/or terminate such practice should the Employer determine it creates an increase in operational costs or adversely impacts on the work unit's productivity or level of service provided. Criteria include, but are not limited to, standards of care, qualifications of available staff, numbers of qualified staff, and patient acuity.

## **Section 16. Premium Pay**

In accordance with federal law, rule and regulation, premium pay may be available for such things as Sunday work, night work, holiday work, hazardous duty, etc.

## **ARTICLE 7**

### **SCHEDULING WORK ON HOLIDAYS**

#### **Section 1: Establishment of Work Schedules**

In those work units required to remain in an operational status during holidays, Employee work schedules will be established in a fair and equitable manner. The Employer agrees to make a reasonable effort to schedule assignments so that no Employee will be required to work all three Thanksgiving, Christmas and New Year holidays in the same leave year.

#### **Section 2: Essential Services**

In work units required to maintain essential services on holidays, only those Employees the Employer deems necessary to maintain the essential services will be scheduled for duty. This includes regularly scheduled duty, stand-by and on-call duty status.

#### **Section 3: Posting of Holiday Work Schedules**

Work schedules for Employees in work units subject to shift and/or weekend duty reflecting regularly scheduled holidays will be posted thirty (30) calendar days in advance of the beginning of the pay period in which the holiday occurs, absent extenuating circumstances. Justification of such circumstances will be provided to the Union in writing upon request.

#### **Section 4: Designated Holidays**

The following days are recognized as Federal holidays and will be observed as non-work days except for those personnel required to carry out the essential services of the Indian Health Service. This section also applies in the event that the Executive Branch or the Congress designates additional holidays.

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

#### **Section 5: Holidays on Days Off**

When a holiday falls on one of the Employee's scheduled days off, the holiday for the employee is determined as follows:

- a. For those Employees whose regularly scheduled work week is Monday through Friday, and the holiday falls on Saturday, the day observed will be the Friday immediately before the holiday.
- b. For those Employees whose regularly scheduled work week is Monday through Friday, and the holiday falls on Sunday, the day observed will be the Monday immediately after the holiday.
- c. For Employees whose basic workweek is other than Monday through Friday, and the holiday falls on a Saturday, the “in lieu of” holiday will be the previous workday.
- d. For Employees whose basic workweek is other than Monday through Friday, and the holiday falls on a Sunday the “in lieu of holiday” will be the next workday. Part-time Employees are not entitled to an “in lieu of holiday.”
- e. Part-time Employees are not entitled to an “in lieu of holiday”.

## **Section 6. Work on a Holiday**

In accordance with applicable regulations:

- a. Employees working their regular tour of duty on a holiday that is part of their regularly scheduled workweek shall be paid their regular pay in addition to holiday pay.
- b. Employees working overtime hours in excess of their regularly scheduled workday on a holiday shall receive the same overtime pay plus any applicable shift differential they would receive for overtime work on a non-holiday.
- c. Employees working on a holiday outside their basic work week shall receive the same pay plus any applicable shift differential they would receive on an overtime day.

## **ARTICLE 8**

### **FLEXIBLE WORK SCHEDULE (FWS)**

#### **Section 1. Definitions**

- a. Basic work requirement means the number of hours, excluding overtime hours, an Employee is required to work or to account for by leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.
- b. Core hours means the time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the agency to be present for work.
- c. Credit hours means those hours within a flexible work schedule that an Employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or a workday.
- d. A flexible work schedule (FWS) means a work schedule that (1) in the case of a full-time employee, has an 80 hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by the agency; and (2) in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by the agency.
- e. Flexitour means a type of flexible work schedule in which an Employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the agency provides an opportunity to select different starting and stopping times.
- f. Gliding schedule means a type of flexible work schedule in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.
- g. Maxiflex schedule means a type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization.

#### **Section 2. Minimum Staffing Level Requirement**

In order for any FWS to be established or continued, there must be adequate numbers of staff to provide full coverage for all hours of service provided by the unit.

### **Section 3. Flexible Work Schedule (FWS) Hours**

- a. Dependent on the needs of each individual work unit, as determined by the Employer, FWS hours may be established as follows:

Arrival: 6:30 a.m. to 9:00 a.m. Meal period: 11:00 a.m. to 1:30 p.m. Departure: 3:00 p.m. to 6:00 p.m.

- b. Other FWS hours may be established upon mutual agreement between the Employer and the Union.
- c. Employees may take lunch outside of the meal period provided the Employee obtains advance supervisory approval.

### **Section 4. Core Time and Customer Service Hours**

Core time and customer service hours are established consistent with the requirements and responsibilities of each work site/location. Generally, for work sites not responsible for direct patient care or where otherwise not incompatible with the mission of the work unit, there will be two core time bands, with the morning core time band being between 9:00 to 11:00 A.M. and the afternoon core time band between 1:30 and 3:00 P.M. Customer service hours are normally 8:00 A.M. to 5:00 P.M.

### **Section 5. Earning and Using Credit Hours**

- a. With supervisory approval, an Employee may elect to work additional time within the FWS for the purpose of accruing credit hours in order to shorten another workday or a workweek. An Employee requesting to work credit hours must have assigned work available to fill an expanded schedule. For the purpose of earning credit hours, “assigned work” is that which is necessary for the accomplishment of a particular job task in keeping with the Employer’s priorities. Employee requests to earn or use credit hours will be submitted on the form attached to this Agreement (Appendix B).
- b. A full time employee on a FWS can accumulate not more than 24 credit hours, and a part-time employee can accumulate not more than one-fourth of the hours in such employee’s biweekly basic work requirement, for carryover from a biweekly pay period to a succeeding biweekly pay period. When an employee is no longer subject to an FWS program, the Employee must be paid for accumulated credit hours at his or her current rate of pay.
- c. If an Employee is directed or obtains advance approval to work outside of FWS, this work must be compensated by overtime or compensatory time off in accordance with applicable laws and regulations.
- d. Employees may earn or use accumulated credit hours with prior supervisory approval. The supervisor will review all requests and notify the Employee of approval/disapproval no later than the Friday prior to the beginning of the pay period where such advance notice was

provided. In other instances, the supervisor will provide approval, within 5 days. Employees may not use credit hours before they are earned.

- e. A supervisor may deny a request to earn or use credit hours for work-related reasons and will provide the reason for the denial in writing to the Employee.
- f. Credit hours cannot be earned while on official time for labor-management activities unless otherwise authorized by the Employer.

## **Section 6. Procedures**

- a. Employees must request approval to work a FWS in advance. These requests must be submitted in writing to the supervisor at least 2 pay periods in advance of the preferred effective date. Employees who request a different schedule or request to discontinue a FWS must submit the request at least 2 pay periods in advance of the preferred effective date. Changes to work schedules will be effective at the beginning of a pay period.
- b. The supervisor will inform Employees of the FWS decision at least 1 pay period prior to the effective date.
- c. Service Computation Date (most senior) will be used when a conflict occurs between Employees' preferred schedules that cannot be resolved voluntarily.
- d. Employees may trade their FWS schedules upon Supervisory approval.
- e. The Union may also submit FWS proposals on behalf of Employees and bargaining will commence in accordance with the terms of this agreement.

## **Section 7. Changes**

Changes to FWS are subject to bargaining with the Union and applicable laws, rules and regulations and the terms of this agreement. Temporary changes to a FWS (less than 30 days) to meet critical staffing requirements will be noticed to Union in advance.

## **ARTICLE 9**

### **COMPRESSED WORK SCHEDULES (CWS)**

#### **Section 1. Definition**

In the case of a full-time Employee, an 80-hour biweekly basic work requirement that is scheduled by the Employer for less than 10 workdays; and in the case of a part-time Employee, a biweekly basic work requirement of less than 80 hours that is scheduled by the Employer for less than 10 workdays and that may require the Employee to work more than 8 hours in a day.

#### **Section 2. Minimum Staffing Level Requirement**

In order for any work schedule to be established or continued, there must be adequate number of staff to provide full coverage for all hours of service provided by the unit.

#### **Section 3. Type of Schedules Permitted**

- a. Work units with 24 hour coverage may utilize a CWS consisting of a combination of 8, 9, 10, 11.5, or 6-12/8 hour shifts. Employees on a 12 hour shift will be required to have no less than a one-half hour lunch/dinner period. Other Employees may take either a one-half hour or a one hour lunch/dinner period subject to scheduling requirements.
- b. Under a 5-4/9 schedule, an Employee works eight 9-hour days and one 8-hour day each pay period, fulfilling the basic work requirement of 80 hours in a biweekly pay period over a span of nine workdays - five days one week and four days the other week in the same pay period.
- c. Under a 4/10 schedule, an Employee works four 10-hour days each week, fulfilling the basic work requirement of 40 hours in a week over a span of four workdays each week.
- d. Employees in work units currently utilizing more than one shift and operating for more than 8 hours but less than 24 hours per day may utilize a CWS other than 5-4/9 or 4/10. An employee in a work unit wishing to establish a CWS other than those in paragraphs a-c above must submit the proposed schedule to their supervisor for review and approval.
- e. Employees in work units currently utilizing only one shift may be allowed to utilize CWS.
- f. Properly approved overtime work performed in excess of the basic work requirement will be paid in accordance with appropriate laws, rules and regulations.
- g. Rest-breaks shall be provided consistent with the terms of this agreement.

## **Section 4. Procedures**

- a. Once a CWS is approved, and bargaining obligations have been fulfilled, all Employees may be required to work the CWS. A CWS may be temporarily modified (normally not to exceed 120 days) based on critical staffing needs. Notice of such modification, including the duration and the list of the affected Bargaining Unit Employees will be furnished to the Union within 5 work days of the effective date of the change. In the event the critical need persists beyond 120 days, the Employer will notify the Union.
- b. Employees must request approval to work a CWS in advance. These requests must be submitted in writing to the supervisor at least 2 pay periods in advance of the preferred effective date. Once approved, an Employee will be required to work the approved schedule for a minimum of two pay periods. Employees who request a different schedule or request to discontinue a CWS must submit the request at least 2 pay periods in advance of the preferred effective date. Employee requests to work a CWS must identify the specific workdays the Employee requests to be scheduled. Changes to work schedules will be effective at the beginning of a pay period.
- c. The supervisor will inform Employees of the approved CWS at least 1 pay period prior to the effective date.
- d. Service Computation Date (most senior) will be used when a conflict occurs between Employees' preferred schedules that cannot be resolved voluntarily.
- e. Employees may trade their CWS schedules upon Supervisory approval.
- f. The Union may also submit CWS proposals on behalf of Employees and bargaining will commence in accordance with the terms of this agreement.

## **Section 5. Personal Hardship**

- a. Employees can request to be excluded from a CWS if they believe working the CWS would impose a personal hardship on them. Accommodations to CWS for an Employee's personal hardships will be determined by the supervisor. The Employer should be sensitive to the possibility that a CWS could have an adverse effect on certain employees, particularly disabled employees and those who are responsible for the care of disabled family members or dependent children. Depending on the facts and circumstances in the individual case, other valid hardship situations may occur that could be grounds for excusing an employee from working under a CWS program.

Requests for exemptions will be submitted to the supervisor. A determination regarding the request for an exemption will be made and communicated to the employee as soon as possible but no later than ten days after the request is submitted. Sufficient documentation may be required to support the request. Every effort will be made to accommodate the request within the goals and purposes of the CWS and patient care needs.

- b. The Union may provide input and recommendations on individual requests and general principles to be applied.

## **Section 6. Temporary Exceptions**

- a. An Employee in a training or temporary duty status (TDY) will revert to the schedule of the training or TDY location.
- b. The Employer agrees to make reasonable efforts to schedule meetings and joint or team efforts during scheduled workdays and to give as much advance notice of the meetings as possible to all affected Employees. Employees shall not normally be expected to come in for meetings on their days off. If such an event occurs, they will be compensated in accordance with applicable laws, rules and regulations.
- c. Management will assign duty hours as necessary in the event of any emergency to assure adequate coverage.

## **Section 7. Changes**

Changes to CWS are subject to bargaining with the Union and applicable laws, rules and regulations and the terms of this agreement. Temporary changes to a CWS (less than 60 days) to meet critical staffing requirements will be noticed to Union in advance.

## **ARTICLE 10**

### **FLEXIPLACE**

**Definition – An arrangement in which an employee works at an approved site other than the employee's official duty station.**

#### **Section 1. Purpose**

The parties jointly recognize the mutual benefits of a flexible workplace program to the Employer and its employees. Balancing work and family responsibilities, assistance to the elderly or disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing this benefit, both parties also acknowledge the need of the Employer to accomplish its mission.

Any Flexiplace program established under this Article will be a voluntary program subject to Employer approval, which permits employees to work at an approved site other than the employee's official duty station in accordance with Part 7, Chapter 6, Indian Health Manual, Flexible Workplace Arrangement Program and all applicable laws, rules and government-wide regulations.

#### **Section 2. Types of Arrangements:**

- a. Long-term arrangements (more than 2 consecutive workweeks) require a written agreement between the Employer and the employee as specified in Part 7, Chapter 6, IHM, FWAP.
- b. Short-term arrangements are ad hoc or episodic in nature for short periods of time (two consecutive workweeks or less). These arrangements, which are reached informally between the Employer and employee, are not regular or recurring, and do not require a written agreement.

#### **Section 3. Eligibility for the Long Term Program**

Consistent with the parties' goals of fostering a family-friendly workplace, all employees are eligible to participate in the Flexiplace program if the following criteria are met:

- a. A sufficient amount of the employee's work, in fact, can be performed at an alternate worksite. It is understood that the accomplishment of the Employers' mission is paramount.
- b. The employee will be available and accessible to supervisors, co-workers, and customers at all times while performing work at an alternate worksite.
- c. The employee has demonstrated an ability to work alone without onsite supervision while maintaining satisfactory performance.

- d. There are no conduct problems that would cause management to be concerned about the employee's trustworthiness or dependability.
- e. Coverage of office functions (see Section 4).
- f. Costs of such an arrangement: The parties recognize that costs or cost savings in technology, equipment, and telecommunications are considerations in decisions regarding participation in Flexiplace arrangements. While it is expected that Flexiplace will require some costs, the costs involved may be too much to finance an employee on Flexiplace.
- g. Technology/equipment needs: The parties recognize that existing and evolving technology (ies) may allow or prevent an employee from participating in the Flexiplace program. The employee may need access to specific equipment and/or will use the telephone extensively on Flexiplace days. Such technology/equipment may include:
  - Long distance telephone
  - Telephone usage (other than long distance)
  - High speed telephone usage
  - Computer or typewriter assigned to the employee's home
  - Computer software
  - Modem and possible additional computer usage
  - Modifications to the central computer to allow employees to dial in
  - Equipment maintenance and repair
  - Remote technical assistance
  - Replacement of damaged or lost equipment
  - Fax capability
  - Internet service provider

#### **Section 4. Coverage of Office Functions**

- a. The Employer will continue to have responsibility for seeing that the mission of the Agency is carried out. Each office will determine adequate coverage during official hours for the purpose of assuring that the functions of the office are fulfilled.
- b. When coverage requirements are established, all employees are obliged to meet coverage requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the Employer.

#### **Section 5. Time Frames**

- a. Upon receipt of a request for Flexiplace, the Employer and the employee will meet to discuss and review the request. The Employer's decision should be provided to the employee within 15 calendar days of the request. The time frame may be extended by mutual agreement of the employee and supervisor.
- b. If disapproved, the employee will be advised in writing with the reason(s).

- c. If approved, the specifications of the arrangement will be worked out, reduced to writing, and signed by both the Employer and the employee. The employee will begin working at the alternate work site within 30 calendar days after completion of the Flexiplace agreement unless circumstances dictate otherwise.

## **Section 6. Operating Principles**

- a. For employees who are approved to be on Flexiplace, the employee may be eligible to work an AWS.
- b. The governing rules, regulations, and policies concerning time and attendance, overtime, and leave are unchanged by participation in Flexiplace. Employees will not perform overtime or night work without written approval in advance.
- c. Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.
- d. The government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities). Employees on Flexiplace are entitled to reimbursement for authorized expenses while conducting government business.
- e. For employees who are approved to be on Flexiplace, the following applies with respect to equipment.
  1. If the employee uses government equipment, the employee will use and protect the equipment in accordance with applicable laws, rules, and government-wide regulations.
  2. Employer-owned equipment will be serviced and maintained by the Employer.
  3. If the employee uses his/her own equipment, the employee is responsible for its service and maintenance.
  4. Employees will normally be given a minimum of 24 hours advance notice regarding management service or maintenance of government-owned property. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise.
- f. Employees on Flexiplace are obligated to ensure a safe and healthy work environment and to apply necessary safeguards to protect government records from damage or unauthorized disclosure.

## **Section 7. Recall**

Employees participating in Flexiplace programs must be accessible and available for recall to their regular offices for work needs that cannot be performed at the alternate worksite. Examples

are training, meetings, work requirements, and emergencies. These examples are for illustrative purposes and are not meant to be all encompassing. Management will provide reasonable advance notice of all recalls if possible. Where practicable, not less than 24 hours advance notice will be given but there may be times when advance notice cannot be given.

## **Section 8. Termination**

- a. Supervisors may terminate an agreement whenever:
  1. There is a change in work requirements or the arrangement no longer supports the mission.
  2. The employee has not demonstrated an ability to work alone without onsite supervision or does not maintain satisfactory performance.
  3. The employee has demonstrated conduct problems to the extent that he/she should be removed from the program.
  4. Costs of the agreement are no longer affordable.
  5. Technology changes require return to the regular office.
  6. Employees do not conform with the terms of their agreement.
- b. When terminating a Flexiplace arrangement, the following must occur:
  1. The Employer will provide appropriate advance notice of the termination of any agreement. Normally, the notice will be five (5) work days prior to the effective date of the termination of the agreement.
  2. The Notice of Termination must be in writing and indicate the reason(s) for termination.
- c. Removal from Flexiplace does not prevent an employee from reapplying as soon as the Section 3 criteria can be met.
- d. The Union retains the right to negotiate to the full extent of the law if flexiplace arrangements are changed or to grieve the denial or termination of flexiplace.

## **Section 9. Pre-Existing Flexiplace Arrangements**

Pre-existing Flexiplace arrangements must be brought into conformance with this Article.

## **ARTICLE 11**

### **LEAVE AND ABSENCE**

The parties recognize the Employer's ability to accomplish its mission is enhanced through a dependable and reliable workforce which is characterized by Employees scheduling leave in advance (except for unforeseen illnesses and emergencies), reporting to work timely and remaining on duty during the full period of their tour of duty unless otherwise in an approved leave status. Timely correction to errors in Employees' leave and pay records will be forwarded by the Employer to the current payroll system provider servicing IHS by no later than two pay periods from the date that the Employee reports the error to a management official.

#### **Section 1. Leave Approving Official (LAO) Responsibilities**

Each LAO will establish and communicate to each Employee in writing procedures for requesting and approving leave within 90 days after the agency head review process for this collective bargaining agreement is completed. LAOs will respond in a timely manner that will permit the Employee sufficient time to plan accordingly. If the LAO fails to respond in a timely manner, the Employee should seek approval from the Employee's next higher level management official in the Employee's chain of command. The procedures will, at a minimum provide:

- a. The names and alternates for LAOs in each work unit;
- b. How the Employee is to submit leave requests to the LAO (i.e., email, voicemail, etc.);
- c.. The time frame the LAO will respond to leave requests; and
- d. How the Employee will be informed of the LAO's decision.

LAOs will use the template at Appendix C for establishing leave procedures. Upon the request of the Union, a copy of a LAO's leave procedures will be provided to the Union.

#### **Section 2. Employee Responsibilities**

- a. Employees are expected to adhere to the procedures established by their LAO's unless otherwise authorized by the LAO or when extenuating circumstances beyond the control of the Employee prevent the Employee from doing so. Failure to do so may result in the denial of the leave request, or placement of the Employee in an Absent Without Leave (AWOL) status which might also result in disciplinary action.
- b. Employees are required to verify their timecards unless circumstances beyond their control prevent them from doing so. LAOs may approve an Employee's timecard when circumstances beyond the control of the Employee prevent the Employee from verifying his/her timecard and when the LAO has knowledge of the Employee's time and attendance.

### **Section 3. General**

- a. Leave is accrued in accordance with law and government-wide regulations and Employees are entitled to use it in accordance with law, government-wide regulation, Agency policy and the provisions of this article. Accrual of annual and sick leave for part-time Employees is prorated based on the number of hours worked.
- b. Except in certain circumstances as authorized by law, annual leave is accrued as follows:
  - 4 hours per pay period for up to 3 years of service
  - 6 hours per pay period for 3 years but less than 15 years of service
  - 8 hours per pay period for 15 years or more of service
- c. Sick leave is accrued at the rate of 4 hours per pay period without regard to length of service.
- d. When a request for leave is denied, the leave approving official shall inform the Employee of their reason for the denial and upon the request of the Employee, provide the Employee with a written copy of their reason for the denial.
- e. Any scheduling conflicts among Employees in a particular work unit over requests for leave for a particular timeframe should first be attempted to be resolved by voluntary adjustment by the Employees affected. Should voluntary adjustment fail to resolve the conflict, then seniority by service computation date (SCD) will be utilized. However, seniority may not be used to disrupt previously scheduled and approved leave.
- f. Leave is to be charged in increments of fifteen (15) minutes.
- g. To the maximum extent possible, requests for unscheduled leave should only be made for unforeseen circumstances due to the potential for adverse impact on fellow co-workers and the work unit.

### **Section 4. Unscheduled Leave**

- a. To the maximum extent possible, requests for unscheduled leave should only be made for unforeseen circumstances and approval of such leave requests will be subject to consideration of workload, staffing and competency requirements and the Employee's needs.
- b. Requests for unscheduled leave will be considered on an individual case basis. When a request for unscheduled leave has been denied, the Employee will be promptly notified in writing of the reason(s) for denial. Supervisors will respond to Employee requests for leave in a timely manner that allows the Employee sufficient time to plan accordingly. In urgent situations, the Employee should seek approval from the next higher level management official in the Employee's chain of command.

- c. Employees involved in direct patient care or round-the-clock coverage will submit requests for unscheduled leave at least two hours before the Employee's normal starting time. The two hour requirement will not apply in situations in which the Employee became aware of the need for unscheduled leave less than two hours prior to their normal starting time. The Employee in this situation will make the request for unscheduled leave as soon as he/she becomes aware of the need for the leave, but no later than their normal starting time. Employees not involved in direct patient care or round-the-clock coverage will make their request by no later than fifteen (15) minutes after their normal starting time.
- d. Unscheduled leave will be granted in the case of death in the Employee's immediate family in accordance with the FEFFLA and its implementing regulations as contained in 5 CFR, Part 630.
- e. Employees requesting unscheduled leave during their tour of duty must submit a request for leave and receive approval prior to the start of the leave unless the supervisor has established otherwise in accordance with the provisions of this Article. In such cases, the Employee must submit a leave request for the time period they were absent as soon as possible or upon the Employee's first day of their return to duty.
- f. Unscheduled leave requests may be granted for participation in the traditional Native American ceremonies, and for participation in other religious observances, when it can be determined that no advance notification could have been given.

## **Section 5. Annual Leave**

- a. Early Scheduled Vacation Leave. Employees who are expected to have a sufficient amount of accrued annual leave and who desire to take leave for vacation purposes or on other specific days of the year are strongly encouraged to schedule in advance, no later than January 31 of the year in question, the amount of requested leave of up to two (2) weeks each year. Requests for these dates are to be submitted through the automated time keeping system. Management will respond to such requests no later than February 28 of that year. Conflicts in scheduling this advance leave will be resolved by seniority (SCD) on a rotating basis beginning with the Employee with the most seniority. An Employee may not exercise seniority preference for early scheduling on an annual basis more than once before other Employees in the work unit have had an opportunity to exercise, in order of their seniority ranking, their first choice for scheduled leave dates.
- b. When Employees' requests for leave are approved, a projected leave schedule will be prepared and updated as necessary and posted in the work unit. Absent unforeseen mission exigencies, this schedule will be adhered to. Employees with the least seniority (on a rotational basis) may have scheduled leave cancelled if efforts by the supervisor and the Employee are unable to find a qualified (as determined by the Employer) replacement. Scheduled leave will only be cancelled due to the unavailability of another qualified replacement.

- c. Employees may request annual leave at later dates on a first-come, first-serve basis. The Employer will respond to these requests in a timely manner that permits the Employee sufficient time to plan accordingly. If the LAO fails to respond in a timely manner, the Employee should seek approval from the Employee's next higher level management official in the Employee's chain of command.
- d. Any Employee affected by a necessary change to the established leave schedule shall have the right to reschedule his/her leave. The Employer will approve an Employee's request for a change to previously scheduled but canceled leave unless workload and staffing requirements do not permit. In such case where leave is denied and cannot be rescheduled that leave year, the Employee may request to have that leave carried over to the next year in excess of the 240 hours in accordance with government-wide regulations and Agency policy. The Employer agrees to notify Employees no later than October 1 of each year of the requirements for the restoration of use or lose annual leave. In accordance with Comptroller General decisions, the Employer's failure to notify Employees of the necessity to schedule use or lose annual leave is not a basis for restoration of forfeited leave.
- e. Annual leave for individual days immediately preceding or following Federal holidays shall be distributed fairly and equitably as practicable and shall be rotated in accordance with seniority procedures unless a voluntary adjustment is made.

## **Section 6. Sick Leave**

- a. Requests for leave for medical, dental, optical, or other treatment shall be submitted as far in advance as possible. Employees may use leave for care by alternative and complementary therapy (this includes but is not limited to: traditional tribal methods, reflexology, homeopathy, acupuncture, chiropractic medicine, etc.)
- b. An Employee absent on approved leave due to illness or injury is responsible for ensuring that any absence that goes beyond the initial period of approved absence is covered by an additional request for leave prior to the beginning of the extended period of time requested. The Employee must contact his/her LAO daily when incapacitated to request additional sick leave unless other arrangements have been agreed to between the supervisor/designee and the Employee. Where a medical provider has determined that the Employee will be out for an extended time period, the Employee may be required to furnish the supervisor with administratively acceptable medical documentation supporting the time period and the Employee will not be required to contact the supervisor daily during the period covered by the medical documentation.
- c. Employees will not be required to furnish medical documentation to support their requests for leave (paid or unpaid) due to illness or injury unless such leave will exceed three (3) consecutive workdays. A supervisor has the right to require an Employee to provide such documentation to support such leave requests when:
  1. There is a reasonable doubt of the Employee's incapacity to perform their assigned duties; or

2. The Employee or a member of the Employee's family has been afflicted with a contagious disease; or
  3. There is a reasonable suspicion of the Employee's inappropriate use of sick leave.
- d. In unique situations where an Employee has been absent from work due to medical incapacitation and the Employer has concerns as to whether the Employee is able to perform their duties without jeopardy to either the Employee or others, the Employee may be required to provide medical documentation to support the Employee's request to return to work.
- e. Inappropriate use of leave for claims of illness or injury may result in an Employee being placed on leave restriction when:
  1. The Employee's leave record reflects an inappropriate or excessive use of leave (unless there is a valid reason);
  2. The Employer, at its discretion, has counseled the Employee regarding the Employee's abuse of leave, there is a record of such counseling and the leave record does not indicate substantial improvement; and/or
  3. An Employee is caught in the act of abusing sick leave, or the Employer has evidence of the Employee abusing sick leave. The Employer must advise the Employee in writing of the requirement to furnish medical documentation for any and all absences which the Employee claims are due to illness or injury. When the Employee's leave record does not reflect an inappropriate or excessive use of leave for a period of six (6) months, the requirement to provide medical documentation shall be removed and the Employee so advised in writing. The supervisor may reduce this time if he/she believes the Employee has improved his/her use of leave or adhered to the supervisor's established procedures for requesting leave.

## **Section 7. Leave Without Pay (LWOP)**

- a. Leave without pay (LWOP) is an approved unpaid leave status that may be granted at an Employee's request. An Employee is not entitled to be granted LWOP except in certain specified situations in accordance with government-wide regulations. In most instances, granting LWOP is a matter of Employer discretion, as outlined in regulations and this Agreement. Employees, however, have an entitlement to LWOP in the following situations: The Family Medical Leave Act of 1993 (FMLA); The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA); and necessary medical treatment for disabled veterans.
- b. Extended LWOP to attend a school or university whereby the Agency or Employer will benefit from the training, or to cover extended periods of illness not covered by sick or annual leave, may be approved and granted by the appropriate leave granting authority to an Employee who is expected to return to duty.

- c. An Employee retains the benefits of their position during periods of LWOP in accordance with applicable law and regulation.
- d. Employees on LWOP status retain the rights and privileges with respect to reduction in force and coverage under the Federal Employees Group Life Insurance (FEGLI) and Federal Employee's Health Benefits (FEHB) programs to which they may be entitled in accordance with applicable laws, rules and regulations. Employees should be aware that the amount of LWOP may affect their entitlement to or eligibility for certain Federal benefits, such as retirement, in addition to extending the time period between Within Grade Increases (WIGI). Employees should contact their servicing human resources office for additional information.
- e. LWOP may be granted to an Employee selected by the Union to serve in the capacity as an employee of the Union.

## **Section 8. Absent Without Leave (AWOL)**

AWOL is distinguished from LWOP, which is an approved leave status, whereas AWOL is an unapproved leave status.

## **Section 9. Federal Employees Family Friendly Leave Act**

- a. The provisions of the Federal Employees Family Friendly Leave Act (FFLA), as implemented in 5 CFR 630, are incorporated into this agreement.
- b. A family member, as defined by the act, is:
  1. Spouse, and parents thereof; and
  2. Children, including adopted children and spouses thereof;
  3. Parents;
  4. Brothers and sisters, and spouses thereof; and
  5. Any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.
- c. All Employees covered under the FFLA may use up to one hundred and four (104) hours of sick leave during a leave year to: a) provide care for a family member who is incapacitated by a medical condition or mental condition or to attend to a family member receiving medical, dental, or optical examination or treatment; or b) to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

- d. When an Employee requests the use of sick leave under this Act, the Employee must submit administratively acceptable medical documentation or other appropriate supporting information to the leave approving official prior to the start of the requested leave period to enable the official to make an informed decision on the Employee's request.

## **Section 10. Family Medical Leave Act**

- a. The provisions of the Family Medical Leave Act (FMLA), as implemented by 5 CFR, Part 630, are incorporated into this Agreement.
- b. Eligible employees are entitled to a total of twelve (12) administrative workweeks of unpaid leave (leave without pay) during any twelve (12) month period for one or more of the following reasons:
  - Because of the birth of a son or daughter of the Employee and in order to care for such son or daughter;
  - Because of the placement of a son or daughter with the Employee for adoption or foster care;
  - In order to care for the spouse, son, daughter, or parent, of the Employee, if spouse, son, daughter, or parent has a serious health condition.
  - Because of a serious health condition that makes the Employee unable to perform the functions of the Employee's position.
- c. An Employee may elect to substitute paid time off for any or all of the period of leave taken as provided for in 5 CFR 630.1205.
- d. Medical documentation in support of a request for leave under this Act may be required in accordance with 5 CFR 630. The preferred form for submission of medical documentation is U.S. DOL Form WH-380, "Certification of Health Care Provider".

## **Section 11. Advance Leave**

- a. Advance leave (sick or annual) is not an entitlement but may be requested by an Employee and approved by the appropriate management official with delegated authority. Employees who are on leave restriction may not be advanced sick and/or annual leave. Employees and supervisors should contact their servicing human resources office for additional information regarding the appropriate management official with delegated authority.

Annual - An Employee may be granted advance annual leave up to the amount to be earned by the end of the appointment or the end of the current leave year, whichever is sooner. Annual leave must not be advanced when it is likely an Employee will retire, be separated, or resign before the advance leave will be repaid. Any annual leave earned after an advance of annual leave will first be used to liquidate the advance annual leave balance.

Sick - An advance of sick leave may be made to an Employee with a serious disability or ailment, if the Employee will have exhausted his/her sick leave balance and provided the total advance at no time exceeds 240 hours. For an Employee holding a limited appointment, sick leave cannot be advanced in excess of the sick leave to be earned during the remaining period of employment. Sick leave cannot be advanced when it is likely the Employee will retire, be separated or resign before the advance leave will be repaid, but only if there is a reasonable expectation that the Employee will return to duty.

- b. An Employee's request for advance sick leave must be in writing and must be supported by medical documentation acceptable to the leave approving official. Usually the disability or ailment will be of such seriousness as to require a period of absence of at least 5 consecutive workdays, unless an absence for a shorter period is determined to be appropriate (e.g., intermittent absences for treatments such as chemotherapy, kidney dialysis, etc.).
- c. Advance sick leave may be granted regardless of whether the Employee has annual leave to his/her credit. Any sick leave earned after the sick leave is advanced will be used to liquidate the advance sick leave.

## **Section 12. Excused Absences**

Excused absence (sometimes referred to as administrative leave) is absence from duty administratively authorized without loss of pay or without charge to leave. For additional information on any of the following, contact the servicing human resources office. Situations where excused absence may be authorized include, but are not limited to, the following:

- a. Absences of Less Than One Hour. An Employee who is unavoidably or necessarily absent or tardy on an infrequent basis for less than one hour may be excused, at the discretion of the LAO and for justifiable reason, without charge to leave or loss of pay. The LAO should be judicious in exercising this authority in terms of frequency and equity to their Employees.
- b. Absences of More than One Hour. The management official with delegated authority may grant excused absence of more than one hour in appropriate situations.
- c. Military Funeral. An Employee who is a veteran may be excused, without charge to leave or loss of pay, to participate as an active pallbearer or as a member of a firing squad of honor in funeral services of members of the armed services returned from overseas for final interment in the United States. Such excused leave may not exceed four hours in any one day. A record of such leave will be kept.
- d. Blood Donation. Workload permitting, Employees who volunteer as blood donors either to blood banks without compensation, or directly to individuals, may be excused for the time necessary for this purpose without charge to leave or loss of pay. An Employee donating blood at an off-hospital facility shall inform his/her supervisor within a reasonable time in advance of his/her intent to donate blood, except in emergency situations, which preclude advance notification. Employees will go directly to the designated blood bank or hospital.

The receptionist or nurse will annotate the Employee's arrival and departure time. Employees who are unable to donate blood will return directly to work or be charged leave. Normally, the maximum excused absence shall not exceed two hours when the donation is on-site, but may be up to four hours for donation off-site when other special circumstances apply.

- e. Bone marrow and organ/tissue donation and transplantation in accordance with government-wide regulations.
- f. Required Examinations. An Employee may be granted excused absence for the purpose of taking medical examinations if required by the Employer.
- g. Voting. To the extent practicable, supervisors may approve excused absence for an Employee to vote. As a general rule, where polls are not open at least three (3) hours before an Employee's usual arrival time or after an Employee's usual departure time, they will be excused for enough time to permit them to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires less time off.
- h. Employees may be granted excused absence in conjunction with a permanent change of station (PCS) in accordance with Agency policy.
- i. Inclement weather or closure of a work place may also be the basis for the granting of excused absence by the appropriate management official with the delegated authority.
- j. Excused absence may be granted for health and fitness activities.

### **Section 13. Court Leave**

- a. Court leave is authorized absence of an Employee for official duty for attendance at court and other judicial proceedings, either as a juror or a witness in certain circumstances, without charge to leave or loss of pay. Court leave is granted to permanent and temporary Employees, both full and part-time, for serving in a nonofficial capacity for:
  1. Jury duty with a Federal, District of Columbia, State, local, or tribal court;
  2. Witness duty on behalf of a Federal, State, local, or tribal government; and
  3. Witness duty on behalf of a private party when the Federal or District of Columbia government, or a State, local, or tribal government, is a party to the judicial proceeding.
- b. Jury Duty - In the event an Employee is called for jury duty or jury qualifications, the Employer will grant court leave not to exceed the normal work schedule per day consistent with regulations and workload requirements. If called, the Employee shall notify the Employer promptly and shall submit a true copy of their summons for jury service. Upon completion of the Employee's jury duty, the Employer may request satisfactory evidence of time served on such duty.

- c. Employees on Night Shift - A night shift Employee who performs court service during the day will be granted court leave for their regularly scheduled night shift tour of duty comparable to time granted day shift Employees. The Employee's entitlement to night differential during the period of service is in accordance with applicable government-wide regulations.
- d. Return to Duty - In those cases where time and travel permit and where no hardship results, when an Employee is excused from jury duty for one (1) day or a substantial portion of one (1) day, the Employee shall be expected to return to duty or be charged annual leave, if available, or leave without pay for the time excused. It is agreed that if an Employee is excused from jury duty for two (2) hours or more before the end of their scheduled shift, the Employee will report for duty or will be charged leave. If the Employee is not required to report for jury duty until two (2) hours or more after the beginning of their shift, the Employee will report for duty or be charged leave.

#### **Section 14. Military Leave**

Employees who are members of the reserve forces are granted military leave in accordance with regulations in effect at the time the leave is used. A supervisor may request that an Employee in the reserve forces schedule their annual training two-week leave period as far in advance as practicable, similar to Employees who wish to schedule a two-week period of leave for vacation purposes, in order to mitigate any possible adverse impact on the work unit. Military leave is granted only when the reservist submits a copy of their official orders.

#### **Section 15. Voluntary Leave Transfer Program**

Employees may qualify for leave under the Voluntary Leave Transfer Program (VLTP) in accordance with government-wide regulations and Agency policy.

## **ARTICLE 12**

### **ON-CALL POLICY**

#### **Section 1. On-Call Response**

In order to provide for appropriate patient care, it has been determined by the employer that some employees need to be available to respond to any emergencies in forty-five to sixty (45 to 60) minutes of being properly notified, except when weather conditions or other uncontrollable circumstances do not permit employees to respond in that time frame. Good faith will be exercised by Management, Union and employees in the application of this policy. The employees on-call will not be substantially restricted from their off duty activities. The response time for on-call employees to report back to the duty station will be determined by the Employer. On-call employees may be required to return to work in less than 45 minutes on an occasional basis.

#### **Section 2. On-Call Conditions**

The following conditions will apply to all employees assigned to on-call status:

- a. Patient needs will be considered when determining the appropriate response time. Employees assigned to an on-call status will be given written notice regarding the required response time within the on-call range.
- b. Employees assigned to an on-call status must respond to the facility within the response time provided in their notice. Employees must leave a telephone number where they can be reached and/or be assigned a beeper so they can be contacted and they may acknowledge the call or call back in case of emergency.
- c. If an electronic device is issued to the employee on-call, it is the Employer's and employees' joint responsibility to verify and document the working condition of the electronic device before the on-call period starts. An employee cannot be held liable for failure to respond due to a proven malfunction. It is the employee's responsibility to report any known electronic device malfunction.
- d. With advance notice and approval from the employer, employees on-call shall be allowed to exchange call or otherwise arrange for another qualified employee to fulfill their on-call responsibility.
- e. Failure to respond on-site after being properly notified to a call for duty may subject the employee to disciplinary action, unless there are extenuating circumstances beyond the employee's control.
- f. Payment for authorized call-backs will be paid in accordance with all applicable laws, rules and regulations. An employee will be paid a minimum of two (2) hours overtime for each call-back. The Employer will determine when the need for the on-call employee's services

have ended, allowing them to leave the premises. If an employee who has left the facility premises after being properly released from duty by the Employer and is called back to the facility to perform more work, the employee shall be compensated for an additional two (2) hours of overtime or for actual time worked, if in excess of two (2) hours. If there are any changes to current laws, the parties shall meet to review the laws and/or regulations and engage in bargaining as may be appropriate or comply with same.

- g. Employees are free to pursue their normal activities so long as they remain available for call in case of emergencies. Employees' off duty activities cannot impair or prevent them from being able to report to duty and fully perform their required duties.
- h. The Employer reserves the right to determine who is authorized to call in an employee on-call and what criteria will be used to classify an emergency situation. The Employer will inform the Union of such criteria. The Employer agrees to make every reasonable effort to effect payment for employees due call-back pay within a reasonable period of time of the determination that employees were due payment. Normally this period of time will be no later than 2 pay periods from the date of call-back.
- i. The Employer reserves the right to determine which employees will remain in on-call status as the needs of patient care dictate. The Union reserves the right to call to the Employer's attention those employees who meet the conditions for on-call status. Employees have the right to request to be placed or not be placed in on-call status. The Employer will consider such requests in good faith and notify the Union with the results of their determination(s).
- j. If the Employer determines to establish on-call rosters for Employees not currently in an on-call status, bargaining obligations will be fulfilled to the full extent of the law and in accordance with Article 31 of this agreement.

## **ARTICLE 13**

### **STANDBY POLICY**

#### **Section 1. Standby Response**

In order to provide for appropriate patient care, it has been determined by the Employer that some employees need to be readily available to respond to any emergencies as quickly as possible within fifteen to thirty (15 to 30) minutes of being properly notified. The employee shall make every effort to respond in less than fifteen (15) minutes whenever the circumstances require and permit. The employees on standby will be substantially restricted in their activities; therefore, standby pay will be authorized for those employees performing this duty

#### **Section 2. Standby Conditions**

The following conditions apply to all employees on standby duty:

- a. Employer will designate a standby duty station for each employee on standby, such as the medical facility, employee's residence, or other adequate quarters, which may include government housing. When the Employer designates the facility or government housing as the standby duty station, it will be provided at no charge.
- b. Employees on standby duty are required to hold themselves in a state of readiness to respond within a fifteen to thirty (15 to 30) minutes of being properly notified. Patient needs will be considered when determining the appropriate response times. Employees assigned to a standby status will be given written notice regarding the required response time within the standby range. The employee will make every effort to respond in less than fifteen (15) minutes whenever the circumstances require and permit.
- c.. Employees on standby duty are required to remain in or around their standby duty station.
- d. With advance permission by the Employer, employees on standby duty are allowed to exchange duty with another qualified employee.
- e. Failure to respond after being properly notified to a call for duty in the required time may subject the employee to disciplinary action.
- f. An employee whose standby duty includes a holiday is still on standby duty during the holiday.
- g. When the Employer authorizes the Employee to carry an electronic device it will be provided at no cost. However, the employee is still obligated to respond as quickly as possible within the standby range.

h. Standby Compensation:

1. FLSA non-exempt employees who are not covered under 5 USC 5545 (c), but are subject to 5 CFR 551.431 shall be paid at the applicable overtime rate for all hours in standby status as well as all hours when engaged in job duties when called to return to work. Nothing in this section would prevent the Agency from assigning an employee to shorter periods of Standby duty and paying the employee's regular overtime rate for all hours in Standby status, including time working when called back to work consistent with Section I below.
  2. Employees whether FLSA or Title 5, who are covered by 5 USC 5545 (c) and 5 CFR 550. 141-144 may receive premium pay in accord with the foregoing regulations. The calculations required under 5 CFR 550.142 shall be made on an annual basis and adjustments to make compensation conform to the regulatory requirement paid within two pay periods of the calculation date.
- i. Employer will notify the Union of affected bargaining unit employees before placing employees on standby duty.
  - j. The Employer agrees to make every reasonable effort to effect payment for employees on standby within a reasonable period of time of the determination that employees were on standby. Normally this period of time is within 2 pay periods from the date of standby status.
  - k. The Employer reserves the right to determine which employees will remain in standby as the needs of patient care dictate. The Union reserves the right to call to employer's attention those employees who meet the conditions for standby pay. Employees have the right to request to be placed or not be placed in standby duty status. The Employer will consider such requests in good faith.
  - l. If the Employer determines to establish stand by rosters for employees not currently on stand by status, bargaining obligations will be fulfilled to the full extent of the law and in accordance with Article 31 of this agreement.

## **ARTICLE 14**

### **GOVERNMENT FURNISHED HOUSING**

#### **Section 1. General Provisions**

The Employer agrees to abide by applicable regulations and policies to see that available housing is made safe, clean and serviceable for both temporary and permanent occupancy. The Parties agree that occupancy of government housing identified for assignment of employees will be consistent with the I.H.S. Quarters Management Program Manual dated (10-20-1989) (as revised) and the Public Health Service Quarters Management Handbook, except as modified by this agreement.

#### **Section 2. Safety Equipment**

The Employer will provide reasonable and adequate safety equipment in all housing in accordance with applicable laws, rules, regulations, and codes and within the constraints of the agency budget.

#### **Section 3. Housing Committee**

The Union will appoint an Employee and an alternate if necessary to any Service Unit housing committee.

Employees shall be notified in advance of housing committee meetings and encouraged to express their concerns verbally or in writing for committee action.

#### **Section 4. Eviction**

Employees who are terminated from employment are allowed to remain in government housing for thirty (30) days after their receipt of a specific notice of termination or removal (Example - Employee receives a termination/removal letter on February 2 with an effective date of February 6 for the removal. The thirty day period begins on the day following the receipt of the letter). The Employee is responsible for making all normal payments including rent, utilities, etc. while still in government housing.

#### **Section 5. Vacated Quarters**

- a. In cases where quarters are vacated other than via eviction, arrangements should be negotiated on a case by case basis and for the mutual benefit for the Employee and Employer.
- b. Upon termination of the Quarters Assignment and Acceptance Agreement, an Employee shall return the quarters to its safe, clean and serviceable status. The Employee may request available Employer cleaning equipment, as identified by the Chief Executive Officer (CEO), to clean quarters for final inspection.

## **Section 6. Rental Deduction for Income Tax Purposes**

Consistent with the provisions of the I.H.S. Quarters Management Program Manual, Tax Certifications, if issued, will be provided promptly at the end of the Tax Year coincidental with the distribution of the W-2's by the appropriate management office in each Area of the I.H.S.

## **Section 7. Union Notice**

The Union will be notified of any changes in rental costs, housing conditions, cleaning and inspection standards and schedules, or renovations and remodeling and provided the opportunity to bargain in accordance with applicable laws, rules and regulations.

## **ARTICLE 15**

### **TRAINING**

#### **Section 1. General Provisions**

The Employer and the Union agree that the training and development of employees is important in carrying out the mission of the Indian Health Service. The Employer is responsible for ensuring that all employees receive the training necessary for the performance of their assigned duties in accordance with 5 CFR Part 410. This may include computer skills training to perform IT based functions or duties.

- a. The parties agree that the criteria for the fair and equitable selection and assignment of employees to training is consistent with Merit System Principles specified 5 USC 2301 (b), (1), and (2).
- b. Employees will not incur costs for agency required training.
- c. When training is required as part of a career ladder plan, the agency is responsible for ensuring that it is provided.
- d. On the basis of funds availability, work scheduling, need and organizational benefit, the Employer will consider all requests for mission related training and will provide a prompt response to such requests.

#### **Section 2. Responsibilities**

- a. Employer responsibility is to identify training needed to improve individual and organizational performance and identify methods to meet those needs effectively, efficiently and in a timely manner.
- b. The Employer is responsible for ensuring that employees are properly trained in the use of automated systems (e.g. my-Pay, e-OPF, ITAS, UFMS, GovTrip) and allowed sufficient time and computer access to accomplish this training.
- c. Employees are responsible for self-development, for successfully completing and applying authorized training, and for fulfilling continued service agreements. In addition, they share with their Employer the responsibility to identify training needed to improve individual and organizational performance and identify methods to meet those needs, effectively and efficiently.

#### **Section 3. Scheduling**

- a. To the extent practicable, training courses, seminars and conferences within the control of the Employer will normally be scheduled during normal work hours. In the event that training is

scheduled outside normal work hours, employees will be compensated in accordance with applicable laws, rules, and regulations.

- b. Employees may request leave, changes of tour of duty and/or excused absence for training purposes and the Employer may approve such requests. This applies to employee initiated training requests where the employee is willing to pay for the training.

#### **Section 4. Approval of Training and Expenses**

- a. All requests for training must state the need for such training and specify how training will support the organization's mission. All training requests will be submitted in a timely manner to the supervisor for decision and scheduling before the start of the training event.
- b. All relevant laws, rules and regulations policies will apply when approving the expenses associated with training.

#### **Section 5. Training Needs/Assessment and Cooperation**

The parties agree that the Union can make recommendations for training needs of the Bargaining Unit Employees and the Employer will give good faith consideration to those recommendations in a written response.

#### **Section 6. Training Documentation**

Training records are maintained by the Employer in accordance with applicable laws, rules, regulation, and/or policy.

#### **Section 7. Other Training**

Employee Training may also be accomplished under the provisions of 5 CFR Part 330.604 330.602 CTAP.

## **ARTICLE 16**

### **HEALTH AND SAFETY**

#### **Section 1. General Provisions**

- a. The parties agree to support safe working conditions of Employees. The Employer agrees to utilize available resources to safeguard the health and safety of Employees while at the work place.
- b. The name, location and telephone number of local safety officials will be posted on official bulletin boards.
- c. It shall be the responsibility of the Employer to establish and maintain an effective and comprehensive Occupational Safety and Health Program. The Employer will use Indian Health Manual Part 1 Chapter 9 Occupation Safety and Heath Program policy as revised when establishing its Occupational Safety and Health Program.

#### **Section 2. Union Participation**

- a. Each service unit will have a Union Safety Representative, designated by the Union.
- b. The Union Safety Representative will serve on any established Safety Committee(s). The Union representative will provide information to the Safety Committee regarding any potential or known health and safety hazards for consideration by the Safety Committee.
- c. The Union Safety Representative will have access to all information available to the Safety Committee.
- d. The Union Safety Representative will be permitted official time in accordance with the applicable provisions of this agreement to attend Safety Committee meetings scheduled during working hours and will be permitted to actively participate in Safety Committee functions.
- e. The Union Safety Representative shall be allowed to accompany safety personnel on safety walk throughs.

#### **Section 3. Standards**

The Employer agrees to use the Indian Health Manual, Part 1 Chapter 9 Occupation Safety and Heath Program policy as revised, and as modified by the terms of this agreement.

#### **Section 4. Personal Protective Clothing Equipment (PPCE)**

Personal Protective Clothing and Equipment (PPCE), if necessary to protect employees from hazardous conditions encountered during the performance of their official duties, will be

provided at no cost to employees. It is understood that the Employer determines necessity as referenced above, in accordance with applicable government regulations.

## **Section 5. Health and Wellness Program**

- a. The Indian Health Service has already established Health and Wellness Committees to develop and implement comprehensive programs at the work site that may include health assessment, fitness activities and facilities, nutrition, stress management, reduction of tobacco use, and alcohol and chemical dependency.
- b. If already established, the Union can designate a union representative for the committee. If additional committees are established, the Union can designate a union representative for the committee.
- c. Management agrees to provide the following services:
  - initial treatment of an on-the-job illness, and dental conditions requiring emergency attention;
  - pre-employment or other examinations;
  - referral of employees to private physicians and dentists; and
  - preventive programs relating to health.
- d. Each facility where employees are exposed to chemical or biological hazards will implement a medical surveillance program in accordance with applicable laws, rules and regulations.

## **Section 6. Training**

- a. The Employer may provide safety and health training for employees consistent with Indian Health Manual, Part 1 Chapter 9, Occupational Safety and Health Program.
- b. The Union Safety Representative will have parity access to hazard, safety, and related training as other members of their Safety Committee.

## **Section 7. Renovation and Construction**

Whenever Management decides to alter the physical work site of employees, the Union will be notified in advance, in accordance with Article 31 of this agreement and bargaining will commence to the full extent of the law.

## **Section 8. Allegations of Reprisal**

The Employer agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for filing a report of an unsafe, unhealthy working condition, or for participating on any established Health or Safety Committee(s).

## **Section 9. Worksite Security / Workplace Violence**

The parties agree that violence should be eliminated from all workplaces within the Indian Health Service. Each facility will fully implement the IHS policy on the prevention and reporting of violence in the workplace, as set forth in the Violence in the Workplace Memorandum/PHS WPV as revised. Employees are required to report any incidences of violence in the workplace promptly to their supervisors, security personnel, or any management official. These personnel are responsible for taking prompt, corrective action.

## **Section 10. Serious Unsafe and/or Hazardous Conditions**

- a. If an Employee believes that he/she is being required to perform work under unsafe and/or hazardous conditions beyond the normal and customary conditions inherent to the particular duties in question, the Employee is expected to discuss his/her concern with the supervisor and/or another management official in his/her chain of command. When time constraints do not permit immediate resolution and it is not possible to obtain the supervisor's concurrence beforehand, the Employee may notify a higher level Management Official that he/she is unwilling to perform the task(s) but is available for other appropriate work. When the Employee's belief is reasonable and the above procedures are followed, the Employee will continue to be paid during this period.
- b. An Employee may refuse to perform an assigned task only if the Employee reasonably believes that the task poses an imminent risk of death or serious bodily harm and the Employee reasonably believes there is insufficient time to seek effective remedy through normal hazard reporting and abatement procedures. The appropriate Safety Officer shall investigate an Employee's complaint of unsafe conditions as soon as practicable and the Safety Office shall report their findings to the Employer and to the Union.

## **Section 11. Emergency Preparedness**

- a. Each facility shall have an emergency preparedness plan.
- b. If training is required for CPR certification and/or recertification it will be made available to employees at no cost on duty time.

## **Section 12. Equipment, Machinery, Vehicles and Furniture**

- a. Employees are encouraged to report equipment, machinery, furniture or vehicles that cause or have potential to cause injuries (including repetitive motion injuries). Management agrees

- to investigate such reports expeditiously and to implement appropriate corrective action promptly.
- b. Safe and healthful working conditions will be maintained by the Employer consistent with applicable government wide regulations.

## **Section 13. Workers Compensation**

### **On-the-job Injury and/or Illness Reporting**

- a. In accordance with provisions of the Federal Employee's Compensation Act (FECA), it is the responsibility of the Employee to immediately report all accidents and unsafe conditions or acts which occur on the job, no matter how slight, including job-related illnesses, to the Employer. It is the responsibility of the Employer to provide the Employee with information regarding the Employees entitlements and responsibilities under the FECA. Employees are expected to follow all applicable safety and health procedures and regulations and attend required safety and health training.
- b. The Employer shall authorize or otherwise see that medical care is offered to an Employee upon notification by the Employee of an on-the-job injury. The Employer shall provide the Employee or his/her representative with copies of appropriate forms and work with the Employee or representative to ensure that the forms are properly completed. It is the responsibility of the Employee to obtain any medical documentation and/or any other relevant documents required by the Office of Worker's Compensation Program (OWCP).
- c. The Employer will process and forward OWCP claims and related documents to the appropriate Department of Labor (DOL) office for adjudication in a timely manner.
- d. The supervisor shall complete his/her portion of any required forms and/or reports and forward them to the appropriate Human Resources Office and/or Safety Officer in accordance with the Employer policy. The Employee may be asked to complete the form and prepare it for the supervisors' signature.

## **Section 14. Hazardous Duty Pay and Environmental Differential**

- a. Environmental Differential
  - 1. In accordance with 5CFR, Part 532, Subpart E, Appendix A, the appropriate environmental differential will be paid to an employee who is exposed to an unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories stated therein.

b. Hazardous Duty Pay

1. Pay for irregular or intermittent duty involving physical hardship or hazard for employees will be paid in accordance with the provisions of OPM regulations (5 CFR, Part 550, Sub-part I and 5 CFR Part 532.511).
2. The negotiated grievance procedure may be used to resolve any disagreements over Environmental Differential Pay or Hazard Pay in accordance with the terms of this agreement.

## **ARTICLE 17**

### **POSITION DESCRIPTIONS/CLASSIFICATION AND APPEALS PROCESS**

#### **Section 1. General**

Current, accurate, and properly classified position descriptions are important to the accomplishment of the mission of IHS and to the morale and productivity of the Employees. Management assigns work through, in part, the development of a position description (PD). A position description contains the major duties and responsibilities expected to be performed on a regular and recurring basis. However, a PD is not intended to be an all inclusive document containing all of the duties or responsibilities that could be assigned to a particular position. When assigned duties that are not specifically documented in his/her PD, the employee is expected to perform the duties, but may subsequently grieve the appropriateness of the assignment. In accordance with Article 3, Management has the right to assign work.

#### **Section 2. Management Responsibilities**

- a. Supervisors are responsible for the accuracy of PDs for Employees under their supervision and for providing copies promptly to their Employees upon the Employee's reporting for duty in the unit or as significant changes occur. Significant changes to an Employee's duties and responsibilities will be reflected in his/her PD in accordance with established procedures and regulations.
- b. The Employer will review a PD when a question of the accuracy of the PD arises. This review will include, when appropriate, Employee input.
- c. Other reviews of position descriptions, such as when a change to classification standards or related guidance is issued, will be conducted as necessary in accordance with applicable laws, rules and regulations. An Employee will be provided advance notice prior to affecting any changes to his/her PD as a result of the application of new or revised classification standards that would impact on the title, series, or grade of the Employee's PD.
- d. Upon request, the Union will be provided copies of Employee PDs, information on classification standards and/or related guidance and results of Employee position audits.

#### **Section 3. Employee Responsibilities**

- a. Employees are encouraged to provide input (written or verbal) to their supervisors when changes in duties, responsibilities, tasks, functions, processes, and/or technology may have significant impact on their position. When an Employee believes that significant changes have occurred in his/her regularly assigned responsibilities and/or duties, or that his/her current PD does not accurately reflect his/her assigned duties and responsibilities, or that the title, series, or grade of the position may be inaccurate, the Employee is encouraged to discuss the issue with his/her supervisor.

- b. Employees are encouraged to review their PDs annually with their supervisors. Employee input may be provided at any time, but is particularly encouraged during the development of performance plans.

#### **Section 4. Implementation of New Classification Standards**

In the implementation of new or revised classification standards, the Employer shall take steps to insure that a review is made of each affected position within a reasonable period of time, normally not to exceed (NTE) 120 days after receipt of the new classification standards or guidance. Upon completion of such review(s) any resulting upgrades will be processed within two (2) pay periods and effective no later than the following pay period. The Union may submit pertinent data to the Employer for consideration in reviewing the position(s).

#### **Section 5. Position Descriptions**

- a. When an Employee is routinely assigned significant, grade-controlling work that is not specifically described in his/her PD, the PD shall be revised to include such duties and shall be subjected to classification review for accuracy as to position title, series and grade.
- b. In accordance with 5CFR 511.607 (as revised), when the accuracy of the official position description is questioned by the employee, the employee will be directed to review this matter with his/her supervisor. If management and the employee cannot resolve their differences informally, the employee may pursue these issues thru the negotiated grievance procedure.
- c. Issues that may be grieved under the negotiated grievance procedures include:
  1. an assignment or detail out of the scope of normally performed duties as outlined in the official position description;
  2. the accuracy, consistency or use of agency supplemental classification guides; or
  3. the title of the position unless a specific title is authorized in a published OPM classification standard or guide, or the title reflects a qualification requirement or authorized area of specialization.
- d. If an Employee has concerns relative to the classification (i.e., title, series and/or grade) of his/her position, the Employer will provide the Employee with an explanation of the classification standard used in the classification and the results of any recent audits and/or reviews of the position in question, if applicable. Normally if a position review (desk audit) has not been conducted in the past three (3) years, the Employee may request to have one conducted and arrangements shall be made with the HR Office to accomplish one. Such position review will normally be scheduled within 30 calendar days and normally completed within 90 calendar days after the first interview has been conducted. A copy of the results of any such review will be provided to the Employee.

- e. The Union may submit requests for position reviews to the appropriate HR office on behalf of BUEs. Management agrees to provide a written response within thirty (30) days upon such request. If Management's response does not adequately address the Union's concerns, the Union may address the issue directly with OPM.

## **Section 6. Classification Appeal**

If an Employee is dissatisfied with a classification (i.e., title, series, or grade) determination, he/she may file a classification appeal in accordance with Government-wide and Agency regulations.

## **Section 7. Automated Classification System**

Classification of positions is accomplished by various methods, including use of an automated classification system, which may result in a streamlining of classification procedures. Any future bargaining obligations regarding the use of an automated classification system will be met.

## **ARTICLE 18**

### **SELECTION FOR PLACEMENT AND/OR PROMOTION**

#### **Section 1. General Provisions**

The parties agree that the selection of individuals for bargaining unit positions in the IHS will be in accordance with the merit system principles established by Title 5, USC, Section 2301. Selection will be applied in a consistent and equitable manner to all individuals without regard to political affiliation, marital status, race, color, religion, age, sex, color, national origin, or handicapping condition or other conditions covered by law, regulation, or executive order. Selection shall also be consistent with Federal Law regarding Indian Preference.

#### **Section 2. IHS Policy and Provisions of this Agreement**

In addition to the factors stated above, selection of individuals for bargaining unit positions in the IHS will be accomplished in accordance with IHS policy found in the Indian Health Manual (IHM) regarding the Merit Promotion Plan, the Excepted Service Examining Plan, the Indian Preference and the provisions of this Agreement.

#### **Section 3. Consideration for Overlong Time-Limited Appointments**

Consistent with 5 USC 2301 and Indian preference requirements, IHS agrees to give first consideration to Bargaining Unit Employees who have been on consecutive time-limited appointments at IHS for more than 13 months. First consideration is defined as the process where the first list of candidates referred to the selecting official shall contain only bargaining unit employees who have been on time limited appointments for more than 13 months.

#### **Section 4. Required Competitive Promotion Procedures**

- a. Promotions. Any selections for promotion to a bargaining unit position must be made on a competitive basis unless otherwise provided for by law, regulation, the Indian Health Manual or provisions of this Article.
- b. The Employer must provide all applicants for a promotion with a receipt of application for the promotion and whether or not the application was complete.
- c. The merit promotion/excepted service examining plans are available on the Employer's home page. Employee(s) may receive a copy upon request.
- d. If the Employer chooses to interview candidates for a given promotion, then the Employer shall make every attempt to interview all qualified candidates in the same or substantially similar manner.

- e. Upon request, after the position closes, an applicant may request information from the deciding official about which additional qualifications would make the applicant more competitive in the future.
- f. Information that can be provided to an individual Employee will also be provided to the Union, at the Employee's request.
- g. Temporary promotions – An Employee who is assigned to the grade-controlling duties of a higher-graded position for more than 30 days is entitled to a temporary promotion on the 31<sup>st</sup> day and continuing until such assignment ends consistent with the Merit Promotion Program guidance. Such an Employee shall be entitled to pay at the higher grade during the time in which they are in the higher-graded position.

## **Section 5. Details**

- a. Details for more than 120 days. A detail is the temporary assignment of an employee to a different position or to unclassified duties for a specified period of time, with the employee retaining their position of record and salary and returning to their regular duties at the end of the temporary assignment. Details of more than 30 days will be documented in the employees OPF and eOPF.
- b. Details for 120 days or less. A detail to a bargaining unit position containing higher graded duties or to a bargaining unit position with known promotional potential may be made non-competitively for not more than 120 days. Details to such positions for more than 120 days must be made on a competitive basis.
- c. Details to unclassified duties or to duties at the employee's current or lower grade. For an employee entitled to Indian Preference, details may be made non-competitively in increments of no greater than 120 days, with no limit on the number of times the detail may be renewed. For an employee not entitled to Indian Preference, details may be made in the same increments up to one year, after which any further detail of the employee must be approved by a management official at a higher level than the official who approved the initial detail.
- d. All details will be for the purpose of supporting the mission of the facility. No detail will be retaliatory.
- e. All details will be documented appropriately.
- f. The provisions of this Section are not intended by the Union as a waiver of bargaining rights under federal law with respect to bargaining on the implementation of management decisions on details. However, bargaining is limited to impact and implementation bargaining for details that involve an employee moving to a different facility or building.

## **Section 6. Filling Positions by Reassignment or Lower Grade**

Reassignments and transfers of employees to lower grade positions shall be done in accordance with all applicable laws and regulations.

## **Section 7. Acting Designations**

- a. Acting designations will be provided in writing to the affected bargaining unit employees and also to the Union if requested by the Union or the affected Employee(s).
- b. Bargaining Unit Employee(s) who are designated to act in a position of higher responsibility should receive appropriate compensation if the acting period exceeds 60 days.

## **Section 8. Accretion of Additional Duties**

The Employer may promote an employee without competition when the employee's position is reconstituted to a higher grade because of the accretion of additional duties and responsibilities, in accordance with applicable laws and regulations. When a higher grade position is established as a result of a realignment of duties within an organizational unit, such action shall also be in accordance with applicable laws, rules and regulations.

## **Section 9. Vacancy Announcements**

The recruitment of vacant bargaining unit positions requiring the use of competitive procedures will be advertised by the use of a vacancy announcement.

The area of consideration for a position is that area, as determined by the Employer, in which the Employer reasonably expects to locate a sufficient number of eligible candidates.

The Employer shall post vacancy announcements on applicable websites. Postings shall be in accordance with Federal laws and regulations and any other appropriate sources consistent with 5 U.S.C. 7106. The Employer shall ensure that all Employees have training and regular and consistent access to a computer for the purpose of accessing job vacancies at Indian Health Service. Employees may obtain assistance with viewing vacancy announcements and may also inquire about how to complete job applications from HR or their union steward.

## **Section 10. Position Upgrades**

Positions upgraded as a result of new classification standards shall be upgraded by the Employer within timeframes established by OPM.

## **Section 11. Area of Consideration Limitation**

The area of consideration shall be consistent with Merit System principles and the IHS Merit Promotion Plan and all applicable law.

## **Section 12. Priority Consideration**

For the purposes of this article, a priority consideration is the bona fide consideration for non-competitive selection given to an Employee due to a finding of previous failure to properly consider the Employee for selection because of procedural, regulatory, or program violation.

Where an erroneous selection is allowed to stand, an Employee who failed to receive proper consideration (as identified by the situation described in this section) because of the violation will receive priority consideration for the next opportunity that arises for which the Employee would qualify. An Employee is only entitled to one priority consideration for a promotion for each instance in which they were previously denied proper consideration.

If the action taken to correct an erroneous promotion is to require that the position be vacated, Employees who were not given proper consideration because of the violation will be considered for promotion to the vacated position before other candidates are considered under a new promotion or other placement action.

## **ARTICLE 19**

### **DISCIPLINARY AND ADVERSE ACTIONS**

#### **Section 1. Intent and Types of Actions**

Discipline is initiated for such cause as will promote the efficiency of the Federal service and to maintain the public trust and the orderly and efficient operation of the workplace. The objective of discipline is to motivate, correct and rehabilitate employees.

It is the desire of the Employer to effect non-disciplinary measures such as a verbal or written counseling and/or warning to the extent practicable prior to taking formal disciplinary action. In consideration of the concept of progressive discipline, the severity of a disciplinary action is dependent on the nature of the offense and in most cases, the least severe disciplinary action necessary to correct the Employee's behavior will be imposed.

The following types of corrective actions are considered discipline or adverse actions and are taken in accordance with Federal regulations:

#### **Disciplinary actions.**

- Letters of reprimand
- Suspensions of fourteen (14) calendar days or less

#### **Adverse actions.**

- Suspensions of more than fourteen (14) calendar days
- Demotions
- Removal

#### **Section 2. Documentation**

- a. Disciplinary/adverse action letters will include instructions on how to obtain information used and relied upon in proposing and/or effecting the disciplinary/adverse action. Upon request, the employee or his/her union representative will be provided copies of all information used and relied upon in proposing and/or effecting the disciplinary/adverse action.
- b. The employee and/or their Union representative may challenge any of the information used and relied upon by the Employer to propose and/or effect the disciplinary/adverse action. Challenges may include but are not limited to the accuracy, relevance, timeliness and/or completeness of the information that forms the basis of the current disciplinary/adverse action.

### **Section 3. Advance Notice**

- a. The Employer will give advance written notice (proposal) to the employee of any disciplinary/adverse action, with the exception of Letters of Reprimand.
- b. For proposed suspensions of one to fourteen calendar days, employees will be given fifteen calendar days advance notice. Employees will have 10 calendar days to respond to proposed suspensions of one to fourteen calendar days.
- c. For proposed adverse actions, employee will be given thirty calendar days advance notice. For proposed adverse actions, employees will have fifteen calendar days to respond.
- d. For any proposed action in which the Employer invokes the “crime provision” 5 U.S.C. 7513(b) the advance notice period will be seven calendar days. For any proposed action in which the Employer invokes the crime provision, the employee will have seven calendar days to respond.
- e. The Employer shall give sincere consideration to the employee’s response and will make a good faith effort to address arguments raised. The Employer will provide a written notice of its decision. Letters of Reprimand or letters proposing more severe action shall be acknowledged by the employee’s signature as a record of receipt. Should the employee refuse to sign receipt of the letter, the supervisor will so state on the letter.
- f. This section does not preclude that a reasonable written time extension may be requested and may be granted to the employee or his/her representative.

### **Section 4. Right to Union Representation.**

- a. Upon the request of the Employee to whom disciplinary or adverse action has been proposed or effected, the Employee may seek Union representation during any step of the process, at any step in the negotiated grievance procedure or in any subsequent appeal of any effected disciplinary/adverse action.
- b. Employees are entitled to Union representation in accordance with Article 1 (employee rights). There is no entitlement to Union representation during the mere delivery of a document by a management official at any phase of the disciplinary process. An employee may select any representative (union or non-union) during a proposal phase of a disciplinary or adverse action.
- c. Release time for Union Representative is addressed in Article 2 (Union Rights) of this agreement.
- d. Bargaining unit Employees will be allowed a reasonable amount of official time to address disciplinary/adverse actions.

## **Section 5. Privacy Rights**

The right to privacy of an Employee subjected to discipline and/or adverse action will be respected at all steps of the disciplinary and adverse action process. Consequently, it is the Employee's decision whether to notify the Union and seek Union representation when subjected to discipline and/or adverse action.

## **Section 6. Distinction between Conduct and Performance based Actions**

Additional information regarding Performance based adverse actions is addressed in Article 20 of this agreement and existing laws, rules and regulations.

## **ARTICLE 20**

### **PERFORMANCE MANAGEMENT PROGRAM**

The parties agree that the Performance Management Appraisal Program for bargaining unit employees will be the IHM, Part 7, Chapter 7 established 9/26/06 as modified by the following provisions and applicable laws, rules and government-wide regulations. Changes to the IHM Part 7 Chapter 7 will require the fulfillment of bargaining obligations by the parties. The Employer agrees that no quotas will be established that prescribe limitations on Exceptional or Fully Successful ratings.

#### **Section 1. Employee Participation**

Each employee should actively participate in developing his or her performance plan for the appraisal period. Employee participation includes raising the issue of the accuracy of their position description. At the beginning of the appraisal period the rating official and employee shall meet and discuss the Performance Appraisal Plan, at the employee's request. No employee will be required to back date any PMAP document. All employees will be afforded a minimum of two (2) workdays to review evaluation documents prior to signing.

#### **Section 2. Progress Reviews**

There should be continuous feedback between the employee and their supervisor. At a minimum, one formal progress review shall be held between the supervisor and the employee at approximately midpoint in the rating period. Interactions regarding progress reviews and feedback will be held in a setting that protects the employee's privacy. At anytime during the rating period, employees and supervisors will work closely together to enhance and improve the employee's performance. .

#### **Section 3. Individual Development Plans**

Each year, preferably at the time of establishment of the Performance Plan, the supervisor will have a discussion with the employee which should result in the development of an Individual Development Plan (IDP).

#### **Section 4. Performance Awards**

Each year, the Director, I.H.S. will establish a uniform awards budget level for the PMAP to ensure consistency in providing financial incentives for exceptional and fully successful performance across the Indian Health Service. Each Headquarters Office Director and Area Director will be required to establish and fund an awards budget to the level established by the Director, Indian Health Service. The awards budget will be managed by the respective Headquarters Office Director and Area Director.

## **Section 5. Awards Budget**

The Employer will establish a performance awards budget on a fiscal year basis and will communicate such total budget in writing to the designated Union officials within 30 calendar days of the date that such budget is considered final by the Employer. The Union will be similarly notified of any changes to the total amount budgeted for the fiscal year. However, the parties agree and understand that the amount of the performance awards budget is not subject to negotiation. Also, neither the ability to change, nor the amount of any change to the amount budgeted is subject to negotiation. The parties do agree that the Union may submit a proposal to the Employer on behalf of bargaining unit employees on the distribution of the budgeted amount(s) within 20 calendar days of such notification and bargaining will commence in accordance with established negotiation procedures to the full extent of the law. The Union may also submit proposals on the distribution of the awards budget prior to such notification and negotiations will commence consistent with the statute and the terms of this agreement.

## **Section 6. Employee Notice**

The Employer agrees that it will send an email to each bargaining unit employee during December of each year, encouraging them to provide input in regard to their individual performance elements and standards. The parties agree and understand that the employee's input can be accepted or rejected and that the Employer has the sole right to determine the content of performance elements and standards. This all-bargaining unit employee email will also remind employees that any questions or concerns regarding the accuracy of their position description can be raised at any time, but particularly at the time that their individual performance plan is being communicated to them.

This email will also remind employees that they can request to convert part of their performance award into a time-off award. This email will also remind employees who have received an Exceptional rating that they may be eligible for a Quality Step Increase.

Employees can state their preference as to the type of award (cash, time-off, or if they meet the criteria for a QSI) they would prefer. Employee preference will be honored in a fair and equitable manner unless budget or workload constraints preclude their choice. Employees are eligible for either the cash/time-off award or QSI, but not both. The Employer will notify Employees in writing in a timely manner (5 working days of the request) regarding budget or workload constraints if the Employee request cannot be honored. Wage Grade employees are not eligible for a QSI.

The Employer agrees that the employee input does not indicate agreement with performance standards and elements nor does it affect the legality of the standards.

## **Section 7. Union Notice**

The parties agree that LIUNA will be informed (in writing) about the guidance and timelines for the completion of the annual employee evaluations and the submission of performance award nominations. Any guidance/timelines that are issued regarding the completion of the annual

employee evaluations and the submission of performance award nominations will be in accordance with the HHS and IHS Performance Management Program Instruction. The parties agree that any bargaining obligations that may arise during this process will be fulfilled.

## **Section 8. Grievance**

The parties agree that any grievance regarding the application of the HHS and IHS Performance Management Program Instruction will be filed in accordance with the terms of this agreement.

## **Section 9. Additional Credit for Reduction In Force (RIF)**

The parties agree and understand that in accordance with OPM regulations an employee who receives an Exceptional rating will receive 20 years of credit for RIF purposes and employees who receive a rating of Fully Successful will receive 12 years of credit for RIF purposes.

## **Section 10. PMAP Training**

If PMAP training is provided, the parties agree and understand that the Agency will determine the content of the training. The parties also agree and understand that the Agency will decide who will conduct or provide the training and/or information sessions. The Agency agrees that it will provide a copy of the bargaining unit employee training material to the designated Union officials. Union officials may attend bargaining unit employee/ non-supervisory training and/or information sessions on the Performance Management Program and may be granted official time.

## **Section 11. Team Leader Changes**

The parties agree that any notification regarding new Team Leaders will be done within ten working days at the time that such designations are made if such designations affect the bargaining unit status and provided that the change in bargaining unit status is directly attributable to the implementation of the Performance Management Program.

## **Section 12. Rating Period**

The rating period will be from January 1 through December 31.

## **Section 13. Performance Rating Information**

The Employer agrees to provide the Union a report containing: rating of record, location (by administrative code), grade/series, and any awards/QSIs paid under the Performance Program, for all employees represented by the Union on an annual basis to the extent that it is available and requested by the Union.

#### **Section 14. Within Grade Increases (WIGI)**

Decisions regarding Within Grade Increases for bargaining unit employees will be in accordance with 5CFR Part 531 for General Schedule employees and Part 532 for Prevailing Rate System employees.

## **ARTICLE 21**

### **RECOGNITION AND AWARDS PROGRAM**

#### **Section 1. General Provisions**

The parties agree that the recognition and awards program is of mutual benefit to the Employer and the Employees. The parties also agree that recognition of employees through monetary and non-monetary awards reflects the parties' efforts to promote continuous improvement in organizational performance and is a positive indication of the parties' commitment to provide quality patient care and public service. The recognition and awards program will be managed in accordance with 5 CFR 451, and the IHS Recognition and Awards Program Circular.

The parties agree that, as an incentive program, employee recognition is based upon achievement and improvement. Achievements are linked to the Employer's mission of providing high quality care and service to the beneficiary population and the public. It recognizes the accomplishments of employees both as individuals and as members of groups or teams. It is the intent of this program to insure that employees will be appropriately rewarded.

#### **Section 2. Policy and Provisions**

- a. Employees may be eligible to receive multiple awards during the same calendar year as outlined in IHS Recognition and Awards Program Circular and appropriate laws, rules and regulations. Awards will be processed in a timely and expeditious manner.
- b. Management will issue quarterly reminders to all Supervisors encouraging them to identify individual employees and groups or teams who they believe should be recognized for high quality accomplishments or contributions. A copy of such reminders will be furnished to the Union.
- c. If requested, the Employer will provide a yearly report to the Union on the numbers and types of awards given to all bargaining unit employees.
- d. The nomination process will be as set forth in the IHS Recognition and Awards Program Circular.

## **ARTICLE 22**

### **LICENSURE, REGISTRATION, AND/OR CERTIFICATION**

#### **Section 1. General Provisions**

It is a condition of employment for Employees occupying certain positions (e.g., nursing, physician, etc.) to have a valid, unrestricted license, appropriate registration and/or certification in order to practice. It is the responsibility of the individual Employee to maintain a current, unrestricted and valid license, appropriate registration or certification.

Should licensure, registration, and/or certification lapse the Employee may be placed on restricted duty in an alternate position, or the Employee may request a reasonable amount of leave (annual, accrued compensatory time or LWOP) to renew licensure, registration, and/or certification. Normally such restricted duty or amount of leave will not exceed one (1) pay period. Such alternate arrangements will be applied in a consistent manner for all employees whose license, registration and/or certification might lapse. Any adverse action, will be taken in accordance with all applicable laws, rules, government wide regulations and the terms of this agreement.

If the Office of Personnel Management changes its requirement for licensure, registration and/or certification, the Employer will negotiate with the Union as required by law, rules, government wide regulations and the terms of this agreement.

#### **Section 2. Credentialing and Clinical Privileges**

It is a condition of employment that members of the medical staff must obtain clinical privileges in accordance with the facilities' medical staff bylaws, rules and regulations before performing clinical duties. The Employer agrees that medical staff bylaws, rules and regulations will be applied in a fair and equitable manner.

#### **Section 3. Maintaining License, Registration, and/or Certification**

Medical, dental and other employees may be required by state licensing boards, specialty board or other regulating bodies to maintain a specific number of hours of education pertinent to their respective professions. Likewise, many technical workers in the various health care fields may be required to acquire a specified number of profession-specific hours of continuing education. It is the responsibility of the employee to maintain his/her license, registration and/or certification. The Employer should provide reasonable and timely support to employees' efforts to maintain their license, registration and/or certification.

#### **Section 4. Employer Required Certifications**

When the Employer requires employee certifications (ACLS, PALS, Coding, BLS, etc.) it is the Employer's responsibility to fund and make appropriate arrangements to meet certification requirements. Appropriate arrangements include adequate time and resources for the Employee

to meet the Employer's certification requirements. The parties agree that employees will be on duty time when taking Employer required examinations.

## **ARTICLE 23**

### **UNIFORM ALLOWANCES & EMPLOYER PROVIDED UNIFORMS**

#### **Section 1. General**

The Employer will pay uniform allowances or provide uniforms to employees who are required to wear a uniform in the performance of their official duties. Uniforms are distinguished from protective gear as such gear protects the employee from hazards presented by official duties, whereas uniforms do not necessarily provide such protection.

#### **Section 2.**

- a. Uniform allowance amounts will be \$500 (\$19.23 per pay period) per year for employees who are required to wear a full uniform and \$250 (\$9.62 per pay period) per year for employees who are required to wear a partial uniform beginning no later than 90 days after this agreement takes effect.
- b. Uniform allowance for Security Guard or other positions that require specialized clothing will be determined in the same 90 days after the effective date of this agreement.
- c. The parties agree in Fiscal 2011 to provide for a Uniform allowance procedure consistent with Uniform Allowance Regulations. If such procedure warrants an increase it shall be paid within 2 pay periods of the determination. Uniform allowances shall not be decreased below that set forth in subsections a. and b. above.

#### **Section 3.**

Employees who are required to wear uniforms, which are not provided by the Employer, will receive a uniform allowance based on rates in section 2 above.

#### **Section 4.**

The Employer agrees to furnish the Union with a current listing of uniform allowances being paid and a listing of those that have been established upon request and whenever there is a change proposed.

#### **Section 5.**

Where the employer provides the uniforms for employees who are required to wear uniforms in the performance of their duties, the employer will make appropriate arrangements for times and secure locations in which to accomplish changes into or out of uniforms. Secure locations will be provided by the employer which will provide employee privacy and security for personal belongings where applicable.

**Section 6.**

Bargaining obligations will be fulfilled consistent with applicable laws, rules and regulations and the terms of this agreement if there are changes to uniform allowances.

**Section 7.**

The Employer has the sole discretion to decide which employees will be required to wear a uniform.

**Section 8.**

If an employee receives a uniform allowance, they are required to maintain evidence (receipts) regarding the purchase of uniforms. If requested to do so, the employee will provide a copy of such evidence to the Employer.

## **ARTICLE 24**

### **ORIENTATION OF NEW EMPLOYEES**

#### **Section 1. New Employees**

The Employer shall inform all new bargaining unit employees that the Union is the exclusive representative of employees in the Unit, normally within 30 days of their entrance on duty. Employees will be notified that the negotiated agreement is available electronically. For those facilities that do not have group orientations on a routine basis, employees will be provided contact information for a local Union representative.

#### **Section 2. Union Notification**

The Employer will provide the Union with advance written notice of the date, time and place of any group orientation along with a list of new bargaining unit employees who would be included in the orientation if requested by the Union.

The Union will be provided official time, normally not to exceed 30 minutes to speak at each group orientation session to introduce the new employee to the purposes, goals and achievements of the Union and the Collective Bargaining Agreement, or if no group orientation is conducted within 30 days of hiring, the Union will be provided normally not more than 30 minutes to speak personally with each new employee.

#### **Section 3. Union/Management Cooperation**

The Employer agrees to provide the Union with advance notice of any New Employee Orientation policy change, fulfilling any bargaining obligations that may arise.

## **ARTICLE 25**

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

#### **Section 1. General**

- a. The parties agree that the Employee Assistance Program (EAP) will be operated in a manner consistent with HHS Instruction 792-2, dated May 1, 2007 (as revised) except as modified by this agreement. The Employer provides to the Employee, an Employee Assistance Program (EAP) that provides short term counseling to assist Employees with issues of a personal nature relating to family, work, marital problems, substance abuse, stress, depression, and any other emotional and/or life challenges. The program is available to all Employees, and under certain conditions the employee's family members. The Employer will publicize the availability of the EAP through distribution of pamphlets, posters on bulletin boards, distribution of quarterly newsletters, flyers, bulletins and other techniques.
- b. The parties agree that the use of the referral to the EAP will not be punitive in nature and requests for counseling or referral assistance will not be a factor in job security or promotional opportunities.
- c. The Union supports the objectives of EAP. The parties agree the Union may assist the employees with regard to any aspect of EAP services.
- d. The Union will be notified of any proposed changes to the Program and the Employer will fulfill any bargaining obligations as required by law, rule and/or regulation prior to implementing any such changes.

#### **Section 2. Responsibilities**

The Employer agrees to assist employees in securing counseling services when issues arise that may interfere with employment. Employees are encouraged to contact EAP counselors for problems they may be experiencing that impact on the Employee's personal or work life. EAP counselors provide information and assistance to Employees by referral to diagnosis and treatment sources.

#### **Section 3. Procedures**

- a. When a supervisor becomes aware that an Employee is experiencing difficulties that interfere with his/her ability to perform the job, the supervisor should discuss the apparent difficulties with the Employee. The focus of corrective discussions by supervisors is restricted to the issue of job performance and/or conduct and the possible job-related consequences.
- b. If the Employee is unable to correct his/her difficulties through his/her own efforts, the supervisor may refer the Employee to the EAP. Employee participation in the program is voluntary. An Employee who fails to improve his/her performance and/or conduct may be subject to appropriate action by the Employer.

- c. Employees are on official duty when they meet with the EAP, provided they obtain prior consent from their supervisors. In an emergency, supervisory consent may be obtained after using the EAP. Employees who do not want their supervisors to know of their attendance must arrange appointments outside official duty hours or request and receive approval for leave. Employees who are referred or self referred to community resources for assistance will be on approved leave if the session occurs during work hours, (this may include Traditional healing methods, other therapeutic practices and a reasonable amount of travel time).
- d. On a case by case basis, the Employer may offer to hold a disciplinary action in abeyance if the Employee agrees to the specified terms and conditions.

#### **Section 4. Confidentiality**

The confidential nature of information related to an Employee's participation with the EAP shall be in accordance with applicable laws, rule, regulations and HHS Personnel Instructions 792-2. Information will not normally be released except by the Employee's written consent. If Employees choose not to sign release consent forms, the EAP may not disclose any information to their Supervisors except whether or not Employees made or kept appointments during official duty hours or any sick leave.

#### **Section 5. Union Interface with EAP**

The parties agree that the Union may request services offered by EAP, as described in HHS Personnel Instruction 792-2-30.D, on the behalf of Employees at their facility.

**ARTICLE 26**

**DRUG FREE WORKPLACE**

The parties agree that the Employer's Drug Free Workplace Program will be in accordance with all applicable laws, rules and regulations. The Union will be provided notice of any proposed changes to the Program and the Employer will fulfill any bargaining obligations as required by law, rule and/or regulation prior to implementing any such changes.

## **ARTICLE 27**

### **RETIREMENT AND OTHER BENEFITS**

#### **Section 1. Retirement Counseling**

Upon request of an Employee, the Employer shall make pre-retirement counseling available to the employee. Such counseling shall normally include: the approximate amount of annuity, eligibility to continue health and life insurance, approximate amount and time of lump sum payment of annual leave, eligibility for future employment, the effect of outside earning on the annuity (if applicable) and the estimated date of receipt of the first annuity payment, the effect of electing survivor benefits and referral to the appropriate OPM website or office for any additional information the employee may need. Employee requests will be met with a prompt response from the appropriate Human Resources office.

## **ARTICLE 28**

### **INDIAN PREFERENCE**

#### **Section 1. Application to Employment Practices**

It is the policy as well as the intent and priority of the Employer to implement the various legislative enactments that provide for preference in the employment of American Indian/Alaska Native people within the IHS. Further, the Union agrees to support the Employer in this regard.

#### **Section 2. Applicability to Grievance Procedure**

Any concerns pertaining to the application of Indian Preference may be raised under the grievance procedure contained in this agreement. However, should a matter proceed to binding arbitration, an arbitrator shall have no authority to render a decision that otherwise limits, adds, detracts or otherwise modifies Indian Preference law.

## **ARTICLE 29**

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

#### **Section 1. General Provisions**

The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, gender, sexual orientation, national origin, age, or disability. The Parties agree that EEO shall be administered in accordance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Age Discrimination in Employment Act (ADEA), as amended, Executive Order 11478, regulations of the Equal Employment Opportunity Commission (EEOC), and other authorizing legislation and applicable government-wide regulations.

#### **Section 2. Equal Employment Opportunity Program**

The Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of the Employer's personnel policies and practices in accordance with applicable laws and Government-wide rules and regulations. The program shall include, but not be limited to, the following:

- a. Providing reasonable job accommodation for qualified disabled employees,
- b. Reviewing selection processes and staffing procedures to identify those which are inconsistent with governing Federal EEO rules and regulations and taking corrective actions consistent with such rules and regulations in those instances where adverse EEO impacts are found,
- c. Procedures that allow for the restructuring of jobs, where feasible and desirable, and which do not create an undue hardship or remove the essential functions of the position to achieve the Employer's mission to utilize to the maximum extent possible the present skills of qualified disabled employees,
- d. Making reasonable accommodations for the religious needs of employees when such accommodations can be made without undue hardship to Employer programs or remove the essential functions of the position.
- e. Commitment to the prevention of sexual harassment, and
- f. Affirmative Employment Plan(s).

#### **Section 3. Reasonable Accommodations for Employees with Disabilities**

- a. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, Section 403 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, Title 1 of PL

101-336, and other Government-wide rules and regulations pertaining to the employment of individuals with disabilities, the Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

- b. The Employer will offer reasonable accommodation to known physical or mental limitations of qualified individuals with a disability regardless of type of appointment, unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of the Employer's program as defined in 29 CFR Section 1614.203 or remove essential functions of the position.
- c. The parties recognize that individual accommodations will be determined on a case-by case basis.
- d. The Employer facilities shall be accessible to employees with disabilities.

#### **Section 4. Affirmative Employment Program**

The Employer shall maintain a continuing Affirmative Employment Program to promote Equal Opportunities and to identify and eliminate discriminatory practices and policies. The Employer will provide notice to the Union prior to developing the IHS procedures for implementing the Affirmative Employment Program. The Union will be provided the opportunity to negotiate, as appropriate under labor-management law, on these procedures, as well as related EEO policies and plans.

#### **Section 5. Indian Preference**

Nothing in this Agreement may be construed in a manner contrary to the requirements of the Indian Preference statute.

#### **Section 6. Prevention of Sexual Harassment**

The Parties jointly support an organizational environment free from sexual harassment, which may interfere with an individual's work performance and/or create an intimidating, hostile, or offensive work environment. Sexual harassment may also constitute a prohibited personnel practice, when it results in discrimination in favor of or against an employee on a basis unrelated to performance, such as the taking or refusal to take a personnel action (including promotion of an Employee who submits to sexual advances or refusal to promote Employees who resist or protest sexual overtures).

#### **Section 7. Information, Data, and Reports**

- a. The Employer agrees to provide employees access to written information describing the discrimination complaints procedures and the Affirmative Employment Plan(s).

- b. The Employer agrees to the timely posting of names and office telephone numbers of EEO Counselors on designated facility bulletin boards and the IHS Website. Management will also provide the appropriate Local Unions with a current list of its facility EEO Counselors and will update the list as necessary.

## **Section 8. EEO Counselors**

- a. The Employer will assure that EEO counselors are appropriately trained, as determined by the Employer, available and accessible to employees who may have a discrimination complaint.
- b. The Union may recommend employees for EEO counselor positions and may make recommendations on EEO subject matter training. The Employer agrees to give good faith consideration to these recommendations.

## **Section 9. Complaints**

- a. An employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.
- b. Employees will utilize the EEO Counselor that has been designated for their location unless doing so would create a potential conflict of interest. Employees should raise any such issues promptly with the appropriate EEO Officer.
- c. EEO counselors will fully advise employees who seek their assistance of the procedures (including time limits) involved in processing an EEO complaint under the statutory EEO appeals procedure.
- d. An Employee who files an EEO complaint through the Employer's administrative process, and his/her designated personal representative, if an Agency Employee, are entitled to a reasonable amount of duty time in which to prepare and pursue the complaint. This time must be requested and approved in advance by the applicable supervisor(s).

## **Section 10. Election of Forum for Discrimination Allegations**

EEO issues may be raised under this Agreement either in conjunction with the negotiated grievance procedure, through the HHS-wide administrative EEO complaint process established pursuant to and in conformance with government-wide EEOC regulations, or, in cases within its jurisdiction, in an appeal to the Merit Systems Protection Board (MSPB). Once an Employee has elected one of these procedures, the election is irrevocable. The only exception is that an employee can file an informal EEO complaint, then withdraw the informal EEO complaint and select a different forum. Employees are encouraged to obtain advice and assistance from the Union, the EEO Counselor, and/or the Human Resources Office.

## **Section 11. Personal Representative**

Employees may select a personal representative when filing under the EEO procedures. If the grievance procedure is chosen, only a Union representative may be used.

## **ARTICLE 30**

### **VETERANS' PREFERENCE AND RECOGNITION**

#### **Section 1. Application to Employment Practices**

The Employer shall adhere to applicable laws that cover veterans, disabled veterans and preference eligibles. Definitions related to veterans' preference are contained in 5 CFR Part 211 and 5 USC 2108 as revised.

#### **Section 2. Applicability of Grievance Procedure**

Any concerns pertaining to the application of Veterans' Preference may be raised under the grievance procedure contained in this Agreement.

#### **Section 3. Veterans Recognition**

The Employer shall honor Veterans working for the Employer on at least an annual basis. The Employer will notify the Union three months in advance of the date of the recognition or event.

## **ARTICLE 31**

### **NEGOTIATIONS DURING THE LIFE OF THE AGREEMENT**

#### **Section 1. General**

It is agreed and understood that matters appropriate for negotiation between the parties during the life of the agreement (also referred to as mid-term bargaining) are in accordance with 5 USC 7117 and other applicable law. Either party may submit a proposal to the other on any subject not in conflict with the National Agreement or which specifically addresses an exception to a particular general provision to accommodate a local condition.

The initiating party shall provide written notification to the other party which contains, at a minimum, a description of the proposed change, a reference to any law or regulation the initiating party believes requires or permits the change, an identification of the facilities or bargaining unit employees affected by the change, a description of the expected impact of the change on those facilities or employees, and a proposed date for implementation of the change.

Each party shall inform the other party in writing of the person it has designated to receive notice of proposed changes at the levels of bargaining identified in Section 3 and 4 below, and shall promptly notify the other party in writing of any changes to such designations.

#### **Section 2. Effect on Prior Local Agreements**

It is agreed and understood by the Parties that this Agreement will replace any and all existing local collective bargaining agreements, memorandums of agreement, memorandums of understanding, etc. entered into between the parties including any past practices. However, local Memorandums of Agreements that are not in conflict with this Agreement or which specifically address exceptions to a particular general provision shall not be superseded.

#### **Section 3. Employer Initiated Bargaining**

- a. The parties agree that mid-term bargaining will be take place if the Employer proposes changes to working conditions during the term of this agreement. In order to conduct mid-term bargaining, the following procedures are established.
  1. If the proposed change involves a national issue, the Employer will provide the Union Official advance notice in writing of the proposed new policy or change to the designated Union as early as practicable, but normally not later than 30 days prior to the proposed implementation date stated in the notice. A national issue is an issue that affects more than one Area or is likely to have national implications. If no response is received within fourteen (14) days of the receipt of the initial notice, concurrence is deemed and the Employer may proceed with implementation. If the Union chooses to bargain over the proposed change, it shall respond within fourteen (14) days of receipt-of such notice. The Union will submit written counter-proposals within fourteen (14) days from the Union's notice of intent to bargain. The parties will begin negotiations no later than twenty (20)

days after the Employer's receipt of the Union written counter proposals unless there is mutual agreement to postpone the negotiations.

2. If the proposed change involves an Area issue, the Employer will provide the Union advance notice in writing of the proposed new policy or change to the designated Union official as early as practicable, but normally no later than thirty (30) days prior to the proposed implementation date stated in the notice. An Area issue is an issue that affects more than one Service Unit in the same Area. If no response is received within fourteen (14) days of receipt of the initial notice, concurrence is deemed and the Employer may proceed with implementation. If the Union chooses to bargain over the proposed changes, it shall respond within fourteen (14) days of receipt of such notice. The Union will submit written counter-proposals within fourteen (14) days from the Union's notice of intent to bargain. The parties will begin negotiations no later than fourteen (14) days after the Employer's receipt of the Union's written counter proposals unless there is mutual agreement to postpone the negotiations.
3. If the proposed change involves a local issue, the Employer will provide the Union advance notice in writing of the proposed new policy or change to the designated Union official as early as practicable, but normally not later than twenty (20) days prior to the proposed implementation date stated in the notice. A local issue is an issue that affects only one Service Unit, facility, program office, or an Area Office or Headquarters Office. If no response is received within ten (10) days of receipt of the initial notice, concurrence is deemed and the Employer may proceed with implementation. If the Union chooses to bargain over the proposed change, it shall respond within ten (10) days of receipt of such notice. The Union will submit written counter-proposals within ten (10) days from the Union's notice of intent to bargain. The parties will begin negotiations no later than ten (10) days after the Employer's receipt of the Union's written counter proposals unless there is mutual agreement to postpone the negotiations.

#### Mid-Term Bargaining Time Frames:

	<b>National</b>	<b>Area</b>	<b>Local</b>
<b>Employer Notification</b>	<b>30</b>	<b>30</b>	<b>20</b>
<b>Union Response</b>	<b>14</b>	<b>14</b>	<b>10</b>
<b>Union Proposal Submission</b>	<b>14</b>	<b>14</b>	<b>10</b>
<b>Negotiations</b>	<b>20</b>	<b>14</b>	<b>10</b>

- b. The timeframe for submission of the Union's proposals will only begin when the Employer has provided full and complete information as requested by the Union. An extension of time may be necessary if full and sufficient information is not provided by the Employer.
- c. Bargaining sessions will be scheduled by mutual agreement and shall occur on successive workdays unless otherwise mutually agreed.

- d. Either side may request assistance of the FMCS at any point in the bargaining process. Both parties shall make themselves available to the FMCS.
- e. Where impasse is reached, the FMCS representative shall be requested to certify the impasse in writing.
- f. If an impasse is reached, either party may submit a request for the assistance of the FSIP.

#### **Section 4. Union Initiated Bargaining**

The parties agree that the Union may submit proposals to change working conditions not in conflict with this agreement; the following procedures will apply:

- a. Nation-wide: Written notification of the proposed changes will be provided to the designated Employer Official in sufficient time to fulfill bargaining obligations. The Employer will notify the Union within 30 days of its intent to negotiate or bargain.
- b. Area-wide: Written notification of the proposed change will be provided to the designated Employer Official in sufficient time to fulfill obligations. The Employer will notify the Union within 20 days of its intent to negotiate or bargain.
- c. Headquarters, Area Office, Service Unit, Facility, and Program or Office: Written notification of the proposed change will be provided to the designated Employer Official in sufficient time to fulfill bargaining obligations. The Employer will notify the Union within 10 days of its intent to negotiate or bargain.

#### **Section 5. Ground Rules for Negotiations**

- a. Negotiations will normally take place during regular administrative work days.
- b. The Employer will normally provide a site and normal business equipment and material that are conducive to effective negotiations.
- c. The parties agree to establish their respective negotiating teams prior to the beginning of negotiations and to inform each other of the membership of those teams.
- d. All bargaining unit employees participating in any manner in the negotiations shall be entitled to do so on official time, in accordance with the provisions of Article 2 of this Agreement.
- e. Any agreement resulting from negotiations during the life of this Agreement shall be reduced to writing and signed promptly by the chief negotiator for each party. On or before the date the Employer signs such an agreement it shall inform the Union in writing whether it intends to submit the agreement for Agency-head review under 5 USC 7114 (C). On or before the date the Union signs such an agreement, it shall inform the Employer in writing whether it intends to submit the agreement to the Union membership for a ratification vote.

- f. Additional ground rules for negotiations may be proposed by either party on a case by case basis.
- g. For bargaining involving a national issue, the Union will be allowed up to six (6) bargaining unit employees on official time. For bargaining involving an Area issue, the Union will be allowed up to six (6) bargaining unit employees on official time. For bargaining involving a local issue, the Union will be allowed up to three (3) bargaining unit employees on official time. The Employer will pay for the travel and per diem expenses for these bargaining unit employees in accordance with law, rule and regulation.

## **ARTICLE 32**

### **GRIEVANCE PROCEDURE**

#### **Section 1. Efforts to Expeditiously Resolve Employee Concerns**

The Employer and the Union desire that all Employees be treated fairly and equitably. It is intended that this grievance procedure provide a means of resolving complaints and grievances at the lowest level possible and the Employer and the Union agree to work toward this end.

#### **Section 2. Definition of Grievance**

For the purpose of this Article, a grievance is defined as any complaint:

- a. By any employee concerning any matter relating to the employment of the employee; or
- b. By the Union concerning any matter relating to the employment of any employee; or
- c. By any employee, the Union, or the Employer concerning:
  1. The effect or interpretation, or a claim, of breach of this Agreement; or
  2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

#### **Section 3. Scope of Grievance and Choice of Procedures**

The following types of complaints may be filed as alternatives to a grievance by using the statutory appeal process:

Removal; suspension for more than fourteen (14) calendar days; furlough without pay for 30 days or less; reduction in grade or pay; and discrimination on account of race, color, religion, age, national origin, gender, or physical or mental disability.

Once an employee has invoked one of these statutory appeal procedures, he/she may not also file a grievance to address the same problem. The grievant is deemed to have made an election of a preferred procedure when the grievant formally puts the complaint in writing under the applicable procedure.

Selection of the negotiated grievance procedure in a grievance containing charges of discrimination based on Equal Employment Opportunity Commission (EEOC) guidelines in no manner prejudices the right of the Employee to request the Merit Systems Protection Board (MSPB) or EEOC to review the final decision.

#### **Section 4. Subjects excluded from coverage by the grievance procedure**

Grievances concerning the following matters are not subject to the negotiated grievance process:

- a. Any claimed violation of subchapter III of chapter 73 of this title (relating to prohibited political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under section 7532 of Title V of the U.S. Code;
- d. Any examination, certification, or appointment; or
- e. The classification of any position which does not result in the reduction in grade or pay of an employee.
- f. Separation of a probationary or other Employee in the Excepted Service unless the Employee has appeal rights under 5 U.S.C. Chapter 75;
- g. Non-selection from a properly constituted list of best qualified candidates;
- h. Termination of a temporary promotion or a detail;
- i. Termination of a term or time-limited appointment; and
- j. The substance of performance elements and/or standards.

#### **Section 5. Application**

The Union will represent employee(s) in grievances, or an employee may represent him/herself. Grievances may be amended as needed. The Union may exercise its legal rights to be present at any discussion between the Employer and the employee concerning a grievance. Union representatives and grievants will be free from restraint, coercion, discrimination, and reprisal. Union representatives and grievants will be provided sufficient official time to investigate, discuss, and review the grievance and all management presentations and decisions. All employees involved in a grievance process, including arbitration, will be provided sufficient official time to prepare for and attend any meetings or proceedings.

#### **Section 6. Requirements**

The grievance must:

- Be in writing;
- Clearly identify the matter as a grievance;

- Identify the Union representative, if any;
- Include the name of the grievant, and;
- Requested remedy.

## **Section 7. Optional Informal Resolution**

Employees are encouraged to present their concerns or matters of dissatisfaction to their immediate supervisor as soon as possible. These presentations are not part of the formal grievance process and are to be treated as personal discussions. If an informal meeting occurs and fails to resolve the concern, the Employee may still proceed to file a grievance.

The use of this informal process does not change the time frames for filing a Step 1 grievance. Nothing in this agreement will preclude, and the parties are encouraged to attempt, resolution of grievances informally at any time and/or step of the process.

## **Section 8. Formal Grievance Process**

An Employee may be represented by the Union or by him/herself. Regardless of whether an Employee files a grievance with or without Union representation, the Union may exercise its right to be present at any discussions between the Employer and the Employee(s) concerning a grievance. The Employer shall provide a copy of every grievance decision to the Local Business Manager at the same time the decision is provided to the designated Union representative listed on the grievance.

**Step 1** - A grievance must be filed no later than twenty (20) calendar days from the event giving rise to the grievance or from the date the grievant first became aware of the event causing the grievance, whichever occurs later. The grievance shall be filed with the deciding management official. Upon mutual agreement, parties may meet about the grievance. If such a meeting is agreed upon, the meeting must take place within seven (7) days from the date the grievance was filed. The management official has seven (7) days to respond in writing to the grievance from the date the grievance was filed or when the meeting occurred. Management shall designate the Step 2 official in the Step 1 response.

**Step 2** - If the Step 1 decision is not satisfactory to the grievant or was not issued, the Union and/or the grievant may then submit the grievance to the next level of management authorized to resolve the grievance. The Step 2 grievance shall be filed within fourteen (14) days of receipt of the Step 1 decision, or fourteen (14) calendar days after the Step 1 decision was due. The parties must meet or confer to discuss the grievance within seven (7) days of filing of the Step 2 grievance. The management official has seven (7) days after the Step 2 meeting or conference occurs to respond in writing to the grievance.

**Step 3** - If the Step 2 decision is not satisfactory to the grievant or if no Step 2 meeting occurs and/or no Step 2 decision is issued, either party may then request mediation. The parties agree to use the Federal Mediation and Conciliation Service (FMCS) as the primary manner in which to select a mediator. If it is impracticable to secure an FMCS mediator, the parties may select a mediator who is mutually agreeable to the parties. The request for mediation must be in writing

and made within fourteen (14) days after receipt of the Step 2 decision or within fourteen (14) days after the Step 2 decision was due. If the grievance is still not resolved after mediation, the Union or Employer may invoke binding arbitration in accordance with Article 33.

### **Section 9. Time limits**

Time limits shall be complied with unless there are exceptional circumstances. If the Employer does not meet the time limits in this Agreement, the Union or the grievant may unilaterally move the grievance to the next step of the grievance process. Time limits may be waived in writing by mutual agreement by the parties. A deadline that falls on a weekend or holiday will be extended to the following workday.

### **Section 10. Waiver of Steps**

Any step of the grievance procedure may be waived by mutual written consent of the parties.

### **Section 11. Union Grievance**

The Union may file a grievance on its behalf with the Employer within twenty (20) days from the event giving rise to the grievance or from the date the Union became aware of the event forming the basis of the grievance, whichever occurs later. The grievance must be filed in writing with the lowest common management official who governs the issue being grieved. This management official will render a written decision within fifteen (15) calendar days to the Union official who filed the grievance. If the Union is not satisfied with the decision, it may pursue the grievance to mediation or binding arbitration in accordance with the procedures in Section 8, Step 3 of this Article.

### **Section 12. Employer Grievance**

Management may file a grievance with the Business Manager or his/her designee within twenty (20) days from the event giving rise to the grievance, or from the date the Employer became aware of the event that forms the basis of the grievance. The Union will render a written decision within fifteen (15) days. If the employer is not satisfied with the Union's decision, it may pursue the grievance to mediation or binding arbitration in accordance with the procedures in Section 8, Step 3 of this Article.

### **Section 13. Group Grievance**

The Union may file a group grievance, on behalf of two or more employees, when the group of employees has an identical or similar grievance. The Union shall file the group grievance within twenty (20) days from the event giving rise to the grievance, or from when the group knew or should have become aware of the event forming the basis of the grievance, whichever occurs later.

**Step 1** - The grievance shall be filed with the lowest common management official who governs all the affected employees. This management official shall render a written decision within fifteen (15) days to the Union official who filed the grievance.

**Step 2** - If the Union is not satisfied with the Step 1 decision or if no Step 1 decision is issued, the Union may proceed immediately to Step 2. The Step 2 official shall be the management official one level higher than the Group Step 1 official in this section. The Step 2 official shall render a written decision within fifteen (15) days of filing of the Step 2 grievance.

**Step 3** - If the Union is not satisfied or if no decision is issued with the Step 2 grievance, the Union may proceed immediately to mediation or binding arbitration in accordance with the procedures in Section 8, Step 3 of this Article.

#### **Section 14. Information Sharing**

The Employer and the Union agree to share information on the number, types and status of grievances.

## **ARTICLE 33**

### **ARBITRATION PROCEDURE**

#### **Section 1. Invocation of Arbitration**

If a final decision or completion of mediation efforts on a grievance processed under this Agreement do not resolve the grievance, the Union or the Employer (whichever party initiated the grievance) may invoke binding arbitration. The invocation must be in writing and submitted to the non-invoking party within twenty-five (25) days following receipt by the invoking party of the final grievance decision or completion of mediation efforts.

#### **Section 2. Selecting the Arbitrator and Establishing a Hearing Date**

Within twenty (20) days after the invocation of arbitration, the parties shall meet and/or confer to attempt to select an arbitrator and/or jointly complete a request to the Federal Mediation and Conciliation Services (FMCS) for a list of no less than seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request. If either party refuses to meet or confer to select the arbitrator or to jointly complete the request for arbitrators, the other party may make a unilateral request. The party invoking arbitration shall be responsible for the payment of any fee required by FMCS for a list of arbitrators. This fee will be included as a part of the overall arbitration expenses. However, the non-invoking party shall, within thirty (30) days of the date the request for a list of arbitrators is submitted to FMCS, to reimburse the invoking party for one-half of such fee.

The parties shall meet or confer within 14 days after receipt of the list to select an arbitrator unless the parties mutually agree otherwise. Either party has the right to insist, one time and one time only per arbitration, that the list be discarded and a new list of arbitrators be requested. The party exercising this right shall be responsible for the entire fee for the new list that may be imposed by FMCS.

If they cannot agree upon one (1) of the listed persons, the Employer and Union will each take turns striking an arbitrator's name from the list until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. The winner in the flip of a coin shall determine which party shall strike the first name. If one party refuses to participate in the selection, the other party may make a unilateral selection.

#### **Section 3. Cancellation Fees**

Once the hearing date(s) have been established, should one party subsequently decide it cannot then proceed with the hearing on the established date(s), the party responsible for the cancellation will be responsible for all cancellation cost and expenses. If the parties mutually agree to cancel a particular date, or the settlement of the grievance is the reason for not proceeding to a hearing, the parties will each pay one-half of any cancellation costs and expenses. The parties are bound by the cancellation policy of the individual arbitrator.

## **Section 4. Threshold Issues Pertaining to Grieveability/Arbitrability**

If either party has a dispute as to whether the grievance is appropriate to proceed to arbitration (due to timeliness, whether an issue is excluded from grievance process, etc.), the parties will attempt to settle the issue by mutual agreement. If the issue is not resolved, the parties may submit the threshold issues to the arbitrator, along with any supporting documentation, at the time of the scheduled hearing.

## **Section 5. Fees and Expenses**

The non-prevailing party will pay the arbitrator's fees and expenses. The arbitrator shall determine the prevailing party, or the percentage of win/loss of each party. If there is no prevailing party, the parties shall pay the arbitrator's fees and expenses according to the percentage of win/loss in accordance with the arbitrator's determination. If only one party requests a transcript, only that party will be entitled to the transcript and will be responsible for its cost. If the other party subsequently wants a copy, then the two parties will jointly share the total cost of both transcripts.

## **Section 6. Arbitrator Authority**

The arbitrator shall have the authority to resolve any questions of arbitrability and any matter involving the interpretation or application of a collective bargaining agreement to the extent permitted by law and to this Agreement. However, the arbitrator shall have no authority to add, delete or modify any language in this Agreement, in any statute or in any government-wide regulation.

## **Section 7. Framing the Issue**

If the parties cannot agree to a joint framing of the issue(s) for arbitration, each party shall present what they consider to be the issue(s), together with any supporting material, for the arbitrator's consideration. The arbitrator shall then determine the issue(s).

## **Section 8. Arbitrator's Decision**

The arbitrator's award shall be based on the issues stipulated by the parties and/or as determined by the arbitrator and evidence presented on the record, including any post hearing briefs. The arbitrator's decision shall be final and binding and the remedy shall be effective in its entirety unless either party seeks review under 5 USC Section 7122 (exceptions to arbitration awards) or other applicable law.

## **Section 9. Time Limit**

The arbitrator will render a decision and if appropriate, a remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the closing of the record, unless the parties otherwise agree.

## **Section 10. Types of Arbitration**

- a. Any of the following processes may be utilized by the arbitrator upon mutual consent of the parties:
  1. A “stipulation” of facts to the arbitrator can be used when both parties agree to the facts at issue and witness testimony is not necessary. In this case, all facts, data, documentation, etc., are jointly submitted based upon the facts presented.
  2. An “arbitrator inquiry” can be used when or would be more appropriate than a formal hearing. In this case, the arbitrator would make such inquiries as he/she deemed necessary (e.g., inspecting worksites, taking statements, etc.).
  3. An “expedited arbitration” may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he/she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision, which may not require a written opinion. The parties may agree to direct the arbitrator to simplify or eliminate a written opinion when using the process in 1, 2, or 3 above.
- b. If there is no mutual agreement to a procedure as set forth above, then a formal hearing shall be convened.
- c. The arbitration hearing or inquiry shall normally be held on the Employer’s premises during the regular work hours of the basic workweek unless a suitable site (as determined by the arbitrator) is not available. On sufficient advance notice from the Union, the Employer will rearrange necessary witness’s schedules and place them on duty during the arbitration hearing whenever practicable.
- d. Individual grievances can only be combined upon written, mutual agreement of the parties or by an arbitrator properly selected to arbitrate a grievance, upon motion of a party and for good cause shown.

## **ARTICLE 34**

### **CONTRACTING OUT INDIAN HEALTH SERVICE FUNCTIONS**

The Employer shall keep the Union informed of agency plans to contract-out function(s) where there may be an impact on Bargaining Unit Employees. All information associated with commercial contracting of IHS functions will be released in accordance with federal acquisition regulations and policies. Any bargaining obligations associated with such plans will be met in a timely manner.

Procedures associated with Reductions in force (RIF) will follow the provisions of Article 35 (RIF).

## **ARTICLE 35**

### **REDUCTION IN FORCE (RIF)**

#### **Section 1. Policy.**

- a.. Through careful planning and use of other administrative flexibilities, to the extent practicable and in the public interest, the Employer shall seek to avoid the necessity of entering into a formal RIF action.
- b. In the event of a RIF, OPM and HHS regulations will be observed by the Employer. The Employer agrees to furnish the Union, upon request and as it becomes available, with all proposed RIF restructuring and staffing plans and retention registers. Indian Preference will be applied in the development of the retention registers in accordance with all applicable laws, regulations, and policies.

#### **Section 2. Procedure.**

- a. Employee Records. The Union and the Employer will jointly encourage each employee to see that his/her personnel file contains up-to-date information as soon as the RIF or reorganization is announced. The Employer will advise employees on how they may update their personnel records. All information contained in the employee's personnel files (EOPF/OPF, Performance Management File, Training Records, etc.) will be used to determine qualifications for placement purposes, including any new application/resume.
- b. Notification. In the event that a RIF is necessary, the Employer will notify the Union in writing and bargaining will commence to the full extent of the law. The notification will contain the following:
  1. The reason for the RIF;
  2. Competitive areas;
  3. Information on grade and pay retention regulations;
  4. Information on regulations explaining rights of employees, including the effects of Indian Preference, Veterans Preference, years of service, and performance evaluations;
  5. A list of tentative positions to be abolished;
  6. If issued, copies of general RIF notices
- c. If the Union requests negotiations, the written request to bargain and initial requests for information must be submitted to the appropriate management official within seven (7) calendar days after receiving the notice described in section 2 b above. The Employer will respond to the information request within seven (7) calendar days of receipt. The Union must

provide written counter proposals within seven (7) calendar days of the Employer's initial response to the information request. If no information request was made, the Union must submit written counter proposals within seven (7) calendar days of its request to negotiate. The parties agree to begin negotiations within seven (7) calendar days of receipt of the Union's written counter proposals. The parties agree to negotiate to the full extent required by law.

- d. The Employer agrees to respond promptly to Union requests for information that is necessary to develop bargaining proposals. This may include, but is not limited to outplacement programs, retirement and severance pay computations or estimates.

## **ARTICLE 36**

### **CONTRACTING AND COMPACTING UNDER THE INDIAN SELF-DETERMINATION ACT**

#### **Section 1. General**

The Employer and the Union agree that when decisions are made to compact or contract an Indian Health Service program, clinic, or service unit, either in whole or in part, as a result of the exercise of tribal sovereignty under P.L. 93-638, as amended, the following provisions will apply when Employees are affected.

#### **Section 2. Provisions**

- a. The Employer will provide notice to the Union, as far in advance as practicable, prior to the effective date of a 638 compact or contract. The decision to contract out work by tribal organizations is the sole discretion of the Tribe and as such, the Employer has limited input in the decision however, the Employer agrees to inform the Tribe or Tribal organization of Bargaining Unit Employees rights under applicable law, rule and government wide regulations. The Employer will keep the Union informed concerning any plans to compact or contract out bargaining unit work.
- b. If the Tribe plans to utilize Intergovernmental Personnel Act (IPA) assignment agreements, the Employer will meet with the Union and Employees potentially affected by the action to discuss the transition and to explain the procedures.
- c. Management will provide notification to the Union consistent with the terms of the appropriate article of this agreement regarding changes to working conditions of employees when the Employer is notified of the change by the tribe/tribal organization and bargaining obligations will be fulfilled to the full extent of the law.
- d. Regular Purpose or Special Purpose IPA Agreements shall include any applicable terms required by laws, rules and government wide regulations.
- e. Employees have the right to meet with and be represented by the Union with respect to any IPA assignment.

#### **Section 3. Grievance Procedures**

Employees serving under an IPA have the right to use the negotiated grievance procedure to raise issues.

#### **Section 4. Rights Of Employees While On IPA**

The parties agree that the rights of employees while on IPA to organizations as defined by 5 USC 3371 (2), (c), will be as provided by 5 USC 3372 as revised.

## **Section 5. Intergovernmental Personnel Act Details**

Before an assignment is made, the Employer, the Indian tribal government or other eligible organization and the assigned employee shall enter into a written agreement, which records the obligations and responsibilities of the parties as specified in 5 USC 3373-3375. This is in addition to fulfilling bargaining obligations under the statute with respect to this change in working conditions as set forth in Section 2.c above.

**ARTICLE 37**

**ELECTRONIC INITIATIVES**

As new electronic initiatives are introduced, the Employer will notify the Union of the initiatives and bargain to the extent required by law. The Employer also agrees to bargain, to the extent required by law and the terms of this agreement, on any post-implementation proposals submitted by the Union.

**ARTICLE 38**

**UNFAIR LABOR PRACTICE**

**Section 1.**

In the interest of attempting to resolve problems at the lowest possible level, the parties agree to attempt to discuss any potential ULP before filing a ULP charge with the Federal Labor Relations Authority. The charging party will provide information to the appropriate individual of the charged party before filing a ULP.

**Section 2.**

A copy of any ULP charge filed by the Union with the FLRA will also be provided to the corresponding appropriate management official and servicing Human Resources Office, which will be identified by the Employer. Any ULP charge filed by the Agency with the FLRA will be provided to the appropriate designated Union officials.

## **ARTICLE 39**

### **ACCESS TO AGREEMENT**

The Employer will utilize electronic media, including Internet/Intranet access to make this Agreement available to all employees by providing a link to the Agreement on the IHS home page. Employees may utilize the Employer's equipment and supplies to make a copy of the agreement. Employees who are unable to access the agreement-electronically may request that their supervisor or the Human Resources Office provide them a copy. Normally a copy will be provided to the employee within two (2) workdays of the request.

The format and design for the published Agreement will be agreed to by both parties.

## **ARTICLE 40**

### **LABOR MANAGEMENT RELATIONS COUNCILS (LMRC)**

#### **Section 1. Purpose**

A collective bargaining agreement is but one element of a successful and effective labor-management relationship. The Employer and the Union agree that open communication between the parties at each organizational level is beneficial to the successful implementation of this agreement. The objective of the LMRC is to encourage the Employer and the Union to discuss problems and develop and implement solutions to better accomplish the mission of the Indian Health Service. Labor Management Relations Councils will be consistent with the requirements and principles of the 12/9/09 Executive Order on Creating Labor-Management Forums to Improve Delivery of Government Services.

#### **Section 2. Local LMR Councils**

This agreement specifically requires the establishment of Councils at the Service Unit level and Area level or equivalent of the Indian Health Service within 6 months of the establishment of the National LMRC. This provision will not disturb any currently existing LMRC activities.

#### **Section 3. Scope of Information and Discussion**

The LMRC will exchange information and discuss appropriate and mutual matters of concern and interest. The Councils will not serve as a substitute for bargaining under the terms of this agreement or the statute nor as a forum for resolving specific grievances, Unfair Labor Practices or other issues raised in a formal forum for remedy.

#### **Section 4. Meetings and Membership**

- a. Union and Employer representatives attending LMRC meetings will be kept to a reasonable number consistent with the subjects to be discussed. Union representatives who are Employees will attend on official time and travel will be authorized by the Employer as necessary for all Union and Employer Representatives of LMR Councils.
- b. Each LMRC will establish its own meeting dates. Meetings will be scheduled when there are items to discuss and an agenda has been developed by either party. Meetings should be held at least on a quarterly basis.
- c. The Employer will arrange and reserve a meeting location.
- d. Both Parties will designate in writing to the other, their representatives to LMR Councils.

## **Section 5. Agenda and Ground-Rules**

- a. To facilitate meaningful discussion, each party will submit agenda items, with a brief description, at least five (5) workdays in advance of the scheduled meeting.
- a. The agenda will be prepared on an alternating basis between the parties.
- b. Matters not on the agenda may be discussed by mutual consent.
- c. Ground-rules may be agreed upon by the parties to meet Local needs consistent with the terms of this Article and agreement.

## **Section 6. Privacy Considerations**

- a. To preclude the invasion of privacy of all bargaining unit and non-bargaining unit employees, the parties will not consider or discuss specific grievances, complaints, or appeals at LMRC Meetings.
- b. If the identity of specific employees related to grievances, complaints, or appeals can be protected, there may be discussion of general personnel policies, practices or working conditions that have given rise to grievances or complaints or that might give rise to grievances or complaints, so that future problems might be identified for possible corrective and/or preventive actions, when appropriate.

## **Section 7. Minutes**

- a. The party preparing the agenda for the meeting also will prepare the minutes of the meeting. The minutes shall include a statement of the agenda items with a brief review and summary of the relevant discussion.
- b. These draft minutes will be forwarded to the other party for appropriate comments and changes if necessary. If a dispute arises over the minutes, both parties will exchange their comments and changes to the minutes for inclusion in the final version of the minutes.
- c. The minutes will be made available to the constituents of both parties.

## **Section 8. National Labor Management Relations Council**

In the interest of further labor management cooperation and to provide a forum for information sharing and discussion of matters of mutual concern as they affect entire Indian Health Service, the Employer and the Union agree to establish a National Labor Management Relations Council which shall meet on a quarterly basis at mutually agreeable locations. Additional procedures, principles and ground-rules for the functioning of the National LMRC shall be established by the members appointed to it consistent with the terms of this Article and agreement. Membership shall be on an equitable basis between the parties. The first National LMRC Meeting shall convene within 90 days of the execution of this agreement.

## **Section 9.**

The parties agree that during the first year the meetings will be face to face. After the first year, the parties agree that up to two of the meetings may be by telephonic conference call or video conference.

## **ARTICLE 41**

### **DURATION OF AGREEMENT**

The effective date of this Agreement shall be the date it is approved by the Agency Head, or on the 31<sup>st</sup> day after the signing of the Agreement by the Parties, whichever comes first and shall remain in effect for a three-year period.

Either Party may request to open up to three (3) Articles of this Agreement within 30 days prior to the mid-point of this Agreement (18 months after the effective date of this Agreement.) The parties will submit their requests for articles to be opened simultaneously, by a process determined by mutual agreement.

At least sixty (60) but not earlier than one hundred and five (105) calendar days prior to the three-year expiration date of this Agreement, either party may give written notice of its intent to amend, reopen, modify, or terminate this Agreement. If such notice is given, this Agreement shall remain in effect until the changes have been negotiated and approved.

This Agreement will be automatically renewed for additional three year periods, if neither party requests negotiations in writing by at least sixty (60) but not earlier than one hundred and five (105) calendar days prior to the expiration date.

Ratification of the Agreement will be in accordance with the ground rules signed by the parties on December 2, 2004.

## *Appendix A to CBA*

**Steward/Representative Name**  
**Work Location**  
**Department**

## **OFFICIAL TIME ACTIVITY LOG**

FY '

Total of \_\_\_\_\_ Hours Used for Period Ending \_\_\_\_\_

## REQUEST/APPROVAL TO WORK CREDIT HOURS

### Appendix B To CBA

Request/Approval to Work Credit Hours  
 Total Hours Beginning of Pay Period: \_\_\_\_\_

Total Credit Hours at the end of Pay Period: \_\_\_\_\_

Pay Period #: \_\_\_\_\_

Date	SUN	MON	TUES	WED	THURS	FRI	SAT	SUN	MON	TUES	WED	THURS	FRI	SAT
Time of Arrival														
Time of Departure														
Credit Hours Requested														
Credit Hours Earned														
Credit Hours Used														
Supervisor Initial														

Credit Hours Can Only Be Earned During Established FWS Hours

Requested By:

Employee \_\_\_\_\_ Date \_\_\_\_\_

Approved By: Supervisor \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX C To CBA**

DATE:

FROM:

SUBJECT: Established Procedures For Requesting Leave

TO: \_\_\_\_\_ Employees  
(Dept./Div./Office)

In accordance with Article # 11 of the Collective Bargaining Agreement (CBA), the following procedures are established for submitting and responding to leave requests.

The Leave Approving Official (LAO) is: \_\_\_\_\_, \_\_\_\_\_,  
(Name or title/phone number/e-mail)

In the absence of the LAO, the following persons in descending order are designated to approve/disapprove leave requests: Name or title/phone number/e-mail

1. Name or title/phone number/e-mail: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
2. Name or title/phone number/e-mail: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
3. Name or title/phone number/e-mail: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(Note: List all designated LAOs)

Employees will request leave in the following manner(s) in accordance with Article # 11, Section 1, of the CBA:

Automated Time & Attendance System \_\_\_\_\_  
In person \_\_\_\_ Voice-mail \_\_\_\_ E-mail \_\_\_\_  
By phone \_\_\_\_ OPM Form 71 /memo \_\_\_\_

The LAO/Designee will respond to leave requests in a timely manner that will permit the Employee sufficient time to plan accordingly in accordance with Article # 11, Section 1, of the CBA.

Employees will be advised of the leave decision by the LAO by the following method(s):

Automated Time & Attendance System \_\_\_\_ In person \_\_\_\_ Voice-mail \_\_\_\_  
E-mail \_\_\_\_ By phone \_\_\_\_ OPM Form 71/memo \_\_\_\_

Other Instructions:

In the event that the leave request and/or decision are made by methods other than the automated time and attendance system, the Employee is responsible for entering the leave request into the automated time and attendance system as soon as practicable for LAO confirmation.

A copy of this completed form is to be provided to the Employee.

Employee signature: \_\_\_\_\_

Date: \_\_\_\_\_