



Labor Agreement

Between

**Boise District
Bureau of Land Management
Department of the Interior**

And

**Federal Local 2052
National Federation of Federal Employees
Federal District 1
IAMAW, AFL-CIO**

Effective: May 3, 2016



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PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 (CSRA) regarding federal labor-management relations, the following articles of this basic agreement, together with any and all Supplemental Agreements which may be agreed to at later dates, constitute a total agreement by and between the United States Department of the Interior (DOI), Bureau of Land Management (BLM), Boise District, hereinafter referred to as the BDO, and the National Federation of Federal Employees, Federal District 1, of the International Association of Machinists and Aerospace Workers, AFL-CIO, Federal Local 2052, hereinafter referred to as the Union, representing the Employees in the Unit described below hereafter referred to as the employee or the employees. The two groups are collectively referred to as the Parties.

This agreement is entered into pursuant to the Certificate of Representation, dated September 29, 1983.

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

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

INTRODUCTION

ARTICLE 1 – RECOGNITION AND UNIT DESIGNATION

Section 1 - Recognition

The BDO, whose designated office official is the District Manager, recognizes that the Union is the exclusive representative of all employees in the bargaining unit described in Section 2 below.

Section 2 - Bargaining Unit

The unit to which this agreement is applicable is composed of all professional and non-professional employees of the Boise District, excluding management officials, supervisors and employees described in 5 United States Code (USC) 7112, and employees with one-time temporary appointments of six (6) months or less.

Section 3 - Supervisor Defined

Per 5 USC 7103, “supervisor” means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term “supervisor” includes only those individuals who devote a preponderance of their employment time to exercising such authority.

Section 4 - Bargaining Unit Status Code

When it comes to either party’s attention that a position or an employee may be coded incorrectly on their personnel action form or list of employee/positions, the parties will meet to determine the appropriate action.

ARTICLE 2 – GOVERNING LAWS AND REGULATIONS

Section 1 - Relationship to Laws and Regulations

In the administration of all matters covered by this Agreement, the parties and the employees shall be governed by applicable federal statutes, Executive Orders, and government-wide regulations.

ARTICLE 3 – DURATION OF AGREEMENT

Section 1 - Effective Date and Term

- A. The effective date of this Agreement, amendments and revisions, shall be the date it is signed by the DOI, Office of Human Resources, or thirty (30) calendar days after it is signed by the parties, whichever comes first, unless disapproved in accordance with law. This Agreement shall remain in effect for five (5) years and will be renewed for an additional year on the anniversary date thereafter unless between sixty (60) and 105 calendar days prior to any such date either party gives written notice to the other party of its desire to modify the agreement. The notice must be acknowledged by the other party within ten (10) work days.
- B. After two (2) automatic renewals and without any negotiating or formal union activity (e.g., meetings or negotiations between management officials and union officials), this Agreement shall become null and void on the next anniversary.

Section 2 - Amendments and Revisions

This agreement may be amended and/or supplemented as follows:

- A. At any time by mutual agreement of both parties.
- B. Within a reasonable time after the enactment of any new law or regulation of appropriate authority which affects the provisions of the Agreement. A proposal by either party to negotiate such amendment(s) shall cite the pertinent law or regulation and the affected article(s) of this Agreement. When such a proposal is submitted, representatives of the BDO and the Union shall meet within twenty-one (21) calendar days to negotiate the requested amendment(s) or supplement(s).
- C. In accordance with Article 26 – Impact & Implementation/Mid-Term Bargaining.

LABOR-MANAGEMENT COLLABORATION

ARTICLE 4 – COLLABORATION

Section 1 - Purpose

Any agency and any exclusive representative in any appropriate unit in the agency, through appropriate representative, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. In addition, the agency and the exclusive representative may determine appropriate techniques to assist in any negotiation.

Section 2 - Labor-Management Relations (LMR) Meetings

- A. Union officers and upper Management officials agree to a monthly meeting to discuss personnel policies and practices, and matters affecting working conditions. The time and place of the meeting shall be by mutual agreement. The BDO agrees to designate a representative to record summary minutes of each monthly meeting and shall forward a draft copy of these minutes to the Union President one (1) week prior to the next meeting date. A final signed copy of the monthly meeting shall be forwarded to all attendees.
- B. The union reserves the right to have an additional recording secretary present at the meeting.
- C. Normally, the parties will exchange agendas at least one (1) week prior to the meeting date. If neither party presents an agenda one (1) week prior to the meeting nor are there no open items left from the previous meeting, the meeting may be cancelled. The meeting may be rescheduled by mutual agreement.
- D. The parties agree that the concept of good faith shall be maintained regarding attempts to resolve differences. Therefore, efforts shall be made to resolve issues locally before such matters are taken beyond the facility.
- E. Whenever either party agrees to provide additional information, or an answer to an item discussed at the meeting, it shall be given prompt consideration. Information or answers shall normally be provided within five (5) working days.

Section 3 - Alternate Dispute Resolution (ADR)

- A. The BDO and the Union are committed to the use of ADR problem-solving methods to foster a good labor-management relationship.
- B. The ADR process, such as mediation, may be used at any point during a conflict or grievance and is encouraged to resolve disputed matters. The mediator/facilitator can be selected from any available source agreed upon by all parties. (See Appendix A – Glossary).
- C. Representatives for the parties must have the authority to reach final resolution. If resolution is reached, a written agreement will be signed by the parties.

- D. Grievance deadlines shall be extended during the ADR mediation process. Any meeting or ADR process will extend time limits appropriately to preclude missing deadlines and will be documented.

EMPLOYEE RIGHTS AND RESPONSIBILITIES

ARTICLE 5 – RIGHTS AND RESPONSIBILITIES

Section 1 - General

- A. Each employee may elect to bring matters of personal concern directly to their supervisor or other appropriate officials in informal discussions without Union representation or notification to the Union of such a meeting, or may elect to go through the Union on such matters. Employees will be treated fairly, consistently, and equitably in all personnel matters.
- B. Employees have the right to know the name and title of their supervisor.

Section 2 - Rights to Union Membership

In accordance with 5 USC 7102, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes:

- A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.
- B. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.
- C. Nothing in this agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 3 - Outside Activities

Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the BDO so long as such activities do not conflict with job responsibilities or applicable laws or regulations. No employee will be unlawfully discriminated against by either the BDO or the Union because of lawful political affiliation or labor organization membership.

Section 4 - Counseling

Counseling shall be used constructively to encourage an employee's improvement in areas of conduct and performance. Any counseling with employee(s) will be done so in a private manner unless imminent danger exists or is perceived to exist; even in these situations, any communication will be done in a most professional manner. If a written record of the counseling is made, the written record should be maintained in the supervisor's employee file for one (1) year and then should normally be removed.

Section 5 - Lawsuits

Consistent with law and regulation, the BDO will request from the office of the Solicitor, legal representation for any employee against whom suit is brought in a civil or criminal court based upon activities found to be within the scope of official duties. Upon request, management will inform the employee(s) being sued of current developments regarding the request for representation.

Section 6 - Access to Information

- A. Documents pertaining to conditions of employment, that the BDO is required to observe and operate, will be available to employees.
- B. Employees shall have the right to obtain information about procedural, policy, practice, or other matters pertaining to conditions of employment from persons employed to deal with such matters. Such information may be obtained through email, telephone, or meetings, preferably by appointment.

Section 7 - Right to Union Representation

- A. Employees shall be granted a reasonable amount of official time, consistent with Article 23, Section 7 by their first-level supervisor or acting supervisor in consultation with ISO Human Resources, to meet with union representatives.
- B. Employees shall not lose rights to representation due to temporary assignment away from their duty station (except when performing supervisory duties in a temporary assignment to a supervisory position), scheduled leave, illness, layoff, furlough, suspension, removal, non-pay status or other reason beyond the employee's control.
- C. The filing deadline for any grievance, response to disciplinary action, or other deadline shall be held in abeyance during such time as noted in B, except for removals or for grievances related to that particular suspension.

Section 8 - Lawful Rights of Employees

Each employee may be represented by a representative other than provided by the Union in statutory appeals actions or grievances not covered under the negotiated grievance procedure. In these situations, applicable regulations will be followed. Nothing in the agreement or BDO authority shall abridge any right of employees under law, rule, or agency policy. Within that context:

A. Grievance Procedures:

- 1. Employees have a right to represent themselves under the negotiated grievance procedure. (See Article 24, Section 4 –Union Representation).

2. BDO and employees are reminded that by law, when employees choose to represent themselves under the negotiated grievance procedure, the Union is mandated to be notified and allowed to witness the process.

B. Statutory Procedures:

Employees have a right to be represented by an attorney or other representative in a statutory appeal procedure (e.g., Equal Employment Opportunity Commission (EEOC), Merit Systems Protection Board (MSPB), Fair Labor Relations Authority (FLRA)).

Section 9 - Investigative Interviews

- A. The BDO must notify an employee they have the right to union representation when the supervisor realizes an investigative meeting could lead to disciplinary action.
- B. The employee has a right to a union representative upon request if the employee reasonably believes that the interview may result in disciplinary action being taken against him/her. The employee's request for a union representative may be made before or during the interview (Weingarten Rights). When a representative is requested, the interview will be discontinued for a reasonable amount of time until a union representative is obtained, or the meeting will be rescheduled by management. The employee could also choose to continue without representation. Further, an employee who is not being directly investigated, but simply examined in connection with another employee's examination, also has the full rights as described under the Weingarten Rights.
- C. The employee has a right to know the purpose of the interview and whether they are the subject of the investigation. If known at the time of the interview, the employee will be informed whether the course of action being pursued is administrative or criminal. When a situation warrants administrative action only, or prosecution has been declined in lieu of administrative action, the employee will be informed in writing if requested, that the investigation is strictly administrative and they will be required to respond to the questions being asked. In matters where a course of action is not known at the time of the interview, the employee is obligated to cooperate with the investigator, recognizing their right to protect themselves from self-incrimination at any time during the interview. Making this determination is the employee's responsibility.
- D. Before and during the interview, the employee has a right to ask questions pertaining to their rights, obligations, and consequences.
- E. Upon request, a copy of the statement, interview, or signed affidavit, in any format, will be given to the employee and/or the employee's union representative.
- F. Supervisors, employees, and union representatives will not, except as specifically authorized by law or regulation, disclose any information about an investigation to those who are not materially involved in the investigation. Under no circumstances will employees disclose information about investigations to other employees, even if those employees are involved in the investigation. Privacy must be adhered to during and after an investigation to maintain a

respectful work environment. Any questions regarding confidentiality of information should be referred to ISO Human Resources or to the Union.

ARTICLE 6 – DISCIPLINARY AND ADVERSE ACTION

Section 1 - General

- A. For purposes of this Agreement, disciplinary action shall be defined as reprimands, reductions in grade, suspensions, and removals.
- B. Discipline shall be based on just cause and in accordance with applicable law and regulations.
- C. Counseling sessions conducted by the BDO with employees are not considered discipline.
- D. Adverse actions may only be taken for such cause as to promote the efficiency of the service.
- E. The BDO and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action.
- F. The Union and the BDO agree that the objectives of discipline measures are to prevent the recurrence of misconduct, to correct employee behavior, to maintain morale between other employees, and to apply appropriate penalties.
- G. Disciplinary action will be taken for the sole purpose of correcting employee behavior. When corrective measures can be accomplished through informal actions such as closer supervision, on-the-job training and counseling, formal disciplinary actions such as reprimands, suspensions, and removals should not be used. This does not prevent management from taking any disciplinary action when he/she deems it necessary. The employee can appeal the disciplinary action through appropriate procedures.

Section 2 - Time Limits for Initiating Disciplinary Action

- A. When an employee is found to be subject to disciplinary action, it is agreed that within a reasonable time of the offense, or the supervisor's awareness of the offense, the supervisor will impose an action or serve a notice of proposed action. When the BDO becomes aware of misconduct by an employee, normally the employee will be contacted as soon as possible and instructed to discontinue the misconduct.
- B. The BDO will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.
- C. If the Union or employee has been made aware of an on-going investigation or an inquiry, the affected employee(s) or Union may inquire about the status at any time. The BDO will promptly respond to these inquiries unless it jeopardizes the investigation or inquiry.

Section 3 - Procedures

- A. When the BDO becomes aware of a possible or actual misconduct, the supervisor may at their discretion, conduct an inquiry and/or discuss the matter with the employee(s). Such discussion shall be in private with the employee(s) involved and the employee's representative, if requested by the employee. Before disciplinary action is taken, supervisors and managers are encouraged to investigate the circumstances surrounding the situation. (Refer to Article 23, Section 3).
- B. If such inquiry or discussion involves searches of personal property found on government premises, the employee must allow the search to be done, as per federal law. However, the employee should be given the opportunity to be present during the search, except in the event of a compelling reason, such as law enforcement or other emergency action which necessitates investigation or search of the aforementioned items. If the employee is not available, the items should be secured until such time the employee can be present. Absent any compelling reason the BDO will wait for the employee.
- C. Reprimand
1. A letter of reprimand will be issued directly to an employee and will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take corrective action.
 2. The employee may make a written statement or explanation that will be retained with the reprimand. Reprimands remain in the employee's electronic Official Personnel Folder (eOPF) for two (2) years. However, supervisors may request the reprimand be removed after one (1) year, upon request from the employee, if the purpose of the discipline has been served.
- D. Suspensions of fourteen (14) calendar days or less:
1. Upon receipt of the proposed suspension, the employee will be allowed fourteen (14) calendar days to respond to the charges orally and/or in writing and submit affidavits or other documentary evidence. The proposal letter will outline the process to request an extension to respond.
 2. Within a reasonable time of the employee's response or expiration of the time limits in the preceding paragraph, whichever comes last, the District Manager or designee will issue a written decision in the matter.
 3. A Notification of Personnel Action, Standard Form 50 (SF-50) will be permanently maintained in the eOPF.
- E. Suspensions of more than fourteen (14) calendar days, removals, and other adverse actions:
1. The proposing official shall provide the employee with at least thirty (30) calendar days advance written notice stating the specific reasons for the proposed action. Advance written notice and an opportunity to answer are not required if there is reasonable cause

to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or if the adverse action is a furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, of sudden emergencies requiring immediate curtailment of activities (5 USC Section 7513(b) and 5 CFR 752.404(d)). The proposal letter will outline the process to request an extension to respond.

2. The employee will be allowed twenty-one (21) calendar days to respond to the charges orally and/or in writing, and submit affidavits or other documentary evidence.
 3. Within a reasonable time of the employee's response or expiration of the time limits in the preceding paragraph, whichever comes last, the District Manager or designee will issue a written decision in the matter.
 4. An SF-50 will be permanently maintained in the eOPF.
- F. Extensions for replying to the notice of proposed action or grieving a notice of final decision will be granted for valid reasons such as workload and availability of Union representation, illness and accidents, death in family, jury duty, and furlough due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, of sudden emergencies requiring immediate curtailment of activities, if requested in writing by an employee or designated representative.

Section 4 - Reconsideration

- A. Where the supervisor issues a proposed notice of disciplinary action under the regulatory provisions of this Agreement, it is recognized that the supervisor may, after considering an employee's response, subsequently decide or agree to impose a lesser penalty covered by the provisions of this Article. When this occurs, it is agreed that a final decision will be issued without the necessity of issuing an additional proposed notice.
- B. If the supervisor decides that disciplinary action is not appropriate, the employee will be informed in writing.

Section 5 - Right to Grieve or Appeal

- A. Documentation of counseling is grievable.
- B. Reprimands and suspensions of fourteen (14) calendar days or less are grievable.
- C. Suspensions for more than fourteen (14) calendar days, disciplinary reductions in grade, and removals may be grieved or appealed to MSPB, but not both.
- D. Notifications of proposed actions are not grievable.

Section 6 - Availability of Records

Upon request by the employee, or their designated representative, copies of all documentation used by the BDO in support of the action will be provided.

ARTICLE 7 – DRUG TESTING

Section 1 - Purpose

The BDO and the Union support a zero-tolerance drug-free workplace.

Section 2 - Policy

The BDO agrees to provide a written notice to an employee within fourteen (14) calendar days of either designating a position as sensitive, subject to random drug testing or entry on duty to such a position. This notice will include information on the Drug-Free Workplace Program policies, procedures, and appeal rights. Upon request, the Union will be provided lists of positions which are classified as sensitive and are included in the random drug testing program. Under no circumstances shall the test be used as a punitive measure.

Section 3 - Test Procedures

- A. If the test sample is to be provided off-site, the BDO will provide transportation to the site unless the employee requests other arrangements. Travel to and from the laboratory will be on official time.
- B. The BDO agrees to follow Health and Human Services (HHS) guidelines for performing all test procedures.

Section 4 - Test Results

- A. The employee will have an opportunity to provide medical documentation supporting legitimate usage of a specific drug upon an unconfirmed positive test result.
- B. When an employee is notified of a confirmed positive, the employee shall be notified of their right to Union representation at any meetings with the employee concerning the test result. This right shall extend to meeting with any medical personnel.
- C. An employee who has a confirmed positive test may face severe disciplinary actions up to, and including, dismissal. The BDO will provide the employee with information about, and access to, drug treatment and rehabilitation programs as described under the Department of the Interior, HHS, and Employee Assistance Program (EAP) guidelines. HHS guidelines state that supervisors are required to initiate removal of an employee found to be using drugs illegally from federal service for:
 - 1. Failing to obtain counseling or rehabilitation, or
 - 2. A second verified positive test or a second determination of illegal drug use.
- D. The employee may contact Idaho State Office (ISO) Human Resources to request laboratory test results from HHS.

ARTICLE 8 – EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1 - Program

- A. The BDO and the Union mutually recognize the benefits of an EAP as a valuable resource for everyone. The use of EAP is encouraged by the BDO and the Union. The EAP assessment visit(s) is provided at no cost. The purpose of the assessment is to help an employee accurately identify their problem(s), if any, discuss possible solutions, and clarify additional resources, if necessary. Should an employee choose to pursue any of the recommended resources, the employee will be responsible for the cost of those services as applicable. The employee should check with their health benefits plan as it may cover part or all of these costs.
- B. The EAP is designed to assist employees and their dependent family members with a variety of situations that impact the quality of life or work, such as personal problem solutions, childcare referral, adoption facilitation, eldercare referral, legal consultation, financial consultation, pet service resources, and academic resources.
- C. While participation in the EAP is voluntary, employees are encouraged to identify and manage problems early, before they reach a crisis level.
- D. Confidentiality within the EAP is assured. No release of information will be done without the employees' written consent.
- E. The BDO will publicize the program on an annual basis through memoranda, literature, updates, and contact telephone numbers.
- F. Employees encountering problems with service or satisfaction when dealing with the EAP contractor should report the problem(s) to the ISO Safety Manager or the Human Resources Office.

ARTICLE 9 – EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1 - Policy

The BDO 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, sex (including sexual harassment), sexual orientation, national origin, age (40 years of age and over), or disabling condition.

Section 2 - EEO Program

- A. The Agency's EEO program shall be designed to promote equal employment opportunity in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations.
- B. The BDO agrees to make available to the Union and employees, annually, a description of the EEO complaint process, and a list of current Idaho EEO Counselors.
- C. Employees believing that they have an EEO complaint may process their complaint through the departmental EEO complaint process or the negotiated grievance procedure (Article 24), but not both. During this time, the employee may ask to be represented by the Union or to have a Union representative present. Employees will have a reasonable amount of official time to discuss the pre-complaint counseling issues with the designated EEO Counselor.
- D. Upon request of an employee, a Union official may advise an employee who is using the EEO complaint process. In this case, it is understood that the Union official is not acting in the capacity of an EEO Counselor.
- E. Vacancies for any of the BDO collateral duty EEO assignments will be filled through a BDO interest announcement.

Section 3 - Procedures

In accordance with the EEOC regulation, Title 29 CFR Part 1614, the following procedures apply:

- A. Any employee or applicant for employment who believes that they have been discriminated against based on their race, color, religion, national origin, sex, age, mental or physical disability, sexual orientation, genetic information, marital status, parental status, or reprisal for having participated in protected EEO activity must contact an EEO Counselor and initiate informal counseling prior to filing a formal complaint of discrimination.
- B. An aggrieved person must initiate contact with an EEO Counselor within forty-five (45) days of the date of the matter alleged to be discriminatory or, in the case of a personnel action, within forty-five (45) days of the effective date of the action.

- C. Once informal counseling is initiated, the EEO Counselor has thirty (30) days to conduct an informal inquiry into the matter and attempt resolution. The thirty (30) day counseling period may be extended for an additional sixty (60) days if: 1) where the individual agrees to such extension in writing; or 2) where the aggrieved person chooses to participate in an ADR procedure.

Section 4 - Reasonable Accommodations for Employees with Disabilities

In accordance with the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act Amendment Act of 2008; 29 CFR, Part 1630; 29 CFR, Part 1614.203(b); and the Genetic Information Non-discrimination Act of 2008, the Agency will provide reasonable accommodation for the known physical and intellectual limitations of qualified employees and applicants with a disability unless the accommodation imposes an undue hardship on the Agency. The employee may ask to be represented by the Union or to have a union representative present as part of the reasonable accommodation process.

ARTICLE 10 – EMPLOYEE ORIENTATION

Section 1 - Purpose

The BDO agrees to inform each new and returning employee of their bargaining unit status and that the Union is the exclusive representative of employees. The BDO further agrees that it will provide a copy of this contract for each new employee as part of their orientation program while the Union will provide a list of its current officers and representatives.

Section 2 - Orientation Process

Each new employee will receive employee orientation. The orientation checklist will contain a line item that recommends new employees meet with the Union within thirty (30) days. Employees attending the annual fire and aviation orientation are exempt from completing the checklist. Rosters of attendees will be taken and attached to an orientation checklist for the group. Fair Labor Standards Act (FLSA) provisions regarding overtime status and classification will be discussed during new employee orientation.

Section 3 - Official Time

The Union will be allowed one (1) hour of official time for a representative to orient new employees, or group of employees, as to the scope and function of the Union within the BDO.

Section 4 - Bargaining Unit Lists

ISO Human Resources will notify the Union of new bargaining unit employees, including the employee's name, assigned organization, and effective date of hire.

ARTICLE 11 – EMPLOYEE PERFORMANCE MANAGEMENT SYSTEM

Section 1 - Purpose

The BDO and the Union recognize the right and obligation of the BDO to evaluate the performance of all employees in accordance with Chapter 43 of Title 5 USC, 5 CFR 430, 370 DM 430, and this Agreement.

Section 2 - Employee Performance Appraisal Plans (EPAP)

- A. The identification of critical elements and the establishment of performance standards will be a joint planning and communication process between the employee and the rating supervisor. It is the rating supervisor's responsibility to ensure that critical elements and performance standards are developed and communicated in writing to the employee annually or within thirty (30) calendar days after a change of position. The critical elements and performance standards shall be documented on the appropriate form and signed by the employee and rating supervisor. Further amendments may be made during the rating year, and these amendments will be noted with the employee and rating supervisor initials. The signature or initials of the employee only indicates receipt of the EPAP, not agreement with it.
- B. Supervisors are encouraged to make critical elements specific to the employee and position. The critical elements must be consistent with the position description, permit the accurate evaluation of job performance, and be applied fairly and equitably. Management reserves the right to develop the final language for the EPAP. Critical elements may not include performance expectations otherwise considered to be illegal, immoral or unethical, or in direct contrast to federal regulations. In addition, the EPAP plan should be signed and dated by November 30th of each year.

Section 3 - Performance Reviews

- A. The rating official will be a supervisory official, ordinarily the employee's immediate supervisor. The rating official should normally consider information provided by others who have more direct knowledge of the employee's performance. Performance ratings must make allowances for work-related factors beyond the employee's control.
- B. Union officials who are granted official time for representational activities under Article 23, Section 7 – Official Time, will not be penalized in their performance appraisals for such use of official time. Their performance of duties shall be evaluated against assigned elements and performance standards for the time they were available to perform their duties. The use of official time, in accordance with this Agreement, shall not influence an employee's performance evaluation in any way.
- C. Supervisors have the responsibility to realize that any task not completed or not properly completed due to lack of adequate funding or personnel does not reflect an inadequacy on either the supervisor or the personnel performing the task.

Section 4 - Performance Appraisal Process

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

- A. The rating supervisor will discuss and document in writing the employee's job performance with the employee, in private surroundings, at least once per year during each appraisal period at approximately mid-way through the rating cycle. All dates placed on the EPAP shall be truthful and accurate. Any written feedback or recommended training, as well as the employee's response to such feedback or recommendations, can be noted on a separate sheet and attached to the EPAP. The signature of the employee only indicates receipt of the EPAP, not agreement with it.
- B. If a position change occurs during the appraisal period, this action will be documented on the appraisal form. This may take the form of an EPAP closeout of an existing EPAP, issue of a new EPAP based on different critical elements, or documentation of mid-year progress review as discussed in 4(A) above.
- C. Managers and supervisors should normally develop a Minimally Successful standard if it is determined that an employee has not achieved Fully Successful performance at any point during the rating period. This may include a specific standard in the EPAP itself or a narrative Letter of Expectations attached and made part of the performance standard which must indicate the following information:
 1. The employee is on notice that his/her performance is less than Fully Successful
 2. The employee's performance is Minimally Successful and what constitutes the Minimally Successful performance (written in a forward, not backward manner), such as "your performance is Minimally Successful which means that you have completed certain work products 50% of the time"
 3. The employee must continue at this level in order to avoid falling to the Unsatisfactory level; and
 4. The expectation is that the employee will get back to the Fully Successful level of performance.
- D. The rating of record will be documented on the appropriate form and include, to the extent feasible, the backup information for the record. Closeout summary narratives will be written for each critical element on the EPAP form where the rating is Exceptional, Minimally Successful, or Unsatisfactory. If an employee does not have an opportunity to perform a critical element during the rating period, no rating will be assigned for the critical element during the rating period, no rating will be assigned for the critical element and the words "Not Rated" should be written on the EPAP. The EPAP rating for each critical element should be based on the critical element as a whole, not upon performance of each and every component. The rating period will normally correspond with the fiscal year (October 1st to September 30th).

Section 5 - Within-Grade Increase (WGI)

- A. Advancement to the next higher step of the employee's grade shall be earned when the employee has:
1. Met the waiting period requirements.
 2. Not received an equivalent increase during the waiting period.
 3. Has a current summary rating of Fully Successful.
- B. Before withholding a WGI, the employee must be advised in writing that their performance must be improved and the employee must be given a reasonable opportunity (minimum of thirty (30) calendar days) to raise the summary rating to the Fully Successful level. The written notification will advise the employee of those aspects of performance in which the employee must improve and what the employee must do to be granted the WGI. If the employee's performance does not improve during this period, the employee shall be notified in writing of the reasons for withholding the WGI. The written notification will inform the employee that they can request reconsideration of the negative determination, and that the matter is not grievable concurrently with any reconsideration.
- C. An employee may request reconsideration of a negative determination by filing, not more than fifteen (15) calendar days after receiving notice of determination, a written response to the negative determination setting forth the reason. The BDO shall reconsider the determination.

Section 6 - Career-Ladder Promotion

- A. Competitive procedures are not applicable for career promotions when competition was documented at an earlier stage. Except as provided below, employees within a career ladder will be promoted to the full performance level as soon as they have met the time-in-grade requirements and have met the Fully Successful requirements of current and the next higher grade in the areas they have been provided an opportunity to perform. If a supervisor's review leads to the conclusion the employee's work does not warrant a promotion or that other circumstances exist that may delay a promotion, the supervisor will provide a notice to the employee in writing sixty (60) calendar days before the employee is eligible for the promotion. The written notice will explain where the employee's performance is lacking and give advice as to what the employee must do to qualify for the promotion. If delays are for reasons other than performance, they will be explained in the advance notice.
- B. However, if the decision not to promote was based on performance, the employee will then be given sixty (60) calendar days to improve to a level warranting promotion. If at the end of sixty (60) calendar days, performance has improved to an acceptable level, the employee will be promoted to the higher grade. If the BDO fails to timely submit documentation to promote an employee, the employee must initiate a timely appeal or grievance.

Section 7 - Performance Awards

The guidelines for rewarding employees based on performance will be followed as stated in the Performance Appraisal Handbook (370 DM 430). Management will make every effort to be fair, equitable and consistent in the distribution of performance based awards as limited to the BDO budget availability. This includes awards such as non-monetary, time-off, cash or a Quality Step Increase.

ARTICLE 12 – ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1 - Regulations

In accordance with the appraisal system required by 5 USC 4302, an employee may be reduced in grade or removed for unacceptable performance under 5 USC 4303, 5 CFR Part 432 (See Appendix B – References), Departmental and Bureau regulations, and this Agreement.

Section 2 - Performance Improvement Plan (PIP)

- A. Before initiating an action to remove or downgrade an employee, the employee will be placed on a PIP. A PIP is a formal means for developing a written strategy to assist an employee in improving deficient performance to a satisfactory level. The PIP will be imposed by either the first or second-level supervisor and will contain the following information:
1. Notice of unacceptable performance which gives in detail the specific critical results and related performance standards where the employee has not met requirements.
 2. The notice must inform the employee of what is required to improve their performance to an acceptable level.
 3. The action the employee's first and/or second-level supervisor should take to help the employee improve their performance may include: on-the-job training, counseling by the supervisor other counseling, formal training, developmental assignments to gain appropriate experience, etc.
 4. The period of time which will be given to improve performance is at least 30 calendar days. The amount of time necessary to provide a reasonable opportunity for improving will depend on the circumstances in each case.
 5. It is recognized by the Union and the BDO, the employee may be under abnormal stress due to the PIP process; therefore, the Union may assist the employee in understanding and clarifying information presented by the BDO. Therefore, the notice will contain a statement that the employee has the right to request union representation during any discussion(s) with employee regarding his or her "unsatisfactory" performance rating.
- B. Throughout the entire PIP process, there should be constant communication between the employee and the supervisor who issued the PIP.
- C. Normally within fourteen (14) calendar days after the end of the performance improvement period, the employee shall be notified in writing by their supervisor who issued the PIP whether their performance has improved to an acceptable level. If the determination is that the employee's performance is unacceptable, the BDO may reassign the employee upon

written notice that includes a statement of grievance rights or, as set forth below, propose to remove or demote the employee.

Section 3 - Notice of Proposed Action

An employee, whose reduction in grade or removal is proposed, is entitled to at least thirty (30) calendar days advance written notice from the first or second-level supervisor that informs the employee of:

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

Section 4 - Decision

At the end of the notice period, a decision will be made to reduce in grade, remove, or retain the employee. It will be made by the next level supervisor who is higher than the proposing official. The decision letter to reduce in grade or remove an employee will specify the instances of unacceptable performance on which the removal or reduction in grade is based. It shall also inform the employee of the option to appeal the action to the MSPB, with the procedures necessary to file or grieve the action through the negotiated grievance procedure established in Article 24, but not both.

ARTICLE 13 – FIRE PERSONNEL

Section 1 - Work Schedules

- A. Assignment of Work: Management has the right to assign work. This includes the right to assign work schedules. The BDO will make every effort possible to schedule fire personnel, the majority of time, on a day shift to help ensure that employees have quality time with their family/friends.
- B. Fire Response Capability: Fire crews provide fire response capability seven (7) days a week during a fire season. This may be achieved by varied staffing schedules and with varied or staggered start times. Fire crews are typically assigned to work schedules other than Monday through Friday, with two (2) consecutive days off. In periods of frequent fires, high fire danger, or other circumstances, employees are required to work overtime, including their normal days off.
- C. Assignment to shifts outside the hours of 6:00 a.m. to 6:00 p.m.: Employees approved to work a regularly scheduled shift outside 6:00 a.m. to 6:00 p.m. are entitled to night differential pay.
- D. Employment as a firefighter will not preclude an employee from requesting an Alternate Work Schedule (AWS) as described in Article 14, Section 3. However, during the fire season, all fire personnel may be assigned a standard work schedule.
- E. For on-District assignments, tour of duty will normally not be spot changed.
- F. When an employee returns to their official duty station following a fire incident where their work schedule had been spot changed, an employee will assume their regularly established tour of duty on the day following return from the incident.
- G. Employees shall have a minimum of one (1) week notice before being laid off, except where budgetary constraints or weather requires less notice. Only in cases beyond the employer's reasonable control, shall the employee have less than two (2) days' notice. The employee should receive advance notice if lay-off may be imminent.

Section 2 - Rest

When crews are reasonably close to a BLM station or commercial housing and the incident commander feels that there is not an imminent threat to public or firefighter safety during the rest period, the incident commander will consider sending them to that location for rest. Their rest time or off-duty time does not start until they reach that location.

Section 3 - Work Shift Length

- A. Off-shift (unpaid) time is not to be included as work time and does not count toward the shift length.

- B. The appropriate agency administrator, incident commander, or other individual with expressly delegated authority (e.g., duty officer or fire management officer) may pre-approve work shifts exceeding sixteen (16) hours and/or exceeding a 2-to-1 work-to-rest ratio. Appropriate documentation is required and care should be taken to ensure employees are not too fatigued to safely perform the assignment.

Section 4 - Required Rest During Normal Tour of Duty

- A. If an employee's rest time is during their normal work schedule, the employee will be paid for that period. Rest time would be charged to administrative leave. Employees are reminded that this administrative leave must be requested and approved in advance. Employees assigned to fire are not to be released back to their regular jobs until any required rest has occurred.
- B. Effort will be made to ensure that rest time will occur at approximately the same time of day during a prolonged fire assignment. As a result of this, every effort will be made to ensure employees are assigned to the same shift during a prolonged fire assignment.

Section 5 - Representation

Temporary assignment of any employee to a fire incident does not remove their position from the bargaining unit, nor does it do away with the employee's right to Union representation.

Section 6 - Grievances

If a grievance should arise while an employee is on temporary assignment at a fire incident, the employee will first attempt to resolve the issue by bringing it to the attention of the Incident Commander or other appropriate official. If the matter is not resolved to the satisfaction of the employee, they may file a grievance in accordance with Article 24, of this Agreement. The filing deadline for this grievance will be held in abeyance during such time if an employee has less than seven (7) calendar days between fire incident assignments.

Section 7 - Days Off

Direction for maximum consecutive days worked on the home unit and for days off for off-unit assignments will follow the guidance in the current Interagency Standards for Fire and Fire Aviation Operations (i.e., the Red Book). If the employee is required to take days off and these do not fall on their regularly scheduled days off, these days off will be paid. If these days fall on an employee's regular day off, they will not be paid.

Section 8 - Base Facility

- A. A base facility is the building an employee is assigned to work from (e.g., District Office, guard station, lookout). Employees shall not be required to remain at their base facility during hours for which they are not paid.
- B. Employees may have their privately owned vehicles at their base facility.

- C. Since employees are not required to stay at their base facility during hours for which they are not paid, employees cannot be forced to live at a base facility. If an employee does not live at a base facility, that employee does not have to pay quarters charges.

Section 9 - Mobilization

If crew members of a unit being mobilized are on their day(s) off, a reasonable attempt will be made to contact them in order to allow them to accompany the unit.

Section 10 - Labor-Management Relations (LMR)

If requested by the Union, and needed to address fire & aviation related issues, a representative from the fire organization will make every effort possible to attend and participate in the scheduled LMR meeting.

Section 11 - Requests to Reopen and Amend

It is understood by both parties that the guidance which is currently in effect relating to this Article will most likely change. It is therefore agreed that if either party requests to reopen and amend this Article the other party will agree to do so.

Section 12 - Fire Supervisor's Bargaining Unit Designation

Fire supervisors who are normally designated non-bargaining unit employees will be considered bargaining unit employees during periods of the year when they are not assigned to supervise employees.

ARTICLE 14 – HOURS OF WORK

Section 1 - Tour of Duty

- A. The basic work week for non-fire and non-law enforcement employees shall consist of:
1. Monday through Friday from 6:00 a.m. to 6:00 p.m. with a lunch, normally between 11:00 a.m. and 1:00 p.m., of no more than one (1) hour and no less than thirty (30) minutes per day. The lunch period may be waived for employees working less than full shift, six (6) hours or less.
 2. One (1) work break will be allowed and encouraged for each four (4) hours worked, which will not exceed fifteen (15) minutes. This does not preclude those engaged in heavy physical activity from taking recovery breaks, nor does it preclude pausing to evaluate the safety and efficiency of the work in progress. Employees may use appropriate commercial establishments for breaks if the break is taken while in route to or from the official destination. Breaks will not be accumulated for any purposes.

Section 2 - Overtime/Compensatory Time

- A. Overtime shall be requested and authorized per BLM Manual 1400-550 and other appropriate regulations. Employees shall be compensated for any partial hour worked in increments of one-quarter hour (15 minutes). The first consideration for overtime will ordinarily be given to those employees who are normally assigned to do the work. In the event the employee does not desire to work overtime, the BDO will attempt to accommodate that request. The Union may request from the BDO, a list of overtime distribution for employees. Overtime work will be assigned fairly, consistently, and equitably to all qualified employees. If an employee expresses willingness to work on fire assignments, which normally includes overtime, the supervisor shall attempt to accommodate the employee.
- B. Employees must have prior supervisory approval to earn overtime or compensatory time for any hours outside their basic work week (based on their approved work schedule) or above eighty (80) hours in a pay period.
- C. If on-call duty is needed, the BDO will first ask for qualified volunteers.
1. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
 - a. The employee is allowed to leave a telephone number or to carry an electronic device (e.g., pager or cell phone) for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
 - b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

2. The BDO has the authority to assign an employee to Ordered Scheduled Standby Duty, where an employee is paid, unless eating or sleeping, according to BLM Manual 1400-610(14)(B).
 3. Each employee has the right to volunteer for on-call duty freely and without coercion.
- D. Employees called in to work outside of the time connected to their basic work week shall be paid a minimum of two (2) hours overtime pay, whether assigned to be on-call or not.
- E. When a non-exempt employee has been authorized to work overtime for compensation, they may request overtime pay or compensatory time in lieu of overtime. .
- F. The BDO will not adjust an employee's work schedule for the purpose of avoiding overtime, other premiums, or extra compensations except as allowed by 5 CFR 610.121.
- G. Standby:
1. In accordance with the Comptroller General rulings and 5 CFR 551, Subpart D, an employee is considered on duty and time spent on standby duty shall be considered hours of work when:
 - a. The employee is restricted to agency facilities or worksite or so close that the employee is considered on duty and time effectively for his or her own purposes; or
 - b. The employee is restricted to his or her living quarters and the employee is required to remain in a state of readiness to perform work.
 2. Employees who are involuntarily placed on standby, regardless of the methods management uses to restrict use of personal time and to maintain their readiness for work (e.g., pagers, cell phones), will be compensated in accordance with applicable federal pay regulations. Employees who voluntarily restrict their activities and/or use electronic communication devices to be available for duty after work hours are not on standby. The parties may further negotiate matters concerning scheduling, rotation, and hardships.

Section 3 - Alternate Work Schedule (AWS)

The parties agree that AWS, which are flexible and compressed work schedules, will be used according to the guidelines and approved schedules below, for the purpose of improved productivity and greater service to the public, according to 5 USC 6120-6133. In addition, the AWS must be administered fairly and equitably to all employees.

A. Guidelines

1. Recognizing that all offices and field operations must be adequately staffed, all employees have the right to apply for any approved AWS. The BDO will not deny an employee the opportunity to participate in an alternative work schedule without adequate justification, and will present the justification to the employee in writing upon request.

2. The BDO may be required to limit work to eight (8) hours or to change work schedules when weather, workload, public needs, other emergency conditions warrant the change, or while on a fire assignment. Employees on Flexible Work Schedules will also revert to a basic eight (8) hour schedule when on official travel and multi-day training. The BDO may make short-term changes of no more than one (1) pay period in AWS. The changes will be administered fairly and equitable in the work unit affected. Every effort will be made to plan work to minimize disruption to an employee's work schedule on emergency changes. Non-emergency changes shall not begin until the next pay period after the notification.
3. Employees approved to use Compressed Work Schedules (i.e., 5-4/9 or 4/10 shifts) will, based on supervisor approval, schedule their hours of work, including their "off" day and their "short" day, utilizing Form 1400-72. Subject to work demands, the supervisor may change the scheduled "off" day during a future pay period.
4. The BDO may, in some situations, require an employee to convert to a basic work schedule to curb abuses. The BDO will provide the employee the reasons for the schedule change at least one pay period before the change would be implemented. The Union will be notified if such a decision is necessary. Such decisions are grievable.
5. Credit Hours
 - a. Credit hours can be earned only by employees on flexible AWS (i.e., gliding, variable day, variable week, and maxiflex).
 - b. Credit hours are hours of work performed at the employee's option. Employees cannot be forced to work credit hours.
 - c. If an employee wishes to earn credit hours, the employee should normally discuss with their supervisor the work to be performed while earning credit hours.
 - d. Credit hours may be earned and used within the same bi-weekly pay period, but can only be used after they are earned.
 - e. Credit hours may only be earned by employees between 6:00 a.m. and 6:00 p.m. on their scheduled work week (excluding holidays).
 - f. An employee can use credit hours with prior supervisory approval. Employees cannot be forced to use credit hours.
 - g. Credit hours when used are considered hours paid.
 - h. There is no limit on the number of credit hours an employee may accumulate during a bi-weekly pay period. The maximum of twenty-four (24) hours may be used as a credit hour carryover from one bi-weekly pay period to a subsequent bi-weekly pay period by full-time employees. Part-time employees are prorated for credit hour carryover.

B. Allowable Alternative Work Schedules

1. Flexible Schedules

Flexible Schedules listed in this Article are to be administered for maximum efficiency and flexibility in concert with the BLM Mission, management's right to assign work and work schedules, budget limitations, and fairness and equity to employees. Employees on flexible work schedules must coordinate with their supervisor regarding their work schedule to ensure priority workloads are met and, due to safety considerations, must notify their supervisor when they do not plan to be in the office due to flex time.

- a. **Gliding:** The employee has a basic work requirement of eight (8) hours per day and forty (40) hours per week. Arrival and departure times may vary between 6:00 a.m. and 6:00 p.m.
- b. **Variable Day:** Employee may vary the length of the workday daily. Employee must work ten (10) days per bi-weekly pay period. Employee must work at least forty (40) hours per workweek and eighty (80) hours per bi-weekly pay period. Employee must account for core time (9:30 a.m. to 11:00 a.m. and 1:00 p.m. to 2:30 p.m.) on each workday.
- c. **Variable Week:** Employee may vary the length of the work week as well as the workday daily. Employees must work ten (10) days per bi-weekly pay period. Employee must account for core time (9:30 a.m. to 11:00 a.m. and 1:00 p.m. to 2:30 p.m.) on each workday.
- d. **Maxiflex:** Employee may vary length of the work week as well as the workday daily. Employee may vary the number of hours per day and the number of days per week. Employee must work at least eighty (80) hours per bi-weekly pay period. Employee must account for core time on three (3) workdays per week. Core time for maxiflex are 9:30 a.m. to 11:00 a.m. and 1:00 p.m. to 2:30 p.m., with up to one (1) hour for lunch. Core days are normally Tuesday through Thursday, unless agreed upon otherwise with the supervisor. For part-time employees, core time and core days would be agreed upon with the supervisor. By definition, maxiflex is designed for an employee to work five (5) consecutive days, with two (2) consecutive days off in a given work week. The work week by definition is between the hours of 6:00 a.m. to 6:00 p.m., with core hours stated based on the five (5) consecutive days. Student employees may have a schedule without two (2) consecutive days off if needed to accommodate their school schedule. Two examples (not all-inclusive) of the intent of maxiflex follows:

Example #1

<u>Time Band</u>	<u>Days</u>	<u>Core Hours</u>	<u>Days Off</u>
6:00 a.m. – 6:00 p.m.	Mon-Fri	Tues – Thurs	Sat – Sun
		9:30 – 11:00 a.m.	
		1:00 – 2:30 p.m.	

Example #2

<u>Time Band</u>	<u>Days</u>	<u>Core Hours</u>	<u>Days Off</u>
6:00 a.m. – 6:00 p.m.	Wed – Sun	Fri – Sun	Mon – Tues
		9:30 – 11:00 a.m.	
		1:00 – 2:30 p.m.	

- e. First Forty: Under this schedule, the first forty (40) hours of work performed within a period of not more than six (6) days of the administrative workweek may be established as the basic workweek. The use of this indefinite workweek tour of duty should be reserved for non-emergency situations when working hours are determined by irregular and often unpredictable needs for service. Approval must be obtained from the appropriate officials when it is impractical to prescribe a regular schedule of definite hours for each workday without handicapping a project or increasing costs. All work performed under this schedule is considered regularly scheduled work for hours of duty and premium pay purposes.
- f. In general, employees and management should use the maxiflex or other flexible and compressed work schedules as preferred alternatives for AWS schedules as compared to use of the First Forty option.
2. Compressed Work Schedules:
- a. 4/10: Employee works four (4), ten (10) hour days per week. Employee schedules hours of work and day off with supervisor.
- b. 5-4/9: Employee works eight (8), nine (9) hour days with one (1), eight (8) hour day. Employee schedules hours of work, short day, and day off with supervisor's approval.

Section 4 - Absences Due to Emergencies of Other Unexpected Situations

In emergency or other unexpected situations, employees should make every effort to notify their supervisor of any absence or tardiness. In these situations, supervisors can exercise discretion in disciplining employees for absences or tardiness. Absences will be charged to the appropriate leave category.

Section 5 - Leave Restrictions

Prior to an employee being placed on leave restriction, supervisors are encouraged to provide verbal counseling on at least two (2) separate occasions. The leave restriction will be reviewed at least once every three (3) months. If no leave abuse is found to be occurring, the leave restriction will be lifted at that review.

Section 6 - Leave for Hazardous Travel Conditions

When road conditions are hazardous and will affect an employee's commute, a liberal leave policy will be in effect per direction from the ISO. Excused absences due to adverse weather conditions will only be granted at the discretion of management to provide for employee safety.

Section 7 - Visits to ISO Human Resources and EEO

- A. Employees shall be granted a reasonable amount of time by their supervisor in consultation with ISO Human Resources to visit or consult with a member of the Human Resources (HR) staff in the ISO. Employees requesting approval to visit the HR office should have an appointment with the person they wish to visit and supervisory approval prior to leaving their work area.
- B. Employees shall be granted a reasonable amount of time by their supervisor in consultation with ISO HR to visit or consult with an EEO counselor or with the EEO Manager. Employees requesting approval to visit with an EEO Representative should have an appointment with the person they wish to visit and supervisory approval prior to leaving their work area.

Section 8 - Working Off the Clock

Employees may not perform their duties or represent BLM in their official capacity while working "off the clock."

ARTICLE 15 – CHILDREN AND INFANTS IN THE WORKPLACE

Section 1 – Policy

The parties agree that the workplace is for conducting official business and to promote the efficiency of the service. These intended purposes may be compromised by employees bringing children or infants into the workplace. The parties agree that the expectation is that parents have responsibility for ensuring day care arrangements while they are at work and that the work place is not a substitute for day care. The parties agree that having children and infants in the workplace under the limited circumstances outlined in Section 2 is a privilege, not an entitlement, subject to approval of the supervisor. Therefore, except under limited circumstances as described in Section 2, children and infants are not permitted in the workplace.

Section 2 – Limited Exceptions

Subject to the express approval of the supervisor, employees may be authorized to bring children into the workplace:

- A. For special employer-sponsored events such as “Bring Your Child to Work Day”, or other events where families are invited or encouraged to participate. For these special events, it is the responsibility of the caregiver to ensure that children conduct themselves appropriately and that no child is left unaccompanied while in the workplace. The BLM computers and other equipment are government property, intended for use only by employees in the course and scope of assigned duties.
- B. If management has determined that the employee’s presence at the workplace is required for a business need (for example, to complete a time-sensitive assignment) and the employee is unable to obtain child care for the time frame specified by the supervisor (generally a matter of hours, not days) in requiring the employee’s presence at the workplace. The request for the employee’s presence should be documented in writing and is subject to Section 4.
- C. If the employee has experienced an unanticipated short-term emergency. The request to bring a child into the workplace under these extremely unusual circumstances should be made directly to the employee’s supervisor (or his/her designee). Approval must be granted prior to bringing the child to the workplace and is subject to Section 4.
- D. In all excepted circumstances, the parent who is bringing the child into the workplace is the responsible caretaker for the child and such duties may not be delegated to a co-worker. On breaks, lunch, or otherwise on their own time, co-workers may interact with the child; however, the parent must keep the child in close proximity at all times. Co-worker interaction may not occur during duty time so as to avoid distracting the co-worker or parent from doing their work.

Section 3 – Additional Flexibilities

Employees may be given an opportunity to explore job flexibilities (i.e., temporary detail, telework, job share, part-time, etc.). Should an employee later wish to convert back to a full-time schedule, from part-time or job share, management will give consideration to the request.

Section 4 – Non-Assumption of Risk

BLM does not assume liability for accidental injury of children in the workplace. Employees must take full and complete responsibility for the health, safety, and security of the child. Employees waive all claims to BLM liability. Employee is fully responsible for damage and destruction to BLM property and any security breaches resulting from a child's presence in the workplace.

ARTICLE 16 – MERIT PROMOTION, DETAILS, FILLING OF VACANCIES

Section 1 - General

- A. It is agreed that the BDO will use the skills and abilities of employees to the maximum extent possible consistent with mission requirements, merit principles, and laws and regulations. All actions under this article shall be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, sexual orientations, national origin, age, or non-disqualifying disabling conditions as required by law.
- B. Merit promotion procedures will be in compliance with 5 CFR 335, the DOI Merit Promotion and Internal Placement Plan, and all other government-wide regulations in effect at the time of placement action.

Section 2 - Vacancy Announcements

Information on jobs advertised for open competition will be available to employees through postings on USAJobs to interested applicants. The BDO will email all BDO vacancy announcements to employees once the announcement opens on USAJobs.

Section 3 - Career Opportunities

- A. When deemed appropriate, the BDO will advertise positions at grades below their full-performance grade level to enhance career opportunities. Additionally, where practicable, the BDO will use interest announcements for detail assignments.
- B. All vacancies should be evaluated to determine if they are suitable to be filled as upward mobility positions, or suitable to be filled at less than full performance level positions. Factors such as full-performance level, immediate job assignments and production needs, stabilization/creation of career ladders and BDO's ability to meet mission objectives should be taken into consideration. The BDO recognizes the benefit of promoting from within.

Section 4 - Information

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

Section 5 - Accretion of Duties

If a position is classified at a higher grade as a result of accretion of duties, the BDO will submit the paperwork for the employee to be non-competitively promoted within thirty (30) calendar days subject to Article 18, Section 5.

Section 6 - Details and Temporary Assignments

- A. In the interest of effective employee utilization, details to positions or work assignments will be based on a bona fide need and will be consistent with applicable regulations and merit system principles. Details and temporary assignments may be used to meet emergencies or situations occasioned by abnormal workloads, changes in mission or organization, cross-training to expand employee capability and improve skill mix, absences of personnel, or to cover vacancies prior to permanent placement actions.
- B. When an employee is detailed from their position of record to another position without a temporary promotion, and the detail lasts more than thirty (30) calendar days, the detail will be documented on an SF-50 and placed in the employee's eOPF. The detailed position may be at the same or higher grade level as the employee's position of record. Experience gained in details will be credited in qualification considerations when the employee applies for positions with the BDO if the employee documents the detail on their resume.
- C. If an employee is temporarily assigned to a higher graded position, initially expected to continue longer than thirty (30) calendar days, they should be temporarily promoted into that position at the beginning of the assignment, and receive comparable pay, provided that they have not exceeded the 120-day limit on non-competitive temporary promotions within the last fifty-two (52) weeks and provided that they meet the qualification requirements for the higher-graded position.
- D. When an employee is temporarily assigned to a higher-grade position that is initially expected to last for fewer than thirty (30) consecutive calendar days but then exceeds thirty (30) calendar days, the employee shall be temporarily promoted into and receive the rate of pay of that position commencing on the thirty-first day, provided that they have not exceeded the 120-day limit on non-competitive temporary promotions within the last fifty-two (52) weeks and provided that they meet the qualification requirements for the higher graded position.
- E. If the BDO is unable to honor an employee request for a detail assignment, the BDO will make every effort to consider the employee for future opportunities. Upon written request by the employee, the BDO will furnish a written explanation of why the detail was denied.

Section 7 - Lateral Reassignment Opportunities

The BDO will notify District employees of opportunities for lateral reassignment within the District and shall use interested District employees when appropriate.

ARTICLE 17 – PEER-TO-PEER RECOGNITION

Section 1 - General

- A. Should a peer-to-peer recognition program be developed, a supervisor receiving a recommendation for a peer-to-peer award for one of their employees, will notify the person(s) making the recommendation within a reasonable amount of time whether they will or will not pursue their recommendation.
- B. All written and verbal communication concerning awards shall be handled and considered as private matters between the recommending person(s), the supervisor, and any awards personnel.
- C. Employees and supervisors can contact the ISO, HR Office for any information regarding the Awards Program.

ARTICLE 18 – POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

Section 1 - Policy

Each employee shall have a position description which is accurate as to title, series, and grade, and which clearly states major duties that are reflected in performance elements. A position description is deemed to be accurate when the principle duties, knowledge requirements, and supervisor relationships are described and it covers eighty (80) percent or more of the work situation. All major duties must be covered in the eighty (80) percent or more of the work situation. The term “major” means a task that is grade or series controlling. The position description shall be reviewed annually by the employee and supervisor.

Section 2 - Position Description Review

- A. An employee who believes their position description no longer accurately states their major duties and responsibilities may draft a proposed new position description or amendments to the current position description, and present it to their supervisor. As an alternative, the employee may submit a written request for review including a summary of the points to be reviewed. The position is then to be reviewed by the supervisor and the findings presented to the employee within thirty (30) calendar days of the employee’s request for review or rewrite. In conducting such reviews or rewrites, the reviewer will consider the employee’s written and oral comments. The employee may have union representation during any discussions related to the review. If the supervisor agrees with the changes, the supervisor shall forward a revised position description to the ISO, which then is forwarded to the National Operations Center (NOC) for classification. If the employee is not satisfied with the results of the supervisor’s review, or if the supervisor fails to provide a response, the employee may grieve in accordance with Article 24.
- B. When an employee has been assigned recurring duties of such a nature that they may affect grade determination or qualification for future promotional consideration, that employee should notify their supervisor.

Section 3 - Position Description Changes by BDO

Whenever management proposes to modify the position description of any employee in the unit, that employee will be given the opportunity to review and discuss the proposed change. The employee may have union representation during any discussions related to the review.

Section 4 - Classification Appeals

- A. Any employee who does not agree with the NOC classification decision will follow the established appeal process (5 CFR 511, BLM Manual 1400-511, DM 370, DM 511). (See Appendix B – Other Laws and Regulations). Upon completion of the classification decision, the findings shall be discussed with the employee and a union representative, if the employee so desires.

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- B. Wage grade employees may appeal a classification decision at any time through the Agency Wage Grade appeal procedure and then to the Office of Personnel Management (OPM).
 - C. General schedule employees may appeal a classification decision at any time to the Agency or DOI (but not to both) first, and then to OPM if dissatisfied, or may go directly to OPM.

Section 5 - Non-Competitive Promotions

When the NOC has determined there has been an accretion of duties and responsibilities to warrant an increase in grade, the employee in the position will be promoted without competition, unless the BDO eliminates or redistributes the grade-controlling duties, in accordance with Article 16. The BDO shall refrain from temporarily reassigning potentially grade controlling duties during the position classification review. Accretion of duties occurs when the following conditions are met:

- A. The new position absorbs the major duties of the old position and the old position is abolished.
- B. The new position is in the same organization and retains the same supervisor as the old position.
- C. The new position does not involve the addition of supervisor duties to a formerly non-supervisory position or the addition of duties which causes the new position to replace a higher-level supervisory position.
- D. There is no one else in the BDO in the same series/grade of the employee requesting the accretion that could compete and be selected for the position.

ARTICLE 19 – SAFETY AND HEALTH

Section 1 - General

- A. The BDO and the Union mutually agree to cooperate in a common effort to create and maintain safe and healthy working conditions, to minimize accidents, and to prevent lost work time due to illness or injury. A safety and health program will be administered in accordance with Executive Order 12196 and all applicable federal laws and regulations including the Occupational Safety and Health Act of 1970 (OSHA). Employees involved in activities or representation or pursuant to this Article shall receive official time for such activities.
- B. Employees will comply with federal safety laws such as OSHA, District, State, and Bureau safety policies.

Section 2 - Employee Whereabouts

When employees are on duty, they will indicate their location and other pertinent information using the established check-in/check-out procedures. When employees are off duty during normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.), they will indicate they are off duty using the established procedure, including their anticipated return date and time, to be able to account for employees when an emergency arises.

Section 3 - Safety and Health Committees

The Union shall be allowed to designate one Union member to serve on any BDO Safety Committee.

Section 4 - Exposure

When an employee is in a situation where he/she has a reasonable belief there is a risk of imminent death or serious injury, and where there is insufficient time for corrective action or redress through normal abatement procedures, the employee may refuse to perform the task. The supervisor shall inspect the work area or hazard and ensure that the work is safe (or may be safely handled) before requiring the employee to carry out the work assignment. The supervisor will document the inspection at the earliest time possible. If any doubt regarding the safety of the work area or safety due to the hazard is raised, an appraisal shall be obtained from the BDO Safety Officer or appropriate BDO official before proceeding. The Union will be notified of the incident at the earliest possible time and given documentation concerning the reported unsafe conditions.

Section 5 - High-Risk Positions

Employees in high-risk positions will follow all safety regulations, law, policies, and procedures pertaining to their positions and shall normally only perform those high-risk activities for which they have been trained. Personal protective equipment, as required by appropriate (OSHA)

standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided.

ARTICLE 20 – TRAINING

Section 1 - General Procedure

It is the employee's responsibility to maintain proficiency in connection with assigned duties. Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the need for additional training to maintain the competence of the work force and to accomplish BLM programs. The efficiency of operation and conduct of training and development activities for employees, are the responsibilities of the BDO. The BDO is responsible for implementing training to assist in improving employee efficiency and competence.

Section 2 - On-the-Job Training

If an employee is assigned to train another employee, the impact of this assignment will be taken into consideration when reviewing and/or completing the employee's performance evaluation.

Section 3 - Expenses

The BDO agrees to reimburse the expenses incurred by an employee in attendance of the BDO approved, work related courses during non-work hours in accordance with existing policies and regulations.

Section 4 - Use of Equipment

If mutually agreeable, the BDO agrees to make available to employees enrolled in approved training courses, BLM equipment items during the employee's non-work or working hours.

Section 5 - Travel to Training

Travel to training will be compensated according to BLM and OPM regulations.

ARTICLE 21 – UNIFORMS

Section 1 - General

Employees required to wear an official uniform shall receive an appropriate amount through the Uniform Allowance Authorization to purchase uniform components.

Section 2 - Employees Required to Wear Uniforms

- A. Law Enforcement Rangers are required to wear the BLM uniform. Their uniform requirements are contained in the Law Enforcement General Orders.
- B. The uniform may be required to be worn when the BDO determines that the mission, identity, image and/or employee pride in working for the BLM are furthered by the identification of the individual. Such occasions may include official functions after duty hours. The BDO will not require any employee to wear a uniform either routinely or for special occasions without just cause. The employer shall notify the employee(s) of the uniform requirement as far in advance as possible for special occasions, and at least fourteen (14) calendar days in advance for a change in uniform requirements for routine use. The notification for a routine use change must be in writing and include the justification for the change. A copy must be provided to the Union.
- C. Employees shall be allowed at least seven (7) work days to place an order, and use of the new or changed uniform may begin when the proper uniform is received.

Section 3 - Wearing the Official Uniform

Employees may wear the uniform in the course of their personal business while commuting to and from their work location. However, employees should be cognizant of the image portrayed while wearing the uniform during non-duty hours as they may be perceived as representing the BLM. Employees shall maintain the official uniform in good professional condition and appearance.

Section 4 - Footwear

Footwear is an accessory component. Accessories are components that may be worn with the uniform. The recommended footwear is dark brown, taupe, cordovan or black dress shoes and/or boots, as appropriate with the type of uniform.

MANAGEMENT RIGHTS AND RESPONSIBILITIES

ARTICLE 22 – RIGHTS AND RESPONSIBILITIES

Section 1 - Management Rights

- A. Subject to subsection B, nothing in this agreement shall affect the authority of any management official-
1. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 2. In accordance with applicable laws:
 - a. 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;
 - b. To assign work, to make determination with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - c. With respect to filling positions, to make selections for appointment from:
 - i. Among properly ranked and certified candidates for promotion; or
 - ii. Any other appropriate source; and
 - d. To take whatever actions may be necessary to carry out the agency mission during emergencies.
- B. Nothing in this section shall preclude Management and the Union from negotiating-
1. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 2. Procedures which management officials of the agency will observe in exercising any authority under this section; or
 3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 2 - Management Responsibilities

- A. Management recognizes the need for union representatives to perform their union duties and responsibilities in accordance with Title 5 USC and this Agreement in addition to their regular duties. In this regard:

1. The BDO will not allow any union work-related time to be used adversely against the employee or cause lost opportunities for promotion, details, training, annual leave use, etc.
 2. The BDO will give employees administering this Agreement in addition to their regular duties due consideration when applying performance standards.
 3. The BDO will fully support an employee's right to join the Union or act for the Union freely and without fear of penalty or reprisal in management controlled matters.
- B. In the day-to-day labor-management working relationship between an employee (union official) and an agency official, the agency official will normally inform the Union whether she or he is empowered to commit the agency to an agreement with the Union.

Section 3 - Formal Discussions

- A. The Union will be given the opportunity to be represented at any formal discussion between the employees and the BDO.
- B. "Formal discussion" is defined as a meeting between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.
- C. The BDO shall notify the Union President prior to a formal discussion and will provide the Union a reasonable time after notification to provide a representative. The Union is not required to attend the meeting; however, if the Union attends, the Union has the full right to speak and/or participate at a formal discussion meeting.
- D. The formal discussion meeting may or may not always be known in advance by the BDO; such as when a meeting is called for the purpose of discussing something other than conditions of employment. A meeting to simply make an announcement concerning conditions of employment can be considered a formal meeting. In the event an informal meeting evolves into a formal meeting, the BDO should suspend the meeting until lawful and contractual notification requirements to the Union President have been fulfilled. Further, a meeting may be called by an employee in regards to a grievance, in which case the Union must be notified and allowed to be present even if the employee elects not to be represented by the Union.
- E. The formal discussion meeting may be in any known or future format.

Section 4 - Informal Discussions

Informal discussions occur daily between one or more employees and one or more BDO representatives. These informal discussion meetings do not normally require the BDO to notify the Union.

UNION RIGHTS AND RESPONSIBILITIES

ARTICLE 23 – RIGHTS AND RESPONSIBILITIES

Section 1 - Recognition

- A. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for these employees in matters pertaining to conditions of employment and administration of this contract. The Local Union officials shall not be coerced, discriminated against, interfered with, or restrained in the performance of any duties under this Article.
- B. The BDO recognizes union representatives including the National Representatives of NFFE.
- C. The BDO recognizes union representatives selected by the Union. These representatives are recognized as official spokespersons with authority to act on behalf of the Union in formal discussions and grievances as authorized by the Union President. The Union will provide a written list of all officials and inform the BDO of changes.

Section 2 - Representation

The BDO agrees, upon request, to meet with the Union and negotiate with the Union on any new policy or change in conditions of employment prior to implementation (See Article 26, Section 1(A)).

Section 3 - Union Role in Investigation and Examination of Employees

- A. An investigative interview is any meeting during which an authorized representative of Management asks questions of a bargaining unit employee for the purpose of ascertaining facts about alleged misconduct of the employee or another employee. The authorized representative may not necessarily be a manager.
 - 1. Types of misconduct that could lead to an investigation:
 - a. Administrative (non-criminal) – alleged employee wrong-doing by violating established ethics and conduct regulations or agency policy.
 - b. Criminal – involves wrong-doing arising from violation of Federal or State criminal statute.
- B. Investigative interviews of alleged employee misconduct are either administrative or criminal in nature. Employee rights and obligations during these interviews vary depending on whether the allegations may result in criminal charges against the employee being interviewed.
- C. The BDO must notify an employee they have the right to union representation when the supervisor realizes an investigative meeting could lead to disciplinary action. At any time during the course of an examination of an employee by an authorized representative of the BDO, the employee may ask for a union representative. Once an employee has requested a union representative, the BDO has three (3) options:

1. Grant the request,
 2. Reschedule the interview, or
 3. Offer the employee a choice to continue without representation.
- D. If the employee chooses to continue the investigation, the right to representation is waived until such time as the employee requests union representation. The Union will be allowed a reasonable period of time to provide a representative.

Section 4 - Union Representation at Investigative Interviews

- A. The union representatives' primary role for the employee involved in the investigation is to be a supportive witness and advisor. The union representative is not bound to silence during the meeting; however, the representative cannot answer questions for the employee. The Union can request either the employee or the agency's representative clarify their questions and answers. The employee or the union representative may caucus at any time during the meeting.
- B. The union representative may advise the employee on the merits of the Kalkine and Garrity Warning rights, as well as to advise the employee to remain silent in any criminal investigation until such time as the employee has consulted with his/her attorney.

Section 5 - Information Requests

The agency agrees to provide the Union, upon request, with information that is normally maintained and reasonably available and for which the Union has established a particularized need, in accordance with FLRA guidelines. The Union will present the request in writing and, if applicable, with a signed release of information form from the employee. The request will indicate the need for the information. This information will be provided to the Union within a reasonable time.

Section 6 - Responsibilities

- A. Internal Union business, such as soliciting membership, collecting dues, campaigning and electing officers, posting and distributing literature, will be accomplished on Union officials' or employees' break times or non-duty hours. Union meetings will be conducted during lunch times, before and after work, and on non-duty hours of the employees involved. Union officials who are non-BDO employees must abide by Section 9, of this Article – Union Representatives Access.
- B. The Union agrees to respect the privacy of all employees during the grievance process. The credibility, privacy, and integrity of the grievance process will be protected to the maximum extent possible.
- C. In the day-to-day labor-management working relationship between an employee (Union official) and an agency official, the employee (Union official) will normally inform the

agency official in what capacity she or he is working and whether they are empowered to commit the Union to an agreement with the BDO.

Section 7 - Official Time

- A. Union officials shall be granted official time in amounts reasonable, necessary, and in the public interest to perform contract administration and official union duties. Amounts reasonable and necessary will be determined by the Union official's supervisor or their acting supervisor, in consultation with ISO HR. Contract administration and official duties may include, but not be limited to:
1. Discuss allegations of a potential problem or complaint.
 2. Serve as representative and/or witness in a statutory appeal.
 3. Prepare and present a grievance at Steps 1 and 2 of the grievance procedure and to prepare and present a case at arbitration.
 4. Represent the Union at non-grievance meetings.
 5. Serve as a non-participating observer at a grievance meeting when an employee chooses to represent themselves.
 6. Receive and investigate a complaint by reviewing relevant documents or interviewing witnesses.
 7. Act as representative of the Union in examinations.
 8. Prepare and present matters to the FLRA, MSPB, FMCS, EEOC, FSIP, etc.
- B. In addition to time needed for items 1-8, each union representative will be allowed up to two (2) hours per week of official time for official Union business. Union representatives and their supervisors are encouraged to agree to ongoing arrangements regarding use of official time that are suitable to their circumstances.
- C. Union officials will accurately code their use of official Union time using the BLM timekeeping system.

Section 8 - Release Procedure for Use of Official Time

- A. Procedures for release of official time (over and above the minimum under Section 23, Section 7(B)), where the Parties (including individual union representatives and their supervisors) are not mutually agreeable to alternative arrangements on a continuing basis, are as follows:
1. The supervisor or acting supervisor shall approve, deny, or propose alternative scheduling for official time within a reasonable time of receiving the request.

2. If the union official cannot be released immediately for work-related reasons pertaining to mandatory short-term coverage and/or the critical mission of the functional area, the union official will be released as soon as the mandatory work requirement is met or other appropriate arrangements are made.
 3. A delay of more than one (1) day in release will be given to the union official in writing, explaining the reason for the delay. If a delay in releasing a union official involves a situation of contractual time limit, the time limit will be extended equal to the delay.
 4. When performing representational functions with employees at other work sites, the union official will notify the unit head or the immediate supervisor before visiting employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the union official can visit the employee(s).
- B. The BDO will contact the Union President to discuss any perceived conflict between labor-management activities and BDO assigned work. While the BDO is responsible for initiating discussions regarding impacts of labor-management activities on the mission, either party should normally bring potential conflicts to the other's attention as early as possible to facilitate positive working relations.

Section 9 - Union Representatives Access

A union official, other than BDO employees, will be granted unescorted access to BDO facilities to meet with bargaining unit employees during regular business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m. A union official, other than BDO employees, who needs to meet with employees within BDO facilities, outside those hours, must be escorted by an employee. A union official, other than BDO employees, should normally have access to the union office at any time after appropriate background investigations have been completed and verified. The BDO will be required to furnish the security access card and/or keys for access to the union office.

Section 10 - Union Training Requests

Union officials may request to the BDO management the use of official time for training that enhances the union official's abilities to perform their official duties and provides mutual benefit. On an annual basis, the BDO will solicit labor-management training needs from the Union, which will be prioritized along with other BDO training requests.

ARTICLE 24 – GRIEVANCE PROCEDURES

Section 1 - Purpose

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

Section 2 - Definition

A. A grievance is any complaint from:

1. Any employee or the Union concerning any matter related to the employment of the employee(s).
2. Any employee, group of employees, the Union, or the BDO concerning:
 - a. The effect or interpretation, or a claim of breach of this agreement; or
 - b. Any claimed violation, misinterpretation, or misapplication of any law or regulation affecting conditions of employment.

B. Issues that cannot be grieved include:

1. Any claimed violation relating to prohibited political activities;
2. Retirement, life insurance, or health insurance;
3. A suspension or removal in the interest of national security;
4. Any examination or certification administered by OPM, or appointment by DOI;
5. The classification of any position which does not result in the reduction in grade or pay of an employee;
6. The termination of a temporary appointment for just cause;
7. The termination of a probationary employee;
8. The termination of a temporary promotion for just cause;
9. Reduction in force or furloughs of more than thirty (30) calendar days.

Section 3 - Jurisdiction

Should either party declare a portion of the grievance non-grievable, the original grievance will be considered amended to include this issue. If arbitration is invoked, all disputes of grievability will be referred to the arbitrator as a threshold issue in the case.

Section 4 - Union Representation

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

Section 5 - Procedures for Employee Grievances

- A. An employee and/or Union shall have thirty (30) calendar days from an incident or from the date the employee becomes aware of the incident to present a grievance to the ISO HR Specialist (ER/LR). A grievance concerning a continuing practice or condition must be initiated within thirty (30) calendar days of the last incident. The parties agree that every effort will be made to resolve grievances and other issues at the lowest level possible.
- B. Once an incident has occurred that the employee has an issue with and wants to address, the following grievance process will apply:
 - 1. **Step One:**
 - a. Employees and/or their representative(s) should discuss the incident or issue informally with their supervisors, including the use of ADR as appropriate. Employees and/or their representative(s) may request to talk with other officials about the incident or issue without continuing on to Step Two of the grievance process. The balance of the 30-day period to submit a written grievance will be placed on hold during the time the employee and supervisor are attempting to resolve the issue. The employee should document the date of the incident or issue and the beginning and end dates of attempting to resolve the issue.
 - b. If the issue cannot be resolved informally or if the employee wants to bypass informal resolution, the employee can move to Step Two of the grievance process.
 - 2. **Step Two:**
 - a. If the employee wishes to file a formal grievance, the employee and/or their representative(s) shall present the grievance to the ISO HR Specialist (ER/LR) in writing within thirty (30) calendar days of the incident. The grievance will state the nature of the grievance and the remedy desired. The remedy requested must be within the control of the BLM, appropriate to the issue being grieved and benefiting the grievant(s).
 - b. The HR Specialist will determine if the matter is grievable. A grievance that is declared non-grievable may immediately go to arbitration under Article 25. A

- grievance that is declared partially non-grievable may continue through the grievance process with non-grievability added as an issue. However, the portion declared as non-grievable may go directly to arbitration in accordance with Article 25.
- c. For the matters determined to be grievable, the HR Specialist will determine who will be the Step Two deciding official. If the deciding official delegates the decision making to their Acting, that official will have the full authority to respond with an offer. The Step Two deciding official and HR Specialist will meet with the grievant and/or their representative(s) and make every effort to resolve the grievance.
 - d. The Step Two response to the grievance will be delivered in writing to the grievant and/or their representative(s) within ten (10) work days of presentation of the grievance. If the grievant agrees to the offer proposed within the Step Two response, the grievant and/or their representative(s) will concur with response in writing, and the remedy will be implemented. If there is no concurrence, there will be no remedy under the grievance procedure; however, the Union may still invoke the arbitration procedure in accordance with Article 25 and Union procedures.

Section 6 - Procedures for BDO or Union Grievances

- A. The BDO or the Union will notify the other party and the ISO HR Specialist in writing of an incident or issue within thirty (30) calendar days of the incident or issue, or in the case of a continuing practice or condition, within thirty (30) calendar days of the last incident. The Union or the BDO shall within ten (10) work days of notification provide a response. The balance of the 10-day period to respond will be placed on hold during the time the parties are attempting to resolve the issue.
- B. If the BDO or the Union is dissatisfied with the response, within ten (10) work days of receiving the response, the party may file a written grievance with the HR Specialist specifying the violation and remedy sought.
- C. The Union or the BDO must, within ten (10) work days of receiving the grievance submit a written response. If the BDO or the Union is not satisfied with this response or the proposed resolution, they may invoke arbitration using the procedures set forth in Article 25.

Section 7 - Time Limits

- A. Any time limits of the employees, the BDO or Union grievance procedures may be extended if mutually agreed to by the parties. When information is requested from a party that is needed to process a grievance or determine if a grievance exists, the time limits will be extended equal to the amount of time required to receive the information.
- B. The intent of this procedure is to resolve problems, and, as such, a response is expected from the deciding official at every step within the specified time period. If the grievant does not receive a response within the time period, the grievant may petition the other party in writing to secure the reason(s) for the delay or may process to the next step. If no response is received within five (5) work days, the grievant may proceed to the next step of the grievance and/or arbitration procedure. The absence of response will become part of the documentation

of the grievance and will be given due consideration by the next deciding official and/or arbitrator. Time limits will be extended to equal the time required to meet this step.

- C. Failure by the grievant to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance unless mitigating circumstances prevail.

ARTICLE 25 – ARBITRATION

Section 1 - Notice to Invoke Arbitration

If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union or the BDO, either as a grievant or as a representative of the grievant, may refer the issue to arbitration. The request to refer an issue to arbitration must be in writing and signed by the President of the Union or the BDO to be valid. The request for arbitration must be filed within thirty (30) calendar days of the decision of the BDO or the President of the Union, if mediation is not used, or within thirty (30) calendar days of an unsuccessful mediation attempt.

Section 2 - Arbitration Procedure

On or after the date of the notice to invoke arbitration, the moving party will request the FMCS to provide a list of nine (9) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. Parties shall meet within ten (10) work days after the receipt of such list to select an arbitrator. If the parties cannot mutually agree on one of the listed arbitrators, the BDO and Union will alternately strike one potential arbitrator's name from the list of nine and will repeat this procedure until one name remains; the moving party will strike first.

Section 3 - Fees and Expenses

- A. Each party shall bear the expense of preparing and presenting its own case, consistent with Article 23, Section 7 and Article 27.
- B. The Arbitrator's fees and expenses will be shared equally by both parties. Transcript cost will be paid for by the requesting party.

Section 4 - Arbitration Process

- A. Within three (3) work days of the selection of an arbitrator, the parties will meet and attempt to clarify the specific issues for arbitration that have been raised during the grievance procedure.
- B. The parties may mutually agree on a stipulation of facts to the arbitrator, or either party may request an arbitration hearing.
 - 1. Stipulation of facts – used when both parties agree to the facts of the issue and/or a hearing would serve no purpose. In this case, all facts, data, documentation, etc. are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

2. Hearing – used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator. By mutual agreement, the parties may use an expedited hearing procedure.
- C. An arbitration hearing will be held at a mutually agreed-upon location during the regular work hours of the basic work week.
 - D. Questions raised as to whether witnesses are necessary will be resolved by the arbitrator.
 - E. The arbitrator will be advised that in order to fulfill the delegation to arbitrate, they must render a decision and remedy to the BDO and the Union as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing or submission of stipulations unless the parties agree otherwise.
 - F. The arbitrator’s decision shall be in writing and shall be final and binding. The remedy shall be effected in its entirety and as quickly as possible, provided that no exception is filed. If the decision is not in accordance with law, rule, or regulation, an exception to the decision may be filed with FLRA or other appropriate authority within thirty (30) calendar days following receipt of the decision.
 - G. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this agreement or any supplement thereto, or any law or government-wide regulation. The arbitrator shall have the full benefit of review of laws, federal regulations, and DOI and BLM published policies and regulations.
 - H. In considering grievances, the arbitrator will hold the respondent to the grievance to the following burden of proof, consistent with 5 USC 7701(c)(1) :
 1. For matters of unacceptable performance or other matters appealable to the BDO, a burden of substantial evidence will be used.
 2. For matters concerning adverse actions or other matters appealable to the MSPB, a burden of the preponderance of the evidence will be used.
 - I. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations.

Section 5 - Correction of Unjustified or Unwarranted Personnel Actions

An employee who is found to have been affected by an unjustified or unwarranted personnel action that has resulted in the withdrawal or reduction of all or part of pay, allowances, or differentials, is entitled to correction of the personnel action, and to receive reasonable attorney fees related to the personnel action award in accordance with standards established under 5 USC 7701(g). Such correction shall occur within a reasonable time.

ARTICLE 26 – IMPACT & IMPLEMENTATION/ MID-TERM BARGAINING

Section 1 - General

Laws enacted and executive orders issued during the life of this agreement are automatically binding on members of the bargaining unit and BDO. During the life of this agreement, no regulation affecting the working conditions (“conditions of employment”) of bargaining unit employees, other than those implementing government-wide policy, shall be enforced if it conflicts with any portion of this agreement and was not in effect on the date this agreement takes effect, unless negotiated with the Union as described below. (See Article 26, Section 2)

- A. The BDO will provide the Union at least ten (10) work days advanced notification in writing of changes in working conditions, except in emergencies or other uncontrollable conditions.
- B. The Union will review the proposal and may request to negotiate. Such a request will be submitted in writing to the BDO within seven (7) work days after receipt of the proposal.
 1. When the Union timely requests negotiation, the BDO shall delay the implementation of the proposed change until such time as the parties reach agreement on all negotiable issues connected with the change, unless an emergency or overriding exigency exists requiring management to implement change prior to agreement.
 2. If the request is not received within seven (7) work days, the BDO assumes concurrence by the Union with the proposal, and may implement the change without further notification to the Union.
- C. Upon receipt of a request to negotiate, the parties will select a date to have a clarification meeting regarding the proposed change(s). The Union must submit concerns and issues to the BDO within seven (7) work days of either the clarification meeting with the BDO, or if the Union has submitted a data request, within seven (7) calendar days after receipt of the data, whichever comes later.
- D. The parties agree that the Union will be entitled to have the same number of team members as management. The Union officials shall be authorized official time for such purposes during the time the employee would otherwise be in a duty status.
- E. Normally, bargaining teams will consist of a minimum of two (2) team members for each party. Names of the members on the negotiating team will be exchanged formally in writing by both parties before negotiations start.
- F. Negotiations shall be conducted on official time during the regular administrative work week unless otherwise agreed.
- G. Upon reaching agreement on all proposals, a memorandum of agreement (MOA) will be immediately prepared and signed by both Parties.

H. The BDO will provide copies of the MOA to appropriate management officials and Union representatives.

Section 2 - Call for Mid-Term Bargaining

- A. Either party may request mid-term bargaining, which cannot be refused, in February closest to the mid-point of the contract by issuing a written request, stating:
1. The reason for the request.
 2. The expected impact of the issue(s) in question.
 3. The expected impact if the issue(s) are not addressed.
 4. The expected duration of impact of the issues.
 5. Whether or not a permanent change to the Agreement is the expected result.
 6. Number of members requested to be on each bargaining team.
- B. The party receiving the request will have ten (10) work days to respond in writing.
- C. Bargaining will be confined to items stated in the original request unless mutually agreed by both parties.

Section 3 - Negotiation Impasse

- A. When the parties cannot agree on a negotiable matter and an apparent impasse has been reached, the item shall be set aside. The set-aside items will be reviewed jointly by the parties after reaching agreement on other negotiable items. If agreement is not reached after a final attempt on negotiations, the parties may seek the services of the FMCS. When mediation does not resolve the impasse, either party may seek the services of the FSIP.
- B. In the event impasse is invoked during negotiations, no change in personnel policies, practices, or working conditions will be implemented except in order to take whatever actions may be necessary for the functioning of the BDO, in case of emergency or delay of effective date of law.

Section 4 - Non-Negotiability

When the BDO believes that a matter is non-negotiable, and upon written request from the Union, it will advise the Union in writing of its rationale for such belief. The Union has the right to proceed to the FLRA in accordance with Chapter 71 of 5 USC, and may seek the services of the FMCS or other ADR resources.

Section 5 - Past Practice

The BDO and Union agree that those past practices that are conditions of employment and which are within the terms and scope of the Articles of this Agreement are superseded by this

Agreement. The BDO recognizes the obligation to notify the Union and provide the Union with an opportunity to negotiate with respect to changes in current conditions of employment.

ARTICLE 27 – SPACE AND FACILITIES

Section 1 - General

It is recognized that the use of government space and equipment benefits both parties; however, in the case of conflict, the mission of the BDO takes precedence. It is understood that union officials may be other than employees (e.g., retirees) at the time they use union space, equipment and facilities, and must adhere to BLM security requirements.

Section 2 - Meeting Facilities

Upon request and subject to availability, the BDO will make conference room facilities available for conducting internal union business at the main office, and at outlying offices, provided that such use takes place during non-duty hours. The Union will be responsible for the proper use and care of the conference room facilities when used.

Section 3 - Office Space

- A. The BDO will allow space for an office for union officials, when such space is available, and has been mutually agreed upon by both parties. As facilities are added or remodeled, adequate union space must be included. The BDO agrees to allow the Union to use surplus furniture (such as files, desks, chairs, etc.) as are available and needed. Other work areas or office areas, as available, may be used for interviewing or other intermittent union business. Such space, allocated for union use, shall be reserved for union use, and any and all materials contained therein shall be considered to contain confidential union information, which may be accessed by union officials or their designees only.
- B. Confidential premises and materials should not be accessed without a union escort, except in the event of a compelling reason, which necessitates investigation or search of the area. If an escort is not available, the premises should be secured until an escort can be present. The BDO will notify the Union in writing within two working days of a compelling reason and the result of any search which occurred without a union escort. Absent any compelling reason, the BDO will wait for a union escort.

Section 4 - Communications

- A. Copy machines, fax machines, email, telephone services and computers may be used by the Union; however, use shall not have precedence over the mission of the BDO. Any government-furnished equipment or materials must be used in accordance with IT security and accountable property requirements.
- B. Union officials must adhere to all government IT security policies and requirements and must successfully complete any required training related to IT security.
- C. The BLM's internal mail distribution system may be used by the Union. The Union, however, shall submit its material addressed and ready for delivery as appropriate.

- D. The Union shall be allowed to send and receive US Mail at the BDO, but shall be responsible for postal expenses.
- E. Any documents, notes, materials, files, faxes, cabinets, boxes, computers that are not connected to the government network and contain no non-union government information, etc. that are marked “Union,” “FL – 2052,” “NFFE,” “IAMAW,” or are otherwise marked in a manner indicating they contain confidential Union information, material, or property, shall be considered to contain information confidential to the Union and may be accessed by union officials or their designees only.
- F. The BDO shall create an email group consisting of union officials to provide one address for the BDO and employees to email the Union. Union officials will be the data steward of the email group and will be responsible for keeping the membership of the email group up-to-date. The Union President will determine which officers will have rights to modify the email group. The BDO will also provide a folder on the shared drive for union use. Changes to access levels or to the email group itself will be submitted through established Help Desk procedures.
- G. All timeframes will be delayed when the electronic mail system is not operating correctly.

Section 5 - Bulletin Board Space

At each office location, bulletin board space in a central location, a minimum of three (3) feet by four (4) feet, will be made available for use by the Union. The posted material must pertain specifically to the business of the Union or be related to the employees’ work or employment conditions. The material shall not be libelous or derogatory, nor shall it contain any personal attack against any individual or group. The bulletin board shall be the exclusive area for posting such material. The bulletin boards may be placed in the fire office ready room, break rooms, and guard camps.

Section 6 - Use of Government Owned or Leased Vehicles

The Union will be allowed the use of government vehicles to visit outlying facilities as needed to conduct representational functions. The Union will be required to abide by all government policies and training requirements for operation of government vehicles. Use of government vehicles for union business shall not have precedence over the mission of the BDO.

ARTICLE 28 – VOLUNTARY ALLOTMENT OF UNION DUES

Section 1 - Procedures

Payroll shall continue to deduct union dues from the pay of employees in the bargaining unit, subject to the following provisions:

- A. The Union agrees to procure form SF-1187, “Request and Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues”, and furnish the form to eligible members desiring to authorize an allotment for withholding of dues from their pay.
- B. The Union President or other authorized officer of the Union will certify on each SF-1187 that the employee is a member in good standing in the Union, insert the amount or percent of hourly basic pay to be withheld, and submit completed SF-1187 to the payroll servicing officer.
- C. The Union President or other authorized officer of the Union shall notify the payroll servicing officer when the Union’s dues structure changes.
- D. Allotments will normally be effective at the beginning of the first full pay period after receipt of the SF-1187 by the payroll servicing officer.
- E. The Union will promptly notify the payroll servicing officer in writing when a member of the Union is expelled.
- F. The BDO agrees to have the payroll servicing officer prepare a bi-weekly payment and forward it to the officer designated by the Union. The payment will be for the total amount of dues withheld for that pay period.
- G. The BDO will provide monthly, a list of employees from whom deductions were withheld and the amounts withheld. The employee is responsible for notifying the BDO of any dues allotment that should be stopped because the employee is no longer included in the bargaining unit due to specific exclusion as stated in Article 1, Section 2. This does not preclude the employer from initiating this action. The employer will notify the Union if and when such action is initiated. A career employee placed in non-pay status still has a dues allotment when placed back into pay status unless the employee requests otherwise.
- H. A member may voluntarily revoke an allotment for the payment of dues by filling out form SF-1188, “Revocation of Voluntary Authorization of Allotment of Compensation for Payment of Employee Organization Dues”, and submitting it directly to the payroll servicing officer, who will forward a copy of the SF-1188 to the Union. After receipt of such notice by the payroll servicing officer, revocation will become effective as soon as possible.

APPENDICES

APPENDIX A – GLOSSARY

- A -

Abeyance – The condition of being temporarily set aside; suspended.

ADR (Alternate Dispute Resolution) – Includes such processes as arbitration, conciliation, mediation, mini-trial, and mediation-arbitration (MED-ARB).

Advance Notice – In general, an announcement of an intention to carry out a certain action, given to an affected or interested party in sufficient time to prepare for the action.

Adverse Action – An official personnel action, usually taken for disciplinary reason, which adversely affects an employee and is of a severity such as suspend, demote, furlough, or removal. For most federal employees, an appeal system established by statute exists and the employee may choose to use the statutory procedure or, if coverage under the contract permits, the negotiated procedure, but not both.

Affirmative Employment Plan – A written program to actively eliminate employment standards and practices which tend to discriminate on the grounds of race, creed, sex, national origin, or other lawful criteria.

Agency – For purposes of this contract, agency refers to the Bureau of Land Management, Department of the Interior.

Agreement – See *Collective Bargaining Agreement*.

Amicable – Characterized by or exhibiting friendliness or goodwill; friendly.

Appraisal Period – The period of time for which an employee's performance will be reviewed. Also termed as the performance period.

Arbitrability – Refers to whether a given issue is subject to arbitration under the negotiated agreement.

Arbitration (ADR)* – A process in which a third party(s) listens to the facts and arguments presented by the disputants and renders a decision. The decision may be binding or non-binding depending on prior agreement between the parties. Arbitrations are generally less formal than a court. This differs from arbitration hearings as specified in the Basic Agreement (IAMAW, NFFE FL-2052). In that case, the arbitrator's decision will be final and binding and the remedy shall be effected in its entirety, provided it is in accordance with law, rule, and regulation. See *Binding Arbitration*.

Arbitration Hearing – A hearing conducted under auspices of the Basic Agreement (IAMAW, NFFE FL-2052) arbitration Article.

Arbitrator – An impartial third party to whom disputing parties submit their differences for decision.

Authority – See *Federal Labor Relations Authority*.

Award – In Labor-Management arbitration, the final decision of an arbitrator, binding on both parties.

- B -

Bargaining – See *Collective Bargaining*.

Bargaining Rights – Legally recognized right of the labor organization to represent specified employees in negotiations with BDO.

Bargaining Unit – All professional, non-professional, and non-managerial employees of the Bureau of Land Management, Boise District Office, Boise, Idaho, including employees of all field offices, as defined in Article 1.

BDO (Boise District Office) – An organizational unit of the Bureau of Land Management in Idaho. In context of the Basic Agreement (IAMAW, NFFE FL-2052) refers to those management officials, supervisors and other employees of the BDO that are excluded from the bargaining unit by definition of 5 USC 7112.

Binding Arbitrations – Method of settling employment disputes through recourse to an impartial third party (an arbitrator). The arbitrator's decision is usually final and binding. In the federal government, binding arbitration is required as the final step in a negotiated grievance procedure. It may also be used to settle impasses if its use is approved by the Federal Labor Relations Authority.

BLM – An agency within the U.S. Department of the Interior known as the Bureau of Land Management.

- C -

Call-Back – The authorized return of an employee to duty from an off duty status.

Civil Service Reform Act of 1978 (CSRA) – Legislation enacted for the purpose of reforming and upgrading the federal civil service system and improving efficiency and quality of public service. The CSRA gives guaranteed protection of the basic rights of federal employees. In the labor-management relations area, CSRA is important because it gives federal employees legal basis for their right to organize, bargain collectively, and participate through labor unions in decisions which affect their working conditions.

Collective Bargaining (Collective Negotiations, Negotiations, Negotiation of Agreement) – The performance of the mutual obligations of the BDO and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and to execute a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

Collective Bargaining Agreement (Agreement, Contract, Bargaining Contract, Negotiated Agreement) – A written agreement between an employer and a labor organization, usually for a definite term, defining conditions of employment, rights of employees and labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement.

Conciliation (ADR)* – A form of dispute resolution similar to mediation in which the emphasis is not only on the resolution of specific issues in disputes but also in the repair or establishment of relationships between parties who had or need to have an ongoing relationship. Third parties who assist with conciliation need not necessarily be neutral, in contrast to mediation.

Conditions of Employment – In the federal sector, this term means personnel policies, practices and matters whether established by rule, regulation or otherwise, affecting working conditions.

Consensus Building (ADR)* – Consensus building uses ADR processes such as negotiation, facilitation, or mediation to address issues before serious and prolonged disputes arise. By bringing all affected parties into the process as early as possible, the consensus building procedure has been effective in resolving major multi-party, multi-agency, multi-government problems. The mediators may take a proactive role in defining the parties; getting them to agree to the mediation effort; guiding the process; and upon reaching resolution, administering the process of documentation by getting the final approval and signatures from authorized decision makers.

Contract (Agreement, Collective Bargaining Agreement, Negotiated Agreement) – See *Collective Bargaining Agreement*.

Contracting Out – Process of having certain steps in a work function performed by outside contractors, using their workforces.

Convening (ADR)* – Convening helps to identify issues in controversy and the affected interests. The convener generally determines whether direct negotiations among the parties would be a suitable means to resolve the issues, and if it is, the parties are brought together for that purpose.

Co-workers – A fellow worker; one that works with another. In BLM the term co-worker is only minimally constrained by organizational or administrative definitions. For a given period of time, a co-worker could be from anywhere, geographically or administratively.

- D -

Disciplinary Actions – BDO initiated actions designed to correct errant employee behavior.

Dispute – Any disagreement between an employer and a labor organization requiring resolution (e.g., the inability to agree on contract terms or grievances).

Downgrade – Assignment of workers to positions classified at lower grade levels.

Dues Allotment – Practice whereby the employer, by agreement with the Union (upon written authorization from the employee where required by law or agreement), regularly withholds union dues from employee's wages and transmits these funds to the Union. In the federal government, dues allotment occurs without charging a service fee to the employee or the Union.

- E -

Early Neutral Evaluation (ADR)* – Early neutral evaluation is a term described in the Department of Justice (DOJ) Guidance for the use of ADR for litigation in the federal courts. It is “an informal process, whereby the parties or the court select a third party neutral to investigate issues and submit a report or testify in court.” The neutral may help the parties develop a discovery plan, identify areas of agreement and disagreement, explore settlement opportunities or offer an overall evaluation of the case. The procedure is non-binding and, generally, the results are not admissible in court. This procedure looks a lot like a variation of fact finding, although the DOJ guidelines specifically identify fact finding as a separate procedure.

Early Resolution – A course of action determined or decided on by the employee and the BDO prior to pursuing a formal complaint or grievance procedure.

EAP (Employee Assistance Program) – A confidential program that provides counseling, resources assistance, and work/life services to employees.

EEO (Equal Employment Opportunity) – A general term applying to agency responsibility of establishing and maintaining an affirmative employment program of equal opportunity within the agency.

EEOC (Equal Employment Opportunity Commission) – The main federal agency responsible for investigating and resolving employees' discrimination complaints and appeals under the federal anti-discrimination laws.

Electronic Official Personnel File (eOPF) – A collection of formal documentation regarding each employee maintained by the Idaho State Office, Support Services Division, Human Resource Management Branch (Personnel). Employees may view the contents of their file.

Emergency – A situation or occurrence that happens unexpectedly and demands immediate action. A condition of urgent need for action or assistance such as a situation which possesses

immediate and/or unforeseen work requirements for the employer as a result of natural phenomenon or other circumstances beyond the employer's reasonable control.

Employee – An individual employed by the BDO who is included in the bargaining unit as described in Article 1.

Employee Complaint – An allegation presented by an employee to a union representative or the BDO in advance of a determination as to a final course of action by the employee.

Employee & Labor Relations Specialist – An individual who works with establishing and maintaining employer-employee relationships that contribute to satisfactory productivity, motivation, morale, and discipline. They provide guidance, consultation, and assistance to management and employees on employee relations and labor relation matters and advice on grievances and appeals, adverse actions, employee discipline, and related matters.

Exclusive Recognition/Representation – In the federal government, the status conferred on a labor organization which (1) receives a majority of votes cast in a representation election and (2) is certified by the Federal Labor Relations Authority (FLRA) to represent all employees in an appropriate unit. Certification by the FLRA means that only this particular Union is authorized to act for the employees in the bargaining unit and negotiating agreements on their behalf. The labor organization enjoying this status is known as the exclusive representative.

Exigencies – The state or quality of requiring much effort or immediate action; a pressing or urgent situation; pressing need.

Expedited Hearing under Arbitration – An accelerated arbitration hearing process that utilizes telephone notifications, short turn around, hearings usually confined to one (1) day and a decision rendered usually within fourteen (14) days of the hearing. Fee charges tend to be flat rates and a contractor frequently chooses the arbitrator.

Expiration Date – Formal termination date established in a collective bargaining agreement or the earliest date at which the agreement may be terminated.

- F -

Facilitation (ADR)* – A process in which one or more individuals assist “meeting participants” maintain direction and focus on agreed upon agendas. Facilitators are often “meeting managers” whose skills are making adequate meeting arrangements, keeping track of proceedings and assisting the “meeting director or moderator” in conducting the meeting. The line between facilitation and mediation is often indistinct and the terms may be used interchangeably. It is common for a mediator to be a facilitator, but not the reverse.

Fact Finding (ADR)* – A process in which a neutral third party is retained by the parties or appointed by an appropriate authority to gather evidence and determine the facts in a dispute. Fact finding is an advisory and non-binding process, but the fact finder may be asked to provide recommendations.

FLRA (Federal Labor Relations Authority) – An administrative body empowered to provide leadership in federal service labor- management relations matters by establishing policies and guidance.

FLSA – Fair Labor Standards Act.

FMCS (Federal Mediation & Conciliation Service) – An independent federal agency which provides mediators to assist the parties involved in negotiations, or in a labor dispute, in reaching a settlement; provides lists of suitable arbitrators on requests; and engages in various types of “preventive mediation.”

Formal Discussion and Grievance – Normally in writing, a formal grievance will address the nature and/or the reasons of the grievance and the remedy desired by the grievant. Discussion, as it occurs, is between one or more representatives of the BDO and one or more employees or their union representatives, in the context of the written documentation of the grievance.

FSIP (Federal Service Impasses Panel) – Organizational entity within the FLRA which resolves bargaining impasses in the federal service. The panel may recommend procedures, including arbitration, for settling of impasses or it may direct settlement of the impasse itself.

- G -

Good Faith Bargaining – Defined by law as the obligation to approach negotiations with a sincere resolve to reach a collective bargaining agreement; to be represented by properly authorized representatives who are prepared to discuss and negotiate; to meet at reasonable times and convenient places as frequently as necessary; to avoid unnecessary delays in negotiations.

Grievance – Any complaint by an employee or by any labor organization relating to the employment of the employee(s). Also, any complaint concerning the effect or interpretation or claim of the breach of a collective bargaining agreement; or any claimed violation, interpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Whether a complaint is formally recognized and handled as a grievance depends on whether the subject of the complaint is covered under the grievance procedure.

- H -

Head of Unit -Refers to the organizational head of the unit referenced such as the Field Manager, Associate District Manager, or District Manager.

Hearings (ADR)* - Hearings in an ADR sense are informal dispute resolution forums in which a Hearing Officer is designated by appropriate administrative authority such as by city ordinance or federal statute. This differs from arbitration hearings as specified in the Basic Agreement (IAMAW, NFFE, FL-2052). In that case, the arbitrator’s decision will be final and binding and

the remedy shall be effected in its entirety, provided it is in accordance with law, rule, and regulation.

Higher Authority - Normally, an authority at the BLM or DOI level at least one additional step up the organizational ladder.

Human Resources - In the Idaho State Office, the Branch of Human Resources includes staffing, training, Employee Relations, and Labor Relations.

- I -

IAMAW – International Association of Machinists and Aerospace Workers.

Impasse – A situation that is so difficult that no progress can be made; a deadlock or a stalemate. In the federal government, mediation is required before impasses can be referred to the Federal Service Impasses Panel.

Informal Discussion and Grievance – Refers to dealing with a grievance prior to taking the step of filing a formal grievance. See *Employee Complaint* and *Formal Discussion and Grievance*.

ISO (Idaho State Office) – Organizational unit of the Bureau of Land Management encompassing the State of Idaho.

- J -

Just Cause - Good or fair reasons to take action. Generally encompasses assumption of equity and impartiality.

- L -

Lead – An employee who oversees a group of employees for specific projects or tasks but does not supervise those employees.

Local – A labor organization representing a bargaining unit located in a particular area or establishment, which is chartered by a national or international Union. Also referred to as the Local Union or Union Chapter.

- M -

Major Duties – OPM’s definition contained within “Introduction to the Position Classification Standards” handbook is as follows: Major duties are those that represent the primary reason for the position’s existence, and that govern the qualification requirements. Typically, they occupy most of the employee’s time.

Management – Broad term used to define any individual who represents the agency in an official capacity, most commonly, supervisors and managers.

MED-ARB (Mediation-Arbitration) – A process in which the parties have agreed to first attempt to resolve their differences by using a mediator, and if unsuccessful, proceed to have the dispute arbitrated. The neutral(s) who serve as the mediator may or may not serve as the arbitrator, depending on the prior agreement between the parties.

Mediation (ADR)* - A dispute resolution process whereby a neutral third party acts to encourage and facilitate the resolution of disputes without the power to prescribe a solution. Mediation programs may be voluntary or mandatory. Mediator selection may be decided by the parties or may be imposed by prior agreement or by a court. Mediation processes are varied and often are the result of the style of the mediator. In the federal government, mediation is required before impasses can be referred to the FSIP. The line between facilitation and mediation is often indistinct, and the terms may be used interchangeably. It is common for a mediator to be a facilitator, but not the reverse.

Mini-Trial – A very private, voluntary, generally non-binding procedure. It is an informal summary of the parties’ positions before a neutral moderator or advisor. A retired judge is often used as the neutral advisor. The mini-trial is conducted in the presence of high-level management representatives who have the authority to settle the case. The purpose is to reveal the theories, strengths, and weaknesses of each side as an aid to resolve the case. Settlements often occur immediately after mini-trials.

MSPB (U. S. Merit Systems Protection Board) – An independent, quasi-judicial agency with a statutory mandate to adjudicate appeals from personnel actions. The Board’s mission includes protecting against abuses, maintenance of merit system principles and keeping agencies free of prohibited personnel practices.

- N -

Necessary for Functioning of the BDO – A phrase referring to that required to achieve a certain result or effect that is usually determined by prior conditions or circumstances, obligation or convention and usually related to the mission of the agency.

Negotiated Rule-Making (Reg-Neg) (ADR)* – Reg-neg is a process in which the content of a proposed rule is developed through negotiation by representatives of affected interests, including the agency.

Negotiation (ADR)* – The act or process of conferring with another or others in order to come to terms or reach an agreement. In the context of ADR, it is a form of resolution conducted

directly between the parties or their agents. Negotiations are typically private and controlled by the parties as to content, timing and structure.

NFFE – National Federation of Federal Employees.

- O -

Official Time – Duty time that is granted to a union representative to perform designated functions without loss of pay or charge to that employee's leave account.

Ombudsman (ADR)* – An Ombudsman may be appointed by ordinance, statute, an association, a particular business, a federal agency, or other means. The Ombudsman serves as an investigator, red tape cutter and/or facilitator for complaints, questions or issues brought forward by clients, or employees of the Ombudsman's employer.

On-Call – A work status wherein an employee is free to leave the duty station and go about most of their normal activities, but is required to return to the duty station when so notified, usually within a specified time interval.

OPM – Office of Personnel Management regulates personnel administration for federal government agencies.

Overriding – First in priority; more important than all others.

- P -

Past Practices – Those work situation actions or habits, sometimes referred to as privileges, of employees which concern a condition of employment, be clear, be known and consistently followed by both parties for an extended period of time and followed by both parties or followed by one party and not challenged by the other over a substantially long duration, and be consistent with law and government-wide regulations.

Performance Evaluation – An appraisal of work performance in comparison to standards that have been previously established.

Performance Evaluation Initiation and Close-out – The beginning and ending steps of the performance evaluation. Initiation consists of the supervisor and employee establishing and documenting the expected performance standards for a defined period of employment. Close-out consists of documenting and providing feedback to the employee regarding their performance relative to those standards during the rating period.

Performance Standard – A statement of the expectation or requirements established by management in consultation with the employee for a performance element within a position. A

performance standard may include, but is not limited to, factors such as quality, quantity, timeliness, and manner of performance.

PIP (Performance Improvement Plan) – A documented strategy that describes how an employee can improve their performance to an acceptable level. The PIP should address the critical elements the employee is failing, what is needed to bring the performance up to acceptable level, what assistance is provided, and consequences of failing to improve during the defined opportunity period.

Private Judges (ADR)* – This technique is a fairly new innovation by some private dispute resolution firms and some courts. Retired judges typically are used to hear these cases which would have been taken to a real court, and the parties agree in advance to accept the decision as if it were a real court decision. The advantages of this process are speed, privacy, and the ability of the parties to select a judge with expertise in the disputed matter.

- R -

Rating Supervisor (Rating Official) – The person who is evaluating and documenting the performance of an employee.

Reasonable Accommodation – Accommodation requested for a qualifying disability in order to perform the essential functions of the employee's position. Accommodation may include, but not limited to, a modification or adjustment to a job or worksite that makes it possible for qualified employees with disabilities perform the essential functions of the position in question.

Recognition – Employer acceptance of a labor organization as the one authorized to negotiate, usually for all members of a bargaining unit.

Representational Activities – Activities performed by a Union (or the union's representative) on behalf of the employees the Union represents. Such activities include meeting and negotiating with management, investigating problems, handling grievances, and policing the terms of the collective bargaining agreement.

- S -

Settlement – A form of dispute resolution that normally takes place after formal charges or complaints have been filed in court or with formal agency dispute resolution systems and before the adjudicator, judge or arbitrator has rendered a decision. See *Award*.

Settlement Judges (ADR)* – A settlement judge serves as a mediator or neutral evaluator in cases pending before a tribunal. The settlement judge is usually a second judge from the same body as the judge who will ultimately make the decision if the case is not resolve by the parties. Magistrates in the federal court system often serve as settlement judges and may require attendance of senior officials and business heads that have decision making authority.

Stakeholder/Affected Party – Individuals, organizations, and agencies who have a share, an interest, or will be affected by decisions relating to an issue in dispute.

Standby – A work status wherein the employee is required to stay at the duty station and be ready for immediate assignment with a minimum of advance notice.

Statute – A law.

Substantial Evidence – That degree of information which a reasonable mind, considering the records as a whole, might expect as adequate to support a conclusion that the matter asserted is true. (Article 25, Section 4(H)(1)).

Summary Jury Trial (SJT) (ADR)* – SJTs are court-run programs. The purpose is to give the parties a peek at how a real jury might decide their case without going to the expense and time of a real trial. It is a short proceeding, generally one-half (1/2) to one (1) day, in which the attorneys for the parties to the dispute are each given about an hour to summarize their case. The jury's decision is non-binding unless the parties have agreed to accept it as binding ahead of time. One advantage of an SJT is that it gives parties who cannot afford a full trial their day in court. Settlements often occur immediately after SJTs.

Supervisor – In the federal service, supervisor means an individual having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

Supplemental Agreement – An agreement negotiated subsequent to the basic or initial agreement.

Suspension – Form of disciplinary action in which the employee is removed from the job for a stipulated time with the consequent loss of pay. Suspensions remain permanently in the employee's eOPF.

- T -

Telework – A coined term referring to a workplace that is variable in location. A simple application would be where an employee works in an office setting at certain times and elsewhere, such as at home, for the remainder of a defined employment period. It is generally assumed that the arrangement would have mutual benefit for the employer and employee in terms of personal convenience and fiscal saving.

Third Party Neutral – Individual(s) not aligned with, supporting, or favoring either side in a dispute; belonging to neither side; indifferent.

- U -

Unfair Labor Practice – Action by either an employer or union which violates the Federal Service Labor-Management Relations Statute.

Union – The International Association of Machinists and Aerospace Workers, American Federation of Labor, Committee for Industrial Organization, Canadian Labour Congress, National Federation of Federal Employees, Federal Local (Lodge) 2052.

Union Observer – Person present at an event, but not participating.

USC – United States Code.

- W -

Wage Grade Employees – Federal government employees, in trades and labor occupations, whose rates of pay are determined on the basis of prevailing rates for comparable work in the area and fall under the coverage of the Federal Wage System.

***Glossary terms with (ADR) after the term, indicates forms of Alternate Dispute Resolution.**

APPENDIX B – REFERENCES

There are references to laws and regulations throughout the Contract. The Union will have on hand references; for your convenience, you can access these via the Internet at the following addresses:

BLM Manuals <http://web.blm.gov/internal/wo-500/directives/dir-manu/manu-dir.html>

CFR - Code of Federal Regulations <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>

DM Manuals/Policies <http://elips.doi.gov/ELIPS/Welcome.aspx>

EEOC http://www1.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf

Federal Labor Relations Authority <http://www.flra.gov/>

Federal Labor Standards Act <http://www.dol.gov/whd/flsa/>

Garrity Rights <http://www.garrityrights.org/basics.html>

Information Bulletins (IBs) located at BLM Intranet/SharePoint/Document Center/Idaho Directives Library (Select Directive year and double click to access IB)

Instructional Memorandums (IMs) located at BLM Intranet/SharePoint/Document Center/Idaho Directives Library (Select Directive year and double click to access IM)

Interagency Standards for Fire and Fire Aviation Operations
https://www.nifc.gov/policies/pol_ref_redbook.html

Kalkines Warning <http://www.apwuiowa.com/Kalkines%20Warning.pdf>

Miranda Rights <http://www.mirandarights.org/>

OMB Circular A-76 <https://www.fas.org/sgp/crs/natsec/RL30392.pdf>

Performance Handbook (370 DM 430)
[https://blmspace.blm.doi.net/id/sites/hr/web/Ethics,%20Employee%20and%20Labor%20Relations/Employee%20Relations%20\(ER\)/EPAP%20Handbook.pdf](https://blmspace.blm.doi.net/id/sites/hr/web/Ethics,%20Employee%20and%20Labor%20Relations/Employee%20Relations%20(ER)/EPAP%20Handbook.pdf)

Rehabilitation Act of 1973, American with Disabilities Act <http://www.ada.gov/cguide.htm>

Title VII of the Civil Rights Act <http://www.eeoc.gov/laws/statutes/titlevii.cfm>

USC - United States Code (Title 5) <http://www.fas.org/irp/offdocs/laws/usc05.html>

Weingarten Rights <https://www.umass.edu/usa/weingarten.htm>

Whistleblower Protection Act <https://www.sec.gov/eeoinfo/whistleblowers.htm>