

AGREEMENT
between
MONONGAHELA NATIONAL FOREST
FOREST SERVICE
DEPARTMENT OF AGRICULTURE
and
LOCAL R4-88
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
Effective Date: January 19, 2019
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PREAMBLE

In accordance with the provisions of the Civil Service Reform Act of 1978, this Agreement is entered into between the Monongahela National Forest, hereinafter called the "Employer," U.S. Forest Service and U.S. Department of Agriculture, hereinafter called the "Agency," and the National Association of Government Employees, Local R4-88, hereinafter called the "Union."

In consideration of the mutual covenants herein set forth, the Parties hereto intending to be bound hereby agree as follows: Whereas it is the intent and purpose of the Parties hereto to promote and improve the efficient administration of the Monongahela National Forest and the wellbeing of employees within the meaning of statute, to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the Employer and to provide means for amicable discussion and adjustment of matters of mutual interest, and in fulfilling these responsibilities, the Parties do affirm that they will cooperate in all efforts to insure good relations among the Employer, the employee, and the local community.

This Agreement is executed pursuant to the exclusive recognition granted Local R4-88 of the National Association of Government Employee, (hereafter referred to as the Union) by the Monongahela National Forest, (hereinafter referred to as the Employer); whereas the efficient administration of the Government and the wellbeing of employees require that orderly and constructive relationships be maintained between the Parties hereto; and whereas subject to law and the paramount requirements of the public service, employee-management relations should be improved by providing employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Therefore, the Parties agree hereto as follows:

ARTICLE 1
Exclusive Recognition and Unit Determination

Section 1

The Employer recognizes the Union as the exclusive bargaining representative for all of its employees included within the bargaining unit as set forth below. The Union recognizes the responsibility of representing the interests of all employees in the Unit without discrimination and without regard to Union membership with respect to grievances, personnel policies and practices, and other matters affecting general working conditions subject to the expressed limitations set forth in succeeding Articles.

Section 2

The relationship between the Parties and this Agreement are established in accordance with the Certification of Representation issued May 4, 1971, by William B. Kane, Area Administrator, LMSA Pittsburgh Area Office. This representation unit covered by the recognition and this Agreement is composed of:

- (a) Included:** All nonprofessional employees of the Monongahela National Forest, U.S. Forest Service, and temporary employees of thirty days or more and career conditional/career seasonal employees.
- (b) Excluded:** All professional employees, management officials, confidential employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in the 5 U.S.C. § 7112 (b).

Section 3

When changing the bargaining unit status of a position from bargaining unit to non-bargaining unit, Management will notify the Union in writing with the rationale for the change. If the Union disagrees with Management's decision, the Union may file a petition with the Federal Labor Relations Authority (FLRA).

When the Union believes the bargaining unit status of a position should be changed, they will notify Management in writing with the rationale for the change. If the Parties are unable to Agree, the Union may file a petition with the FLRA.

Nothing in this subsection will affect Management's right to assign work.

ARTICLE 2

Definitions

The following definitions of terms used in this Agreement shall apply:

Adverse Actions: As defined in 5 CFR Part 752, adverse actions are removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less.

Agency: An Executive Agency as defined in Title 5 U.S.C. § 7103 (a)(3). This term usually refers to the Forest Service or the US Department of Agriculture, but it is equivalent to Employer or Management.

Area of Consideration: The area, organization, or group of organizations in which a search is made for eligible applicants to fill vacancies.

Bargaining Unit Employees (BUE): An individual employed by the Forest Service and as defined in Article 1 Section 2 (a) of this Agreement and in accordance with Title 5 U.S.C. § 7103 (a)(2). Title 5 U.S.C. § 7103 (a)(2) defines an “employee” as only those individuals currently employed. This definition does not include individuals who are applicants for employment. Temporaries cease to be employees after termination, regardless of rehire eligibility.

Commuting Area: Any population center, or two or more neighboring ones, and the surrounding localities in which people can reasonably be expected to travel back and forth daily. Under this definition, and for the purposes of Articles 28 and 29 of this Agreement, the standard commuting area will be 49 miles.

Competitive Area: For the purposes of Articles 28 and 29 of this Agreement, employees of Monongahela National Forest compete with other Monongahela National Forest employees who are in the same commuting area.

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

Demonstration Opportunity: The period of time provided for an employee to demonstrate acceptable performance in a critical element(s) previously determined to not attain the Fully Successful level, generally requiring a formal Demonstration Opportunity Plan.

Detail: The temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to their regular duties at the end of the assignment.

Emergency Situation: An emergency situation will be defined by Management, but typically is a situation which poses immediate and unforeseen circumstances beyond reasonable control or ability to anticipate.

Family Member: Spouse, parents, grandparents, children, including adopted children and spouses thereof; grandchildren, brothers and sisters and spouses thereof; domestic partners and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Grievance means any complaint:

- (a) by any unit employee concerning any matter relating to the employment of the employee;
- (b) by the Union concerning any matter relating to employment of unit employees; or
- (c) by any unit employee, the Union or the Employer concerning:

- (1) the effect or interpretation, or a claim of breach of this agreement; or
- (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Leave Without Pay (LWOP): a temporary, non-pay status and absence from duty.

Management: This term is equivalent to Employer or Agency and means all levels of Management to which the Forest Service assigns managerial or supervisory duties. This term usually refers to Supervisors or Managers on the Monongahela National Forest.

Negotiations: is defined as collective bargaining between the Agency and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and

matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Official Bulletin Boards: A bulletin board upon which required personnel notices are posted. These will be located at each work site.

Outreach: A Forest Service method of sharing information on prospective job openings and gathering information on interested candidates.

Overtime: As it applies to nonexempt employees, overtime are hours of work in excess of 8 hours in a day or 40 hours in an administrative workweek and includes suffered or permitted. There are exceptions for employees on Alternate Work Schedules and Law Enforcement Officers.

- Flexible Work Schedule. Hours of work in excess of 8 hours in a day or 40 hours in a week that are officially ordered or approved in advance by supervision. Cannot include suffered or permitted.
- Compressed Work Schedule. Hours worked in excess of the established compressed work schedule that are officially ordered or approved by supervision. Also includes suffered or permitted.
- First-40 Tour of Duty. Overtime hours are hours worked in excess of 40 hours in a week that are officially ordered or approved by supervision.

Parties: Normally, Parties with an upper case "P" indicates the Management and Union collectively.

Reasonable Accommodation: An adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the essential duties of that position, provided that such accommodation does not impose an undue hardship to the Agency.

Reduction-in-force (RIF): An Agency's action to reduce the number of occupied positions.

Reorganization: The elimination, addition, or redistribution of major functions or duties which would change the organizational structure.

Service Computation Date (SCD): For the purposes of seniority in this Agreement, service computation date will be computed on the basis of each employee's leave service computation date.

Supervisor: Title 5 U.S.C. § 7103 (a)(10) defines a "supervisor." As used in this Agreement the term usually represents the employees' first line supervisor to whom the employee reports for assignment, direction, and appraisal.

Temporary Promotion: The temporary assignment of an employee to a different position or set of duties that are higher graded than their encumbered position, for a specified period of time, when the employee meets all qualification standards as set by the Office of Personnel Management (OPM). The employee returns to their regular position or set of duties at the end of the assignment.

Union: For the purpose of this Agreement, the term "Union" means National Association of Government Employees, Local R4-88 and their properly designated officers, stewards, and other authorized representatives.

ARTICLE 3
Provision of Laws and Regulations

Section 1

In the administration of all matters covered by this Agreement, the Agency and Union shall be governed by applicable Federal laws and statutes, Departmental Regulations, Manuals and Handbooks, Forest Service Manuals, Handbooks and Policies, and local Forest Policies. Where any policies conflict with this Agreement, the Agreement will prevail.

ARTICLE 4

Matters Appropriate for Midterm Negotiations

Section 1

Matters appropriate for discussion or midterm negotiations between the Parties are policies and practices relating to conditions of employment which are within the discretion of the Agency, changes of laws, regulations or policies directive in nature to the Agency which may result in more than a de minimis change or an adverse impact to the conditions of employment.

Section 2

Either Party has the right, at reasonable times, to confer with the other concerning subjects appropriate for discussion or midterm negotiations as outlined in Section 1, above. The Party desiring a meeting shall give reasonable notice to the other Party specifying the subject matter to be discussed and, if appropriate, summarizing the incident or conditions, if any, which necessitates the meeting.

Section 3

The Parties agree that changing conditions may create a need for either the Agency or the Union to propose midterm negotiations. The Parties may propose changes in conditions of employment if they are not in conflict with this Agreement.

Section 4

It is understood that the proper level for midterm negotiations is the Forest Supervisor, and/or designee, and the Union President, and/or designee.

Section 5

The Union shall have 15 days from the date of receipt of written notification to request a briefing and to provide a written request to bargain. The Parties shall establish ground rules for each negotiation within 30 days from initial notification. Within 15 days after the ground rules agreement, the Parties will commence bargaining. The Parties will exchange a complete set of written proposals at the initial negotiation session. Extensions or reductions of this time period will be by mutual agreement of the Parties.

Section 6

If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and when bargaining is required by law, to bargain in good faith to reach agreement with respect to the proposed changes to conditions of employment. Management agrees that it will not unilaterally implement the change until the Parties have negotiated as appropriate in accordance with the provisions of this Agreement and the law.

Section 7

Conditions of employment which include personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions (5 U.S.C. § 7103 (a)(14)) shall remain in effect unless modified through negotiations pursuant to Section 5 of this Article. However, if there is an emergency, the date of implementation is required by law, or if there is a compelling need in accordance with 5 U.S.C. § 7117, then post-implementation issue resolution or negotiations shall be appropriate.

ARTICLE 5
Management Rights

Section 1

The Agency retains all rights as prescribed by 5 U.S.C. § 7106 (a) and (b).

ARTICLE 6

Employee Rights

Section 1

In an atmosphere of mutual respect, working conditions shall be fair and equitable, and employees shall be treated without discrimination in regard to political affiliation, union activity, marital status, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights as permitted by law. It is therefore agreed that Management will endeavor to establish working conditions, which will be conducive to enhancing and improving employees' morale and efficiency.

- (a) Management will give direction, instruction and expectations to employees in a confidential manner and location, in an atmosphere that will avoid public embarrassment or ridicule.
- (b) An ill-founded basis, such as unsubstantiated rumors or gossip, shall not influence disciplinary or adverse actions against an employee.
- (c) No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal or be used as an example to threaten other employees.
- (d) An employee has a reasonable expectation to clear direction. When conflicting orders are given by responsible officials, the employee will immediately advise the official who issued the latest order that a conflict exists and allow the official to determine which order shall be followed. The employee will notify their first line supervisor or other management official in their chain of command of the conflict as soon as practical.

Section 2

All employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization, or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978, the Labor Statute, and applicable laws and regulations. In the exercise of this right, employees shall be free from any and all interference, coercion, restraint, and discrimination. Union membership shall not be encouraged or discouraged by any supervisor or management official.

Except as otherwise provided, and in accordance with 5 U.S.C. § 7102, employees have the right to act for the National Association of Government Employees in the capacity of a representative and the right in that capacity to present the views of the National Association of Government Employees to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 3

All employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established Agency policy.

Section 4

Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 5

An employee has the right (commonly known as the Weingarten Right) to Union representation if they request such representation at any examination in connection with an investigation if the employee reasonably believes disciplinary action could result from the examination.

Section 6

Upon request, an employee has the right to representation by the Union at any meeting when the employee has a grievance concerning conditions of employment. Employees will use the proper time and attendance code as directed.

Section 7

During the month of June, Management will notify employees of their Weingarten Right. Management will specifically advise all Special Agents and employees empowered to conduct an investigative interview, in writing annually, of the Union's coverage, the employee's right to request Union representation and their subsequent obligations prior to continuing. Management will include the annual notification in the new employee orientation package and will permanently post the notification on the Employee Information Bulletin Boards.

Employees have the right to reasonable confidentiality when they are involved in a management inquiry or investigation. Management will share associated information, including that an examination will occur or has occurred, only with those who have a specific need to know. However, the Union may be informed where and when a representative may be requested in a potential Weingarten situation, for the purpose of allowing a union representative to be readily available.

Section 8

Employees are obligated to give information to authorized representatives of the Agency when called upon if the inquiry relates to official matters and the information is obtained in the course of employment or as a result of relationships incident to such employment. This shall include the furnishing of a signed statement. Failure to respond to requests for information or to appear as a witness in an official proceeding may result in disciplinary action. Nothing herein shall be deemed to infringe upon an employee's right to invoke the protection of the Fifth Amendment to the Constitution with respect to self-incrimination in a criminal investigation.

Section 9

Employees have the freedom to exercise any right of appeal granted by law, rule, regulation, or this Agreement without fear of reprisal.

Section 10

Consistent with statute and government-wide regulations, employees shall have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit in accordance with 5 CFR Part 2635, 5 CFR Part 735 and 5 CFR Part 8301 and any other applicable law, rule, or regulation. Employees are not required to seek advance approval of outside employment with the exception of OGE 450 filers. All employees who engage in outside employment are subject to ethics regulations pertaining to conflict of interest. Employees are encouraged to seek advice from their ethics advisors on potential conflict of interest situations at any time.

(a) An employee may participate in the activities of national or state political parties as prescribed by law. Employees may participate in the affairs of, or accept an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, non-profit educational and recreational, public service, or civic organizations. Employees can invest their money, donate to charity and participate in similar type of activities freely.

(b) An employee shall not accept a fee, compensation, gift, payment of expense or any other thing of monetary value in circumstances in which the acceptance may result in, or create the

appearance of, a conflict of interest. An employee shall not engage in outside employment which tends to impair their mental or physical capacity to perform their job, nor may they receive any salary or anything of monetary value from a private source as compensation for their Government services.

Section 11

Management will consider an employee's request for reassignment and respond in writing if requested. An employee's request for reassignment due to hardship will be reviewed and a written decision will be provided within 30 days of the request.

Section 12

Management will inform employees of pertinent rules, regulations, and policies.

Section 13

Admonishment, verbal warning, or counseling on unacceptable performance will be conducted privately. However, in special job-related situations involving safety and/or well-being of employees, immediate intervention may be appropriate (e.g., co-worker harassment or safety violations). This should always be done in a professional and respectful manner.

Section 14

Employees may question assignments which they believe violate law, policy and/or regulations without reprisal.

ARTICLE 7

Union Rights and Obligations

Section 1

Consistent with statute and this Agreement, the Union is entitled to act for, or represent the interests of all employees of the Unit, either collectively or individually, described in Article 1 – Exclusive Recognition, of this Agreement. Management will not bypass the Union by entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning all matters affecting personnel policies, practices, or working conditions or any other matters that may be negotiable with the Union. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or disability.

Section 2

The Union recognizes the responsibility of representing the interests of all employees within the Unit it represents without discrimination and without regard to labor organization membership consistent with this Agreement and statute.

Section 3

Representatives of the Union shall be given the opportunity to be present at any formal discussion between a representative of the Agency and one or more employees in the Unit concerning any grievance or any personnel policy or practices, or other condition of employment. The right of the Union to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. Further, the Union shall be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Agency in connection with an investigation if:

- (a) the employee reasonably believes that the examination may result in disciplinary action against the employee, and
- (b) the employee requests representation.

Section 4

Data in Management's possession will be available for use in resolving any question, complaint, or grievance, pursuant to 5 U.S.C. § 7114 (b)(4).

Section 5

The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal, or when raising matters of concern or dissatisfaction with Management. The Union has the exclusive right to represent employees under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance without representation by the Union, provided that the Union is a party to all discussions and grievance processing. In any case, the Union shall have the right to be present at the settlement. The settlement must be consistent with the terms of this Agreement. For written grievances, the Union will have access to all written responses upon request. The Union will be given copies of all decisions.

ARTICLE 8

Union Representation

Section 1

Pursuant to 5 U.S.C. § 7114 (a)(1), the Agency recognizes NAGE Local R4-88 (i.e., Union) as the exclusive representative of the employees in the bargaining unit. As such, the Union is solely entitled to designate representatives for the purposes of collective bargaining, the filing of grievances, and other labor-management relations activities in accordance with applicable law, regulation and this Collective Bargaining Agreement. The total number of employees who receive taxpayer funded time for union activity in the unit will be no higher than 10 percent of all bargaining unit employees in the unit in any specific fiscal year. This calculation will be based on the number of bargaining unit employees on the rolls as of June 30th and will be rounded up to the nearest whole number.

The names of union officials will be posted by the Union on bulletin boards where union material is posted. The local Union President will notify the Forest Supervisor or their designated acting management official and the servicing Labor Relations Specialist of all changes in the roster of union officials.

Section 2

In the interest of efficient conduct of government business and the economical use of government time, internal union business will be conducted during the non-duty hours of the Union representative and employees involved. Internal union business includes, but is not limited to: solicitation of Union membership, collection of dues, campaigning for Union officers, conducting elections for employee organization officers, and distribution of literature.

Section 3

Union officials are authorized a reasonable amount of taxpayer-funded union time (i.e., official time) during regular duty hours, without loss of pay or charge to leave, in accordance with applicable law, regulation, and this Collective Bargaining Agreement. Management officials agree that there will be no restraint, interference, coercion, or discrimination against union officials because of the performance of these duties.

Section 4

A Union official, while on union business within the terms of this Agreement, shall obtain the permission of their immediate supervisor prior to leaving their assigned work area to conduct such business. If the Union official enters another work area, they will obtain the permission of the supervisor present prior to conducting union business. If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union official can visit the employee. The Union will notify the servicing Labor Relations Specialist and Forest Supervisor or their designated acting management official at least one (1) day in advance of site visits by National Representatives.

Section 5

Union officials will be granted a reasonable amount of taxpayer-funded union time for the administration of this Agreement and its supplements, provided that the requested time is also reasonable, necessary and in the public interest for representation of bargaining unit employees. Appropriate representational duties include: meeting and conferring with Management officials, reviewing management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions; receiving, reviewing, preparing, and presenting grievances; handling employee complaints such as FLRA, MSPB, EEO, GAO, etc.; preparing for negotiations; negotiating; preparing reports required by 5 U.S.C. § 7120 (c); and performing other representational functions as specified in this Agreement.

All taxpayer-funded union time must be properly coded on the employee's T&A report. The Parties agree that administration of this Agreement is of mutual benefit. Therefore, when the Parties agree, those employees, including permanent seasonal employees, in off-duty status who are needed to effectively resolve complaints and Labor-Management issues will be paid appropriately as mandated by applicable law or case law for the time spent administering this Agreement.

Section 6

The Agency may authorize travel and/or per diem, in accordance with Article 21 - Travel and Per Diem, to employees who serve as Union representatives whenever travel outside the local commuting area is required for the performance of the following representation functions: arbitrations and appeals; negotiating and consulting with Management; and attendance at management sponsored conferences, meetings and trainings. If Management does not approve travel associated with approved official time, the Union official may elevate the issue to the Forest Supervisor. The Forest Supervisor or their designated acting management official will respond within sufficient time to avoid delay of the representational activity.

Section 7

A Union representative requesting release for taxpayer-funded union time will inform their supervisor of the type of representational matter, the approximate length of time needed, the location where the representative will be, and a way to contact them if away from their duty station. The decision to approve, delay, or deny a request for release will be made by Management. If the representative cannot be released immediately due to work requirements, the representative will be released as soon as possible after the work requirement is met or other appropriate arrangements are made. Normally, ordinary workload will not preclude the release of the representative. If a delay in releasing a representative for representational functions involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

Section 8

The total union time rate (number of duty hours used for taxpayer-funded union time divided by the number of bargaining unit employees) per fiscal year shall not exceed 2.1. The union time rate will be determined by using the number of bargaining unit employees on the roll as of June 30th of each fiscal year. The union time rate calculation does not include the time spent administering 5 U.S.C. § 7131 (a) and (c), or training as outlined in Article 41 - Distribution and Article 16 - Union Training. If the Union has exhausted the allotted hours for the year, they may request that Management approve additional hours of official time release and Management will make a determination on a case by case basis, in accordance with Section 5 and Section 7.

Section 9

A unit employee will be allowed time without charge to leave or loss of pay to make a presentation at a hearing before the Local Wage Survey Committee when scheduled to do so by the Committee and when selected by the Union as an official representative of the Union within the normally scheduled work day.

Section 10

Union representatives will use the most economical efforts to resolve representational matters by use of telephones, mail, email, or other telecommunications in accordance with Article 40 - Use of Official Facilities and Services.

Section 11

Management will provide the Union a copy of the agenda for Forest Leadership Team meetings and may invite a Union representative when the subject matters may impact bargaining unit employees.

If after review of the agenda the Union believes a topic to have a bargaining obligation, but was not invited, they may make a request to the Forest Supervisor or the designated acting management official to be invited. Upon receiving the request Management may invite the Union, or they will provide an explanation why the Union's attendance isn't necessary.

ARTICLE 9
Equal Employment Opportunity (EEO)

Section 1

The Agency and Union affirm their commitment to providing equal opportunity for employment, training, and promotion and will not discriminate because of political affiliation, marital or familial status, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information, or other non-merit factors.

Section 2

The Parties support a diverse workforce. The Parties encourage the Forest to maintain operation of a Forest Civil Rights Committee. A Union representative or a bargaining unit employee designated by the Union may participate on this committee.

To facilitate early resolution of potential issues, the Union may raise workplace concerns or EEO problems of which they are aware.

Section 3

The Employer's Equal Employment Opportunity (EEO) program is designed to promote equal employment opportunity in every aspect of the Employer's personnel policy and practice in accordance with applicable law, government-wide rules, and federal regulations. The EEO program will be administered in accordance with government-wide law, rule, and federal regulation; as well as Departmental Manuals/Regulations, currently 4300-001 EEO Complaint Processing Procedures/4300-007- Processing EEO Complaints of Discrimination.

Any allegation of discrimination or any acts of reprisal against an employee who has engaged in protected EEO activity that are not appealable to the EEOC may be raised through other avenues, including but not limited to: filing a grievance, MSPB where applicable, or through the Agency's anti-harassment program.

Section 4

The Parties support the rights of all employees to exercise their rights under the civil rights statutes.

Section 5

Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.

Section 6

Management will post information regarding filing of EEO complaints on office bulletin boards at each physical location and will make all employees aware of the process and procedures for contacting an EEO counselor.

Section 7

Management agrees to provide the Union, upon request, current statistics concerning discrimination complaints filed by employees consistent with applicable laws, rules, and regulations regarding the release of information.

Section 8

In accordance with Section 501 of the Rehabilitation Act of 1973, as amended and other government-wide rules and regulations pertaining to the employment of individuals with disabilities, the Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities. Management will consider reasonable accommodations requests in accordance with 29 CFR § 1614.203. The Agency will follow DM 4300-002, Reasonable Accommodation Procedures, with respect to requests for reasonable accommodations.

Throughout the reasonable accommodation process, at the request of the affected bargaining unit employee, a union representative may assist and advise the employee in obtaining resolution. When a union representative has previously been requested, the union representative will receive reasonable notice and an opportunity to attend meetings related to the disposition of reasonable accommodations.

The Parties support the Agency's compliance with DM 4300-008 Reasonable Accommodation for Employees and Applicants with Disabilities.

In accordance with statute, this Agreement, and Departmental rules and regulations, Management will provide a reasonable accommodation for known religious needs, physical or mental limitations of employees with disabilities, unless the accommodation will impose an undue hardship to the Agency. Management agrees to provide interpreter services for those employees with identified hearing-impaired needs. To the extent possible, interpreter services should be arranged in advance.

ARTICLE 10

Hours of Work and Basic Workweek

Section 1

Work schedule assignments will be based on the nature of the assigned work. Work schedules must be approved in advance to assure work objectives are met and to give employees a reasonable advanced notice. The work schedules that may be utilized are: Standard-fixed, Compressed-fixed, and several flexible schedules; the Standard-fixed is the default work schedule.

Section 2

Fixed Work Schedules will be administered in accordance with 5 CFR § 610.102. There are two types of Fixed Schedules, Standard or Compressed. The following definitions apply to both:

For those on a Fixed Schedule, the Regularly Scheduled Administrative Workweek (RSAW) means the period within an administrative workweek within which the employee is regularly scheduled to work including any regularly scheduled overtime hours. The term Tour of Duty (TOD) means the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek. An employee's RSAW will be recorded in the header of their Paycheck record.

If Management has a need to change the RSAW, TOD and/or any on-call schedule, they will provide notice in writing to the employee of changes. Notice will be provided at least one pay period in advance, except for emergencies and unforeseen situations, which would result in undue hardship in mission accomplishment and/or substantial additional cost. Management will give consideration to an employee's personal needs prior to changing the RSAW, TOD and/or on-call periods.

Employees may request to change their schedule at any time throughout the calendar year. Such requests should be submitted as far in advance as possible, and will be processed on a first come, first served basis. Employees do not need to provide a business justification for the schedule change. Management will provide their decision in writing within 14 days. When approved, schedule changes will take effect as soon as the first pay period following the date of approval. If the request is denied, the decision will state the reason for the denial. An employee may have Union representation, if requested, during discussions with Management about changes in their RSAW, TOD, and/or on-call period. Any remaining conflicts will be resolved in favor of the most senior employees, based on service computation date.

Section 3 Standard-Fixed Work Schedules

A standard work schedule consists of 5 consecutive 8 hour workdays, normally Monday through Friday, in which the employee has a set arrival and departure time. Exceptions may occur when work requirements make it necessary to include Saturdays and/or Sundays as part of the basic workweek for certain employees. Days off will normally be 2 consecutive days.

An employee's RSAW will generally fall between the hours of 6 a.m. and 6 p.m., on 5 consecutive days in each week of the pay period. The supervisor and employee will establish an initial work schedule, including start and end times for each day of the pay period. Upon supervisory approval, employees may permanently change the established starting and ending time of their RSAW. Management may make exceptions to these hours.

Section 4 Compressed Fixed Work Schedules

Compressed work schedules (CWS) are fixed schedules in which employees complete their basic work requirement in less than 10 days during a pay period, in accordance with 5 U.S.C. § 6120-6133.

Compressed schedules are fixed schedules, and employees may not vary the time of arrival or departure. Employees on a CWS will have scheduled hours of work that generally fall between 6:00am and 8:00pm. The supervisor and employee will establish an initial work schedule, including start and end times for each day of the pay period. Upon supervisory approval, employees may permanently change the established starting and ending time of their RSAW.

The following Compressed schedules may be approved by Management:

- (a) 4-10: The employee works four 10 hour days per week. Employee schedules day off with supervisor.
- (b) 5-4/9: The employee works eight 9 hour days with one 8 hour day. Employee schedules a choice of short day (8 hours) and a choice of day off with supervisor.

When approved for a CWS, employee selection of short days and off days, is subject to Supervisor approval. At the request of the employee, the supervisor may approve a temporary or permanent change in the scheduled off day or short day.

Employees on a CWS will receive pay for the number of hours they were scheduled to work on holidays, and will be required to account for the number of hours they were scheduled to work if they use leave. Full time employees on a CWS who are not scheduled to work on the holiday will receive an "in lieu of" holiday, normally on the preceding workday, in accordance with 5 U.S.C. § 6103.

Section 5 Flexible Work Schedules

- (a) Flexible Work Schedules (FWS) are schedules for which an employee may vary the length of their workday and/or workweek. For FWS, the term Basic Work Requirement means the number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave or otherwise. The administrative workweek for those on a Flexible Schedule is a period of 7 consecutive days beginning on Sunday. A flexible or compressed work schedule is a scheduled tour of duty and all work performed by an employee within the basic work requirement is considered regularly scheduled work for premium pay and hours of duty purposes (5 CFR § 610.111 (d)). Scheduled hours may vary from pay period to pay period, week-to-week, and day-to-day. An employee's tour of duty and established work schedule will be recorded in the header of the Paycheck record.
- (b) The following FWS may be approved by Management:
 - (1) Variable day schedule is a type of FWS containing core hours on each workday in the week and in which a full-time employee has a basic work requirement of 40 hours in each week of the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday within the week within the limits established in this article. Employees must work 5 consecutive days in each week of the pay period. For a part-time employee, the basic work requirement is the number of hours the employee must work in a week.
 - (2) Variable week schedule is a type of FWS containing core hours on each workday in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established in this article. Employees must work 5 consecutive days in each week of the pay period. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period.
 - (3) Maxiflex schedule is a type of FWS in which the employee may vary the number of hours per day and the number of days per week, accounting for at least 80 hours per pay period, including core hours. There are core hours on fewer than 10 workdays per pay period. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period.

- (4) Gliding schedule is a type of FWS in which a full-time employee has a basic work requirement of 8 hours in each day and 40 hours in each week. Employees may select a starting and stopping time each day within the established flexible hours. Employees must work 5 consecutive days in each week of the pay period.
- (c) A tour of duty under a FWS means the limits set by Management within which an employee must complete their basic work requirement. Employees and their supervisor are expected to communicate regularly about when and where the employee is working and what work activities are planned.
- (d) Flexible time bands are the times during the workday, workweek, or pay period within the tour of duty during which an employee covered by an FWS may choose to vary their times of arrival to and departure from the work site consistent with the duties and requirements of the position. (See 5 U.S.C. § 6122 (a)(2)). Employees, working with their supervisor, will establish a flexible time band of either 6 a.m. to 6 p.m. or 5 a.m. to 10 p.m. Sunday through Saturday.
- (e) Core hours are a component of FWS, will be established with the supervisor and will ordinarily remain consistent after they are initially established. Core Hours are the time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required by the Agency to be present for work, or otherwise account for their time. Employees may request, and supervisors may grant permanent or temporary deviations from core hours on a case-by-case basis
- (1) The default core hours for employees on Maxiflex schedules will be determined by the Supervisor and employee and include 3 days of the employee's tour of duty from 9 a.m. to 12 p.m., excluding a meal break.
- (2) The default core hours for employees on Variable Day and Variable Week schedules will be 9 a.m. to 12 p.m. on each day of the tour of duty, excluding a meal break.
- (f) Credit hours are those hours within a FWS that an employee elects to work, with supervisor approval, in excess of their basic work requirement so as to vary the length of a workweek or workday. Employees on a fixed schedule (Standard or Compressed) are not eligible to earn or use credit hours.
- (1) Credit hours are earned at the election of the employee and cannot be assigned. An employee may not be forced to earn credit hours. No coercion may be placed on any employee for the purpose of interfering with that employee's right under a FWS to elect a time of arrival or departure and to work or not work credit hours (5 U.S.C. § 6132).
- (2) Employees must request approval from their supervisor to earn credit hours, by notifying the supervisor of their intent to earn credit hours at least 2 hours in advance, including the work they plan to perform and approximate time; however, supervisors have the right to deny the earning of credit hours if there is no assigned work that may be performed during that time. Employees and supervisors may mutually agree on alternate arrangements for exceptions to obtaining prior approval regarding the earning of credit hours on a continuing basis. In either case, the supervisor shall be informed as soon as practical that the hours were worked.
- (3) Employees have the option of recording credit hours earned daily or after 80 hours.
- (4) Credit hours may not be earned while an employee is in training. The earning of credit hours or compensation time for travel will be in accordance with existing law and regulation.
- (5) The use of credit hours must be scheduled and approved in advance like any other absence from work. The employee will be released from work unless there are work-related reasons to deny the request.
- (6) Credit hours may be earned and used within the same biweekly pay period, but credit hours must be earned before they can be used.
- (7) Credit hours may be used during core hours.
- (8) Employees cannot be forced to use credit hours.

- (9) A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with flexible work schedules. Employees on part-time tours may carry over credit hours on a prorated basis of one-fourth of their part-time tour hours.

Section 6 First 40 Hour Tour

The first 40 hour tour of duty will be used only when extenuating circumstances preclude a regular schedule of definite hours of duty for each workday of a RSAW in accordance with 5 CFR § 610.111 (b). First 40 hour tours will not be used to circumvent overtime pay or compressed work schedules.

Section 7

Management may restrict an employee on an FWS from electing to perform work as part of their basic work requirement on a Sunday in order to avoid the increased operational costs associated with Sunday premium pay; however, such an employee may elect to earn credit hours on a Sunday. Only employees who are regularly scheduled to work on Sunday are entitled to Sunday differential.

Section 8

Management has the responsibility to approve and monitor the work schedules of the employees. An employee may not be assigned to an FWS unless they request one. All employees may request in writing a change from their assigned Fixed Work Schedule, either Standard or Compressed, to any other schedule, including all FWS options described in this article. Employees do not have an entitlement to a CWS or an FWS. In reviewing an employee's request for a change in schedule, Management will consider the needs of the business unit, as well as the employee's productivity, the level of direct or indirect services furnished to customers, and the cost of operations. Denials of employee schedule requests shall be in writing, transmitted to the employee within 14 days, and include the rationale for the decision and upon request the Union will receive a copy.

Upon request, Management will provide the Union with a list of all positions that have been determined to be ineligible for compressed or flexible work schedule, including the name of the organizational unit, which schedules are inappropriate, and the reason for the determination.

Upon an employee's request, Management will remove an employee from an FWS within 1 pay period.

Section 9

Management may discontinue the CWS or FWS for an employee when they have identified an impact to the Agency based on the following criteria: (a) Productivity, (b) level of direct or indirect services furnished to customers, (c) cost of operations, other than reasonable administrative costs, or (d) to meet the mission of the Agency. Written notice shall be transmitted to the employee at least 10 days in advance and will include the rationale for the decision.

Any employee removed from a FWS will be assigned to a standard schedule or CWS, unless the employee requests, and the supervisor agrees, that another type of FWS or CWS is more suitable. Written notice shall be provided to the employee at least one pay period in advance and include the hours of work and basic workweek.

Section 10

Management will pay an employee reassigned from an FWS to a fixed schedule or CWS for all accumulated credit hours, not to exceed 24 hours, at the employee's regular rate of pay (5 U.S.C. § 6126 (b)) within three pay periods.

Section 11

When in official travel status away from their duty station, employees attending training that exceeds 2 days shall be temporarily placed on a schedule consisting of five 8 hour days and will be guaranteed 8 hours on each training day. Employees not in official travel status who attend training will remain in their normal work schedule and record their actual hours of training and work. For example, employees released from local training are expected to return to their duties or otherwise account for their time through leave, credit hours, or flexing their hours.

Section 12

Employees are required to take a minimum of 30 minutes for an unpaid meal break roughly halfway through their schedule on any day that they work more than 6 hours. Employees who are required to work during their scheduled meal period shall be compensated at the appropriate rate in accordance with 29 CFR § 785.19.

Section 13

The Agency agrees that employees will receive one 15 minute break per 4 hours worked, typically one before the lunch break and one after the lunch break. Breaks will not be combined with lunch or start/stop times, however may be used at any time before and after the lunch break.

Management will ensure that clean-up time or time spent preparing work for the next shift is compensated as hours worked. The Agency will consider situations where employees have clean-up needs and/or are working at sites located a distance from work facilities. Overtime is not authorized under this section unless directed by Management.

Section 14

Travel shall normally be scheduled to provide for the employee to travel during the basic workweek.

Section 15

Management may make short-term changes, of no more than one pay period, in work days and/or arrival and departure times that are necessary to accomplish the work objectives of the unit.

Decisions on short-term changes of any work schedule for any employee will not be arbitrary or capricious and will be based on work requirements. The changes must be administered fairly and equitably in the work unit affected. The Union will be notified of the changes at least 30 days in advance when possible.

Section 16

An employee may not work more than 12 hours in a day.

Section 17

Upon Management approval, an employee may be released to participate in fire assignments. Qualified employees register through Resource Ordering Status System (ROSS) and will not be selected in an arbitrary or capricious manner.

ARTICLE 11

Overtime

Section 1

Overtime work shall be paid for at the appropriate overtime rates in accordance with applicable regulations in 5 CFR § 550.112. Overtime rates shall include additional pay to which the employee is entitled. Management will determine the assignment of overtime. Overtime will normally be approved in advance.

Section 2

The Agency agrees that overtime work will be offered equitably among the employees who normally perform the same work during their usual work hours and to administer overtime in accordance with Fair Labor Standards Act (FLSA) and Title 5 provisions.

Section 3

Compensatory time off is time off from regularly scheduled work in lieu of overtime pay.

Compensatory time will be earned in accordance with 5 CFR Part 551 (FLSA).

For an employee to receive compensatory time off in lieu of overtime payments, the employee must request it in writing. Receiving compensatory time in lieu of overtime is completely voluntary for non-exempt employees.

Employees whose rate of basic pay is equal to, or less than the maximum rate of grade GS-10 will receive overtime pay, however, an employee may request that they be granted compensatory time off in lieu of overtime pay, the amount of time off to be equal to the hours of overtime time worked.

An employee whose basic rate of pay is in excess of the maximum rate of grade GS-10 may be required by the Agency to take compensatory time off in lieu of receiving overtime for overtime work.

Eligible employees may request compensatory time off in lieu of premium pay for overtime work.

Management shall not require the above-mentioned employees to take compensatory time in lieu of overtime pay. Management shall, to the extent practicable, permit employees who earn compensatory time instead of overtime to use their compensatory time.

Earned compensatory time must be used within 26 pay periods from when it was earned. Normally, compensatory time off shall be granted before annual leave is approved. However, if annual leave would otherwise be forfeited the annual leave shall be granted before compensatory time off.

If compensatory time is not taken within the allowable time limit for circumstances beyond the control of the employee, then payment will be made for compensatory time at the overtime rate in effect when earned in accordance with 5 CFR § 550.114 (d).

Compensatory time off for travel must be used within 26 pay periods from when it was earned or it will be forfeited. It will also be forfeited upon voluntary transfer to another Agency, movement to a non-covered position, or upon separation from the Federal Government. Under no circumstances may an employee receive payment for unused compensatory time off for travel.

Section 4

Call-back overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which the employee is required to return to their place of employment after having already concluded their tour of duty and departed the work site. An overtime authorization must be completed for any overtime hours claimed.

An employee must receive a minimum of 2 hours overtime pay or compensatory time for call-back overtime when they are required to return to their place of employment for unscheduled overtime

work, regardless of whether the employee performs work for 2 hours. However, employees are not entitled to the 2 hour call-back overtime pay if the unscheduled overtime work merges with their regular tour and, therefore, no "call-back" is involved.

Employees who are contacted while in non-duty status and directed by Management to perform work but are not required to come into the work location, will be paid for hours worked, but are not guaranteed the minimum overtime hours described in this Section.

Section 5

Basic FLSA requirements will be posted on employee bulletin boards and webpage. All new employees, including affected seasonal and temporary employees will be made knowledgeable of FLSA provisions.

Section 6

"Stand-by" status is considered to be compensable time, in accordance with 5 CFR § 550.112 (k). Stand-by duty:

- (1) An employee is on duty, and time spent on standby duty is hours of work if, for work related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for their own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform their duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications.
- (2) An employee is not considered restricted for "work-related reasons" if, for example, the employee remains at the post of duty voluntarily, or if the restriction is a natural result of geographic isolation or the fact that the employee resides on the Agency's premises. For example, in the case of an employee assigned to work in a remote wild land area or on a ship, the fact that the employee has limited mobility when relieved from duty would not be a basis for finding that the employee is restricted for work-related reasons.

Section 7

Management recognizes that "On-Call" status is completely voluntary and no employee is required to serve in such a capacity, in accordance with 5 § CFR 550.112 (l).

It is recognized that certain geographic areas may not be conducive to on call status due to the restrictions in the use of electronic devices (e.g., cell phones, radios, pagers). Managers should consider this prior to placing an employee in "on-call" status.

On-call status. An employee is off duty, and time spent in an on-call status is not hours of work if:

- (a) The employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius;
- OR**
- (b) The employee is allowed to make arrangements for another person to perform any work that may arise during the on-call period.

ARTICLE 12 Holidays

Section 1

Employees shall be entitled to all federal holidays in accordance with [5 U.S.C. § 6103 § 6104 and § 6124](#) and any that may be designated by Executive Order.

ARTICLE 13

Annual Leave

Section 1

The employee shall earn and be granted annual leave in accordance with applicable regulations.

Section 2

No employee will be required to give an explanation for what purpose annual leave is requested.

Section 3

An employee whose personal religious beliefs require that they abstain from work during limited periods of time will be granted annual leave or credit hours or compensatory time off or leave without pay upon request for such periods, unless the presence of the employee is necessary for the efficient operation of the workplace. The employee may elect instead to engage in alternative work hours for time lost for meeting those religious requirements. The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay). With Management's approval, any employee who so requests such change of hours may be granted compensatory time off from his or her scheduled tour of duty for such religious reasons, in accordance with 5 CFR § 550.1002

Section 4

An employee will be granted sick leave, annual leave, leave without pay, credit hours, or compensatory time off if requested in case of death in the immediate family. Family member is defined as: spouse, parents, grandparents, children, including adopted children and spouses thereof; grandchildren, brothers and sisters and spouses thereof; domestic partners and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Management will make every effort to grant leave in case of death of other relatives or friends.

Section 5

Consistent with workload and staffing requirements and when the request is submitted with sufficient advance notice, Management agrees that an employee's request for annual leave will be granted. Approval of request for annual leave of unforeseen emergency reasons will be granted as the circumstances warrant. Management will consider traditional employee leave usage in granting leave.

Section 6

Every effort should be made by the employee to schedule leave in a manner consistent with good practices that would preclude forfeiture of annual leave. When sickness, workload, or other factors exist that would cause the unit employee to lose approved annual leave, it will be subject to regulations for restoration of annual leave. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of leave.

Section 7

Approval of leave is not to be presumed. It is the responsibility of the employee to confirm that the request for leave has been approved. Management should act on the request for leave as soon as practicable not to exceed 14 days following submittal and shall inform the employee of the decision.

Section 8

Management will make every reasonable effort to avoid calling an employee back from leave.

ARTICLE 14 Sick Leave

Section 1

Employees will accrue sick leave in accordance with applicable laws and regulations. The Union joins the Agency in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave, so it will be available to them in case of extended illness according to 5 CFR § 630.401.

Section 2

Earned sick leave shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty shall notify the supervisor or the supervisor's designee, as soon as possible prior to the start of the employee's shift, but not later than two hours after the start of the shift, unless emergency conditions preclude such notification.

Section 3

Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and a mother's period of incapacitation as defined in 5 CFR § 630.1202, for medical, dental, or optical examination or treatment. Request for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment, unless precluded by emergency conditions.

Section 4

An absence covering pregnancy and a mother's period of incapacitation is to be treated like any other medically certified temporary disability. The granting of leave for maternity/paternity reasons may be a combination of as many as three separate kinds of leave: sick leave, annual leave, and leave without pay, or other pay categories such as compensatory time or credit hours. The same leave policies, regulations, and procedures will be applied, including the guidelines on advancing leave, as are applicable to requests for leave. An employee may use sick leave only for periods of sickness and other incapacitation or for purposes related to the adoption of a child. An employee may use annual leave, compensatory time, credit hours or leave without pay to care for a healthy newborn or newly adopted child. An employee should make known their intent to request leave for maternity/paternity reasons as soon as practical, including approximate dates, to allow the unit to make necessary staffing adjustments. The maternal employee should consult their health care provider regarding any working conditions which their supervisor perceives as potentially harmful. The employee should also inform their supervisor of their plans regarding return to work.

A pregnant employee will be allowed to work as long as their health care provider feel it is wise, prior to delivery of the child. Management will make a reasonable effort to adjust working conditions when necessary as required by law. Continued employment will be ensured in the same or like position for an employee who wishes to return to work, unless termination is otherwise required by termination of appointment, reduction-in-force, or other unrelated reason. A request for parental leave should be considered under the general guidelines under the Family and Medical Leave Act and/or annual and sick leave regulations per 5 CFR § 630.1201-1211.

Section 5

When a physician's services are not required, the employee must provide administratively acceptable evidence. If the employee is under valid sick leave restriction or there is a reasonable suspicion of abuse, documentation may be requested in accordance with 5 CFR § 630.402 and 5 CFR § 630.403.

In cases where sick leave abuse is suspected based on pattern, quantity, or misrepresentation of the need, the employee shall first be advised orally that, because of the questionable sick leave practices, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about the desired improvement in their sick leave record, they will be advised in writing that all future requests for sick leave must be supported by a medical certificate.

This requirement shall be reviewed by the immediate supervisor at the end of six months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision by the immediate supervisor.

Section 6

When a medical official has certified that an employee has temporary physical restrictions that preclude the full performance of the duties of their assigned position, Management agrees to attempt to assign duties that the employee can perform within the given restrictions for a reasonable period of time, normally no longer than 30 days. If no such duties are available within the employee's work unit, at the request of the employee, the supervisor may attempt to find an assignment in another work location.

Section 7

Management will undertake every reasonable effort to place in a continuing position an employee with physical limitations in accordance with the American Disabilities Act and the Rehabilitation Act.

ARTICLE 15

Other Leave and Excused Absences

Section 1

Administrative Leave may be granted in accordance with applicable law (5 U.S.C. § 6329), government wide rule and regulation, 5 CFR Part 630 and this Agreement.

Section 2

The Agency agrees that court leave, consistent with applicable regulations, will be granted for the purpose of performing jury duty, qualifying for jury duty, or as a witness. Before court leave is granted, an employee must present a copy of the official summons prior to beginning the service.

It is agreed that when an employee is excused from jury service or discharged in time that would permit return to duty, they shall do so. This does not preclude an employee from requesting annual leave, leave without pay or other pay categories such as compensatory time or credit hours. Employees are not entitled to retain jury fees, except under the conditions specified by law or applicable regulation(s). However, monies paid to jurors or witnesses which are in the nature of "expenses" (e.g., transportation) do not have to be reimbursed to the Agency.

Section 3

Administrative Leave may be granted for voting purposes and registering to vote in accordance with existing Office of Personnel Management policy. Employees desiring administrative leave to vote will be granted the required time in accordance with existing rules and regulations upon request to the employee's supervisor in advance.

Section 4

Employees are encouraged to volunteer as uncompensated blood donors and with advanced supervisory approval will be granted up to 4 hours administrative leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donations site.

Compensated blood donors are required to take annual leave or leave without pay for any period of absence resulting from making the blood donation.

Section 5

If weather conditions are severe the office may be closed for all or part of the day based on the decision of Management. In accordance with applicable statute and regulation and when the Agency determines that employees cannot travel safely to/from, or perform work at, their normal work site, a telework site, or other approved location because of severe weather or other emergency, employees will be granted a reasonable amount of "Weather and Safety Leave".

When the decision has not been made to close the office, but an employee chooses to either avoid the risk of traveling to the office or delay arrival until conditions improve, they may flex their schedule, or use annual leave, accrued credit hours, compensatory time or leave without pay. If the employee makes a personal decision not to commute to the office due to hazardous weather conditions, they are to contact their supervisor within 30 minutes of their normally expected arrival time to advise them of their decision. The governing procedures for Weather and Safety Leave or telework arrangement include those statutes, regulations and Agency policies, which exist at the time this Agreement is approved.

Section 6

Administrative of Weather and Safety Leave will be in accordance with 5 CFR Part 630. Examples can be found in OPM Guidance on Governmentwide Dismissal and Closure Procedures and may include, but are not limited to:

- (a) During the time that Management has determined that the office is closed, employees with an approved telework agreement who are prepared to telework will be expected to telework. If employees do not meet the criteria to telework, they will be granted Weather and Safety Leave.
- (b) If in Management's judgement the conditions could not be reasonably anticipated, Management may provide Weather and Safety Leave, rather than require telework. If an employee is prevented from safely working at the approved telework site, due to circumstances arising from the hazardous conditions, Management may at its discretion provide Weather and Safety Leave.
- (c) If an employee had previously scheduled leave during the hours that the office is closed, they will continue to charge that leave, unless the reason for the leave has also changed due to the hazardous conditions.
- (d) If an employee chooses to utilize leave, compensatory time, or credit hours, for safety concerns that lead to a Management decision to close the office later that day, the employee will only be charged leave for the time up to the office closure and at the time of the closure, the above expectations and rules apply, unless the employee chooses to stay on leave.
- (e) In the event of another type of emergency causing an office closure (e.g., breakdown of heating equipment, broken water pipes, etc.) employees with an approved telework agreement who are prepared to telework will be expected to telework. If employees do not meet the criteria to telework, they will be granted Weather and Safety Leave.

Section 7

Unavoidable tardiness and/or necessary periods of absence of less than one hour may be excused by the supervisor for adequate reasons. This type of excusal will be considered in rare and unusual circumstances when the supervisor deems this is most appropriate. It will not be used in conjunction with leave.

Section 8

Time is recorded on the official time sheet in 15-minute increments. Employees may round their time to the nearest quarter hour.

Section 9

Upon request, employees may be granted leave without pay (LWOP), including instances in which the employees have leave balances available. If requested, the possibility of granting advance leave in lieu of LWOP will be examined and may be granted where possible, if appropriate regulatory requirements are met. Employees, however, have an entitlement to LWOP in the following situations:

- (a) The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with the entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See CFR Part 630, subpart L.)
- (b) The Uniformed Services Employment and Reemployment Rights Act of 1994 (Pub.L.103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed services. (See CFR § 353.106)
- (c) Executive Order 5396, July 17, 1930 provides that disabled veterans are entitled to LWOP for necessary medical treatment.

(d) Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits.

Section 10

Military Leave will be granted to employees who are members of the National Guard or Reserves in accordance with 5 U.S.C. § 6323.

Section 11

The employee must provide notice of their intent to take Family and Medical Leave not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable. The Agency may request medical certification for FMLA leave.

Section 12

Employees will be granted unscheduled leave in accordance with the applicable regulations, including but not limited to 5 CFR Parts 6321, 6323, 6326, and 6328, to make arrangements and/or attend a funeral service.

ARTICLE 16

Union Training

Section 1

Upon request, Union representatives may be granted release, and/or taxpayer-funded union time, to attend sponsored training that is representational in nature. The Union shall submit in writing to the Forest Supervisor normally at least 14 days in advance, any request for training, to include the following information: Name(s) of representative(s); date, time, place of training or orientation sessions; specific subject matter to be covered, if the matter is of mutual concern, and the benefits from such training that are expected to be derived by the Agency. Management will respond to the request within 7 days. Management may approve or deny release for the event, and if approved will determine if taxpayer-funded union time for the training will be granted. If release is denied, Management will include the reason for denial and if appropriate the next available release date.

Following the process above, the President will be granted up to 32 hours per calendar year, and may be granted additional hours where appropriate, to attend Union training that is representational in nature. Any approved travel time will not be counted toward this 32 hours.

Section 2

Consistent with the needs of the Agency, applicable law and regulations, and upon advance written request, an employee selected or appointed by the Union to serve as a delegate to Union activities shall be given special consideration for annual leave or leave without pay to attend such activity.

Section 3

Officially approved or jointly sponsored activities by the Agency and Union of an official nature will be conducted on official time.

Section 4

Travel and per diem are allowable when taxpayer funded union time is approved and funding is available, however they are not entitlements under 5 U.S.C. Chapter 71 or automatically authorized when release is granted. Management may determine that travel costs are appropriate if the Union provides information about the benefits of the training to the Agency as described in Section 1.

ARTICLE 17

Employee Training and Development

Section 1

The Agency shall exercise responsibility, under 5 U.S.C. Chapter 41, Training and 5 CFR Part 410, for the establishment of training programs within the unit to increase efficiency and effectiveness. The Parties recognize the value of a well-trained work force and the need for a balanced, well-planned and conducted training effort for all employees. The Agency will, as the need arises, identify areas of skill in which scarcities exist. Further, Management will, to the maximum extent practicable, publicize training opportunities in these areas and inform the employees how to apply for this training for self-development. Selection for such training will be consistent with applicable law and regulations.

Section 2

The Union will stress to employees of the unit the need for self-development and self-initiated training to increase their efficiency and enhance their career potential.

Section 3

On-the-job and/or formal training will be provided as necessary to assist the employee in meeting the requirements of their position.

Section 4

Each employee shall receive equal consideration to participate in training consistent with their qualifications, work experience and present job assignments.

Section 5

When training is given primarily to prepare employees for promotion (that is, an employee is not eligible for promotion unless they have completed the training), selection for the training is made under competitive promotion procedures. Upon request, the Union will be provided appropriate information concerning competitive training opportunities.

Section 6

Recognizing the need for flexibility, Management retains the right to schedule and assign employees to training, determine the investment to be made in training, and to select training methods and facilities. Management will endeavor to schedule training so that employees will not have to travel on weekends. For those employees enrolled in work-related classes not scheduled by the Agency, Management agrees to make a reasonable effort to enable an employee to adjust their work schedule if feasible, in order to attend. In accordance with law and regulation, employees will be compensated for all time spent completing mandatory training.

Section 7

The approved USDA on-line training system will be used by employees for documenting completed training. Employees will be trained on the USDA on-line system. Supervisors will assist employees where necessary.

Section 8

The Agency agrees to pay tuition expenses in advance or upon being billed by the institution or entity delivering the training for officially approved work-related courses and certifications. In certain circumstances the employee may pay the training costs of an officially approved work-related course, and the Agency will reimburse the employee upon successful completion of the course and after appropriate documentation has been provided.

Section 9

The Agency agrees to make necessary equipment available to all employees enrolled in approved training courses. When new equipment is introduced, the Agency will ensure employees are properly trained.

ARTICLE 18
Employees Assistance Program

Section 1

The Union and the Agency shall have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both Parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Employee Assistance Program (EAP) for professional screening and diagnosis. Employee participation in the EAP program shall be voluntary, however supervisors may refer employees to this program. The Agency will assist employees in developing an understanding of their rights, tools, methods and programs available to them. The employee must work to correct the problem, or they are subject to the existing disciplinary procedures for unsatisfactory job conduct and to adverse action procedures for unsatisfactory job performance.

Section 2

When, based on the interview or counseling session and the supervisor's observation of an employee's performance or conduct, it appears that referral to the Employee Assistance Program (EAP) is appropriate, the Union will fully support and assist in encouraging the employee to respond positively to referral. This support and assistance may include joint discussions between supervisor, employee and a Union representative.

Section 3

All discussions, counseling sessions, and records of the Employee Assistance Program, or any other program to which an employee may be referred, are completely confidential. No information may be disclosed to anyone without the prior written consent of the employee. (Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances).

Section 4

The employee's job security or promotional opportunities will not be jeopardized by their request for assistance.

Section 5

An Employee may bring a Union representative, or individual of their choice, to the initial discussion and any ensuing counseling sessions.

Section 6

The Agency shall publicize the EAP Program on official bulletin boards, in orientation of new employees, and in Employee Assistance updates in electronic communications systems.

ARTICLE 19

Safety and Health

Section 1

The Agency agrees to make every reasonable effort to provide necessary safety and protective equipment, maintain safe working conditions, and to provide adequate sanitary facilities at administrative sites and work centers in accordance with appropriate federal laws, regulations and policies. If it is determined that heat, light, relative humidity, ventilation, and space are not adequate in any work areas controlled by the Forest Service, corrective action will be taken to the extent feasible. In facilities not controlled by the Forest Service, such corrective action will be requested.

Section 2

The Parties will work cooperatively to ensure all employees work in a safe manner. It is further recognized that each employee is obligated to observe safe working practices for their own safety and to observe all safety rules for their protection and those who are working with or near them. The Employer agrees that employees are free, without fear of reprisal, to report unsafe conditions to appropriate officials in accordance with applicable law and regulation. The Agency will welcome at any time suggestions for practical and economically feasible ways to improve safety conditions or to correct validated hazards.

Section 3

To the extent feasible, safety and health hazards will be eliminated. Whenever such conditions cannot be readily abated, a timetable shall be arranged for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications, warnings, and information to employees affected by the hazardous conditions.

Section 4

Proper training and information will be provided as prescribed by federal law or regulation, prior to any employee being required to handle potentially hazardous materials or equipment that could cause injury, including employees required to perform electrical, plumbing, or gas line work. The Union will support Management's efforts to identify necessary training for bargaining unit employees.

Section 5

The Agency will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored and used in accordance with federal labeling and storage regulations. Upon discovery of noncompliance with federal labeling and storage regulations, the Agency will immediately initiate corrective action.

Section 6

The Agency agrees to supply items of personal protection equipment to employees as specified in an approved Job Hazard Analysis (JHA) prepared in accordance with 29 CFR Part 1960 and other applicable federal laws and regulations and this Agreement. The Safety Officer and/or designated official will notify the Union regarding any changes in safety standards and practices. On a case-by-case basis, the Parties may adopt more stringent safety or health standards to address specific concerns.

Personal Protective Equipment (PPE), as required by applicable OSHA standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided to employees required to wear specific PPE as determined by a JHA. PPE that is necessary for safe performance of job duties will be provided at no cost to employees. Affected employees will have the opportunity to choose from available styles and sizes to optimize employee comfort and protection.

These safety items may include:

- (a) Eye protection such as glasses, goggles, face shields, etc.
- (b) Specialized safety footwear
- (c) Protective clothing
- (d) Hand protection, such as gloves, knuckle protectors, etc.
- (e) Protective devices such as chain saw chaps, etc.
- (f) Hard hats
- (g) Hearing protection
- (h) Other items as determined necessary by JHA

The Agency will consider special needs in the provision of PPE when an employee provides appropriate medical documentation.

Employees will maintain PPE in a clean and serviceable condition. The Parties agree that employees will notify Management when the PPE provided is damaged or otherwise unserviceable, at which point a suitable replacement will be provided in accordance with the JHA.

Section 7

Non-Specialized Footwear – Management will reimburse employees for field and fire safety boots that are not provided by the Agency as described in Section 6 above. Management will reimburse, up to three hundred dollars (\$300) every three (3) years following date of reimbursement as needed, to eligible permanent and temporary bargaining unit employees. Employees seeking reimbursement must follow submission and approval processes as described by FSH 6509.11k. To be eligible for the reimbursement the following criteria must be met:

- (a) Fire safety boots: Permanent and temporary bargaining unit employees (fire employees and militia) with qualifications that require a light, moderate or arduous fitness rating that are documented on a current and valid Incident Qualification Certification System (IQCS) card are eligible for the reimbursement to off-set employee costs to purchase, resole or recondition fire safety boots meeting the requirements set out in Forest Service Handbook (FSH 6709.11).
OR
- (b) Field safety boots: Permanent and temporary bargaining unit employees who spend at least 25% of their time performing field work that requires safety boots as identified through one or more of the following: (1) employee's official position description, (2) FSH 6709.11, or (3) an approved Job Hazard Analysis, are eligible for the reimbursement to off-set employee costs to purchase, resole or recondition field safety boots meeting the requirements set out in Forest Service Handbook (FSH 6709.11). Exceptions to the 25% field work requirement for special projects or unique circumstances may be approved by the local line officer.

Employees have 45 days from the date of an eligible expense (purchase, resole, or refurbish) to submit a request for reimbursement in the Safety Boot Reimbursement Module for supervisory review and approval. Only one reimbursement submission may be requested every three (3) years. Multiple purchases may be included in the submission, provided that the purchases were all made within 45 days prior to the submission. Reimbursements will not be approved for purchases beyond the 45-day window.

Section 8

Immunizations identified within the JHA will be offered to employees involved in the tasks covered by the JHA. The Agency shall pay the costs of such shots. A signed release statement will be given by those employees who elect not to take the shots. These tasks must be consistent with the employee's position description and not outside their scope of employment.

Section 9

Employees will receive training on the proper use and care of equipment issued to them, including PPE. Employees are expected to properly maintain and reasonably secure their equipment.

Section 10

The Agency must have an Emergency Action Plan in the workplace and will keep it prominently posted in all work centers. The plan will include a list of local emergency contact numbers in addition to the minimum elements outlined in 29 CFR § 1910.38 (c). Such a list shall be kept current and all employees shall be instructed as to its location.

Section 11

Employees will be provided with adequate equipment and training for personal protection and means to render aid in response to an injury or medical distress event.

Section 12

The Agency will normally make adequate storage available to each employee at their normal duty station for work-related items and daily use personal clothing.

Section 13

Employees are encouraged to support the fire program. Becoming a qualified firefighter will not be a condition of employment unless the position is designated as a fire suppression/prescribed fire position. Off-Forest fire suppression/prescribed fire activities (fire availability) are voluntary for all employees except those designated as fire positions.

Section 14 Work Capacity Test (WCT)

Training for fire duty purposes will be conducted in accordance with applicable Forest Service Handbooks and Manuals, Forest Service Fire and Aviation Qualifications Guide, the Forest Service Fire Medical Qualifications Program, Agency policy, and this Agreement.

The work capacity test program will be administered in accordance with the Agency WCT Implementation Guide (December 31, 2015), the direction provided by the National Wildland Coordination Group (NWCG), Work Capacity Test Administrator's Guide and this Agreement. Management and Union agree to bargain on Impact and Implementation issues such as Medical Qualifications Program and changes to the WCT program.

All employees seeking qualification requiring a fitness level will complete medical screening. When employees are determined to need an exam per the screening, they will be provided physical examinations and any medical tests as part of the exam form. Examinations and tests will be at Forest Service expense prior to training for the WCT and within 6 months of taking the WCT. All employees that need an exam will take the standard Forest Service packet to their medical provider and have the exam completed utilizing the eMedical system. As a last resort, if the medical provider is unable or unwilling to utilize the eMedical system, Management will accept the paper exam form.

Fire funded employees (assigned to fire crews and identified in the Fire Management Action Plan) shall be allowed up to 5 hours per week of physical training when not engaged in wildland fire operations.

Non-fire employees shall be allowed up to 3 hours per week (1.5 hours of Agency time and 1.5 hours of employee match) of physical training, consistent with the wellness program's approved activities, by the employees' request, and based on supervisor's approval. The applicable time is up to 6 months prior to scheduled testing and after passing the test, until the end of the proclaimed fire season. The employees and their supervisors shall discuss and schedule opportunities during the work week for fitness activities.

Section 15

The Union will encourage all employees to report all accidents immediately, as required by existing regulations. The Agency will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees.

Section 16

Management and the Union may meet annually to discuss safety issues. Any change in safety policy that affects working conditions will be negotiated in accordance with Article 4 - Mid Term Bargaining.

Section 17

Employees with law enforcement responsibilities (FPO) will be properly trained and equipped to accomplish the job in accordance with FSM 5303. All employees with law enforcement responsibilities will be provided training commensurate with those responsibilities as called for in FSM 5370. Employees with law enforcement responsibilities (FPO) will normally be provided with radio contact or other provisions for adequate backup. When the Forest Protection Officer (FPO) is in a hazardous situation, they should remove themselves as soon as practical. Employees without adequate means of self-protection will not be required to work as an FPO alone after duty hours, especially at night.

Section 18

All Forest Service-owned and leased facilities should be inspected at least annually or more frequently when there is an increased risk of accident, injury or illness due to the nature of the work performed. A facility is any single structure, installation, or physically improved location used by Forest Service employees and/or the public, except roads and trails. A high-hazard facility is one which offers a higher potential for injury, illness, or possible death due to the activity conducted at that location: for example, heliports; flammable, pesticide, and/or explosive storage areas; and maintenance shops. In addition, project worksites should be inspected annually or at the start of the project. A Union representative from the sub unit will be given the opportunity to take part in all inspections.

Section 19

Management and Employees will take appropriate precautionary measures to minimize exposure to Lyme's disease and other tick-borne illnesses. The employee will report any known exposure in accordance with Article 20 - On the Job Injuries.

Section 20

The manufacturer's instructions and directions, Safety Data Sheets (SDS), and other Forest Service and OSHA requirements will be strictly adhered to in the use of chemicals (e.g., herbicides, pesticides, toxics, etc.). An emergency shower will be provided at each duty station where employees are required to use hazardous chemicals that require immediate showering, per the corresponding SDS, when the chemical inadvertently comes in contact with skin.

Section 21

Employees who operate computers are encouraged to perform diverse work tasks that do not include constant screen exposure.

Section 22

Appropriate safety precautions will be taken when it is necessary to operate equipment within a working area where the equipment produces fumes or vapor detrimental to the health and safety of employees.

Section 23

For fatalities and/or serious accidents to an employee, the following procedure will be followed:

- (a) No release to the media or public will be made until next of kin has been notified.
- (b) The Union will be notified as soon as practicable, where appropriate.
- (c) The Union will be provided copies of all reports and investigations upon request.

Section 24

Management will provide an adequate facility for all employees to have a place to change clothing or for employees who desire to arrive or leave work in non-uniform attire.

Section 25

To the extent feasible, during work hours, employees will be advised of forecasted adverse weather and road conditions.

Section 26

Each work unit will provide transportation to a medical treatment facility in the absence of medical transportation services, if necessary.

Section 27

Employees who use or come into contact with hazardous marked materials, chemicals or substances such as herbicides, marking paint or substances listed in FSH 6709.12, Chapter 20, will be offered, on a voluntary basis, an annual medical and/or other test at the Agency's expense. Such test will be to detect systemic contamination by the respective chemicals. The Agency has the right to require that all employees exposed to hazardous substances be tested except as limited by law.

Section 28

A refrigerator/freezer or ice maker will be available at each work unit for the purposes of storing lunches and making ice.

Section 29

The Parties agree that the Forest will maintain a Safety Plan.

ARTICLE 20

On the Job Injuries

Section 1

The Agency will provide emergency treatment and transportation necessary to secure treatment in incidents of on-the-job injuries. The Agency will assist the employees in applying for reimbursement from the Office of Workers Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment.

Section 2

Employees who suffer traumatic disabling injuries that are job related will be provided continuation of pay not to exceed 45 days without charge to leave.

Section 3

Employees shall report to their supervisor all injuries or occupational illnesses which occur on the job. The Agency will stress to all employees the need and requirement, for injuries to be properly reported on Form CA-1 without reprisal. The Agency reporting system, currently eSafety, will be utilized. eSafety subject matter experts are available to provide assistance. The Agency shall process and forward to OWCP employee and employer documentation required when an employee sustains an on the job injury or contracts an occupational disease. The Agency agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).

ARTICLE 21

Travel and Per Diem

Section 1

Travel will be performed in accordance with [Title 41 of the Code of Federal Regulations, Subtitle F](#) (most recently updated August 13, 2018), Departmental Regulation, currently 2300-005 (December 8, 2015), Agriculture Travel Regulation, and any other applicable government wide rule and regulations and this Agreement.

Section 2

Participation of employees in the travel charge card program is required per 41 CFR § 301-51.1. Travelers are expected to have and use a Government Travel charge card. Exemptions from mandatory use of the government contractor-issued travel charge card are cited in 41 CFR § 301-51.2 and 41 CFR § 301-51.3. Government Travel Cards will be administered in accordance with government wide rule and regulation, as well as Departmental Regulation, currently 2300-001-Government Travel Card Regulation.

Section 3

Employees who have any questions or concerns related to travel can contact the Travel HelpDesk at 1-877-372-7248 or email to ASC-THD@fs.fed.us or submit a ticket at the online Travel HelpDesk web page.

ARTICLE 22

Awards and Recognition

Section 1

The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both management and the employee. Employees will be treated fairly and equitably in consideration for awards. The awards program will be administered in accordance with 5 CFR Parts 451, 430, and 531, Forest Service Handbook (FSH 6109.13 – Performance, Training, Awards, Handbook, Chapter 10), the U.S. Department of Agriculture (USDA) DR 4040-451-1 Guide for Employee Recognition (January 20, 2011) and this Agreement.

Section 2

Management and the Union will encourage employees to discuss prospective suggestions with their immediate supervisor, who will aid them in ensuring that the suggestion is sufficiently described for consideration. Management will provide an employee with feedback on their suggestion as information becomes available.

Section 3

The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. It is an appropriate matter for the Union to periodically evaluate and review the Unit's Awards Program and make recommendations to ensure effectiveness and understanding of the Awards Program. An award is a method of recognizing employees who increase their productivity and creativity for the benefit of the Forest Service and the public. Award types may include: Performance Awards, Monetary Awards, and Non-Monetary Awards as described in governing documents listed in Section 1 above.

Section 4

Management will encourage supervisors to recognize and reward employees who sustain a level of performance demonstrably above normal expectations. Employees who receive a rating of "Fully Successful" or higher on a critical element regarding workplace safety (including, but not limited to safe driving and/or injury free execution of official duties) and other personal efforts that contribute to the quality, efficiency, or economy of Government operations will be eligible for a time off award or performance award. Awards may be granted to individuals or groups of employees and normally given within 90 days, following the performance appraisal.

For the first year, an employee may be granted no more than 10 hours of time-off each performance cycle for a rating of "Fully Successful" and no more than 20 hours of time-off each performance cycle for a rating of "Exceeds Fully Successful."

For the second year and thereafter, an employee may be granted no more than 20 hours of time-off each performance cycle for a rating of "Fully Successful" and no more than 30 hours of time-off each performance cycle for a rating of "Exceeds Fully Successful."

When a time off award is given, the hours must be used within 26 pay periods of receiving the award; otherwise, the hours are forfeited.

If a performance award is granted to an employee, it will not exceed 10 percent of the employee's rate of basic pay. A cash award under this section shall be paid as a lump sum, and may not be considered to be part of the basic pay of an employee.

Section 5

When appropriate, Management will schedule a presentation for awards to employees.

Section 6

Upon request, the Agency will provide the Union a list of all awards given to Forest employees including quality step increases. This will include the grade of employee, title, type of award, and monetary amount. The Union recognizes the confidential nature of this information and agrees to use this information only in the course of administering the Agreement.

Section 7

Appropriate certificates, pins, and nonmonetary (keepsake) awards will be used to recognize permanent employees achieving significant milestones in years of Federal Service. Supervisors will generate the applicable award form and forward to the employee in order for the non-monetary award to be purchased at their local unit for the recognized employees. Employees shall be given authorization to order non-monetary awards based on the following scale (excluding shipping costs):

Years of Service	Maximum Award Value
5	\$25
10	\$50
15	\$75
20	\$100
25	\$125
30	\$150
35	\$200
40 or more	\$250

Section 8

The Parties recognize that awards to Union officials for performing representational duties are not appropriate. This does not preclude an employee who is a bargaining unit member or Union official from receiving recognition, including cash awards, for special acts or for team involvement in carrying out the Agency's mission or otherwise contributing to one-time noteworthy achievements, if the work being rewarded is nonrepresentational.

ARTICLE 23 Drug Testing

Section 1

Monongahela National Forest employees must refrain from using illegal drugs, whether on or off duty. Use of illegal drugs is inconsistent with high standards of performance necessary to accomplish the mission. Substance abuse adversely impacts productivity, health and safety, scheduling, morale, and work attitude. This Article reflects an agreement between the Parties, addressing procedures and appropriate arrangements that will be followed in administering the USDA Drug and Alcohol Testing Programs. However, primary responsibility for change in behavior and completing rehabilitation rests with the employee.

Section 2

This Article addresses drug and alcohol testing of employees as required by Executive Order 12564 and Omnibus Transportation Employee Testing Act of 1991 as amended (Public Law 102-143). The testing program will be administered in compliance with Public Law 100-71, the Health and Human Services (HHS) Mandatory Guidelines, the Department of Transportation Regulations, 49 CFR Parts 382 and 40, U.S. Department of Agriculture (USDA) Departmental Regulation (DR) 4430-792-2, the USDA Plan for a Drug Free Workplace, any other applicable law, rule, regulation and this Agreement.

Section 3

The Agency will offer ongoing drug awareness education for all employees who are subject to drug and alcohol testing, in accordance with Departmental Regulation.

Section 4

Management has the right to designate positions for applicant and random drug and alcohol testing (Test Designated Position or TDP).

- Executive Order TDPs are listed in the Appendix of DR 4430-792-2.
- Department of Transportation TDPs are applicable to any position description that includes the operation of vehicles requiring the possession of a commercial driver's license (CDL).
- If an employee's position is newly included in the random testing program, or if the employee is detailed to a TDP, they are entitled to 30-day written notice prior to being subject to random or pre-employment testing (not withstanding reasonable suspicion and post-accident testing).
- An employee may contest a change in their TDP status through the negotiated grievance procedures found in Article 32 – Grievance Procedures, of this Agreement.
- Upon request, the Agency will provide the Union with a list of all positions that are subject to testing.

Section 5

The Parties encourage voluntary disclosure, self-identification, by an employee of substance use (legal or illegal drugs or alcohol) that would impair them from performing job duties safely. Consistent with the Departmental Regulation, in the event an employee self-reports a drug or alcohol abuse problem, the Agency may determine that the employee can no longer perform his or her assigned duties and responsibilities. In such cases, the Agency may reassign the employee to another position.

Section 6

Executive Order 12564 mandates disciplinary action shall be initiated for illegal drug use by any employee regardless of TDP status except when an employee self-identifies and seeks "safe harbor." Safe harbor is further described in Executive Order 12564 and DR 4430-792-2.

Section 7

Reasonable suspicion is a belief that an employee has violated alcohol or controlled substances prohibitions based on direct observations of drug use or possession and/or the physical symptom(s) of being under the influence of a drug (for example, a pattern of abnormal conduct or erratic behavior).

- Before reasonable suspicion testing occurs, the employee will be informed of the reasons for the test.
- Under no circumstances shall reasonable suspicion testing be used as a punitive measure.
- Upon referral of an employee to reasonable suspicion testing, the Union may request information on the drug program training of the Management officials involved in the referral.

Section 8

Employees shall be on the clock for Management-directed drug and alcohol testing related activities, including travel. The Agency shall pay travel expenses and/or provide transportation for testing in accordance with Federal Travel Regulations. Employees may request Union representation at the time of testing, except for random selection testing. The Agency may proceed with testing in the absence of a Union representative to protect the integrity of the testing program and the test results after one (1) hour. Union representatives shall be provided with official time to participate.

Section 9

Urinalysis is the only method used for drug testing in this program. Use of any other drug testing method may be negotiated, as appropriate, in accordance with Article 4 - Mid Term Bargaining.

Section 10

Records pertaining to an employee's drug and alcohol tests are confidential and only releasable on a need to know basis and as otherwise prescribed by law. The Program Administrator will maintain a separate and confidential file that includes drug and alcohol testing information. Drug and alcohol testing information will not be maintained in the employee's personnel records.

Section 11

If the Union becomes aware of an issue with the random selection procedure, the Union will promptly raise the issue with the Agency Drug Testing Program Manager. Thereafter, the designated Agency official will meet with the Union to discuss the issue and attempt to resolve the issue moving forward.

ARTICLE 24
Position Descriptions and Classification

Section 1

Position Description and Classification procedures will be done in accordance with government wide rule and regulation, as well as Departmental Regulations, currently 4020-511-001 Position Classification and 4030-335-002- Merit Promotion and Internal Placement and this Agreement.

Section 2

Position descriptions will be made available to employees and will include description of major duties of the position, to include proper title, series and grade. Regular and recurring duties performed that involve special training and/or certification should also be reflected in the Position Description. An employee's supervisor shall discuss with the employee any major change they consider making to the employee's position description before changes are made.

Section 3

During employee performance reviews, Management will ensure that position descriptions are reviewed, when necessary to reflect major changes.

Section 4

In cases where the Agency intends to begin a periodic systematic review of position classifications, the Agency will notify the Union.

Section 5

An employee may review appropriate classifications standards on the Office of Personnel Management (OPM) website.

Section 6

The employee may have Union representation during any discussions related to the desk audit/position review and classification.

Section 7 Desk Audit/Position Review:

Prior to requesting a desk audit/position review, the employee and supervisor will discuss current duties assigned, current position and whether or not the current duties fall within the scope of the current Position Description (PD). If the employee's current PD is inaccurate, the employee may be reassigned to the appropriate PD if otherwise qualified.

In the event the discussion does not resolve the employee's concerns, then the Employee may request a desk audit/position review in accordance with Departmental Regulations 4020-511-001 (Position Classification).

The employee and/or supervisor shall enter a request into the current automated system, with approval within 30 days of the employee's request for desk audit/position review.

The Classifier will gather information and consider written and/or oral comments, obtained from the employee and the supervisor separately. A determination on the review will be made by a Classifier, normally within 60 days. If reviews are projected to take longer, the Classifier will engage directly with the employee to communicate the expected timeline. Management will communicate the position review determination to the employee. If the employee is not satisfied with the results of the review procedure, they may grieve the accuracy of the position description or results of the position review. Management shall refrain from temporarily reassigning an employee's work during the position review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position.

Section 8 Position Classification Appeal Procedure:

When the employee believes their position is not properly classified as to title, series, and/or grade, they may:

- (a)** Appeal a Forest Service position classification review. The employee shall submit a request through their supervisor to have the classification of the position reviewed. A Classifier will consider the employee and supervisor's written and/or oral comments. The findings will be reported in writing or by electronic communication systems to the employee, normally no later than 60 days from the date of the employee's request to the Classifier. If reviews are projected to take longer, the Classifier will engage directly with the employee to communicate the expected timeline.
- (b)** Appeal directly to the U.S. Department of Agriculture (USDA) or the U.S. Office of Personnel Management (OPM). The employee may use the USDA or the OPM Classification Appeal procedures directly, or upon completion of the Forest Service Position Classification Review. Employees may request information on the classification appeal rights and process from the Agency.

Section 9 Noncompetitive Promotions:

If a desk audit/position review reveals that there has been an accretion of duties that would result in the classification of a position at a higher grade, Management may decide to eliminate and/or redistribute the grade controlling duties or the employee will be promoted.

- (a)** If Management eliminates and/or redistributes the grade controlling duties, the employee will be advised in writing of this decision within 14 days of the completion of the review. If Management temporarily needs to have these higher graded duties remain with the employee past the 14 days, then the employee will receive a noncompetitive temporary promotion, if otherwise eligible. Such temporary promotion will be effective no later than the start of the second pay period after the position has been classified.
- (b)** If Management decides to promote the employee, they will be promoted no later than the beginning of the second pay period after the position has been classified at the higher level. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect.

ARTICLE 25

Employee Performance

Section 1

Performance Management will be done in accordance with government wide rule and regulation as well as Departmental Regulation, currently 4040-430 Performance Management (August 15, 2018) and this Agreement.

Section 2

All performance appraisals will be conducted in a fair and objective manner. An employee's signature on an appraisal indicates only that the appraisal has been received, and does not necessarily indicate an employee's agreement with the appraisal.

Section 3

Management shall be objective in the preparation of official ratings given employees, and the performance evaluation shall not be carried out in a retaliatory manner. If an employee believes the evaluation procedures stated in this Agreement have not been met, they may grieve through the negotiated grievance procedure with the assistance of a Union representative.

Section 4

If during the appraisal period, the rating official considers an employee's work to be less than fully successful regarding any performance element, the rating official shall discuss perceived deficiencies with the employee, recommend ways to correct them and conduct informal counseling, during or in addition to the quarterly required meetings. During this counseling session the employee will be informed of their level of performance to date by comparison with their documented performance elements and what the employee must do to bring their performance to a fully successful level. Supervisory actions to assist employees in improving their performance may include remedial training, progress reviews as needed or more direct supervision.

Section 5

Within 14 days from the end of the Demonstration Opportunity (DO) the Rating official will notify the employee, in writing, whether they had demonstrated acceptable performance as defined in the DO Plan. If the employee is not notified within 14 days, except in extenuating circumstances, the employee will be considered to have successfully completed the DO Plan.

Section 6

Subsequent Performance after completion of a DO will be in accordance with DR 4040-430 Section 14 (h).

- (a) If an employee has consistently demonstrated performance at the FS level for 1 year from the beginning of a DO and the employee's performance again falls below the FS level in any critical element, the Rating Official must afford the employee an additional DO before determining whether to propose a performance-based action.
- (b) A performance-based action may be proposed based upon instances of performance below the FS level which occur within a 1-year period from the beginning of the DO, ending on the date of the notice of proposed action.

ARTICLE 26

Details and Temporary Promotions

Section 1

Details and Temporary Promotions will be done in accordance with government-wide rule and regulation, as well as Departmental Regulation, currently 4030-335-002- Merit Promotion and Internal Placement, as well as this Agreement. An employee on a detail continues to be the incumbent of the position from which they are detailed. Details and temporary promotions are effective ways to increase employee retention, improve morale, and encourage innovation and wise use of Agency investments in current employees.

Section 2

Employees may document details of 30 days or less and have them included in their individual development plan. Details in excess of 30 days will be documented in the employee's Official Personnel Folder (OPF) and copies of the record will be available to the employee.

Section 3

Employees selected for details will be informed of the general reason for the detail, duties assigned, and estimated duration.

Section 4

For details and temporary assignments within the Forest, the following will apply:

- (a) Employees assigned to a higher graded position in excess of 30 consecutive days will be temporarily promoted, provided that all Office of Personnel Management (OPM) qualification standards and eligibility requirements are met.
- (b) When Management determines the need for a detail they may seek volunteers. When there are two or more interested employees, Management may rotate assignments unless cost or other legitimate reasons require otherwise. The selection for the detail is excluded from the negotiated grievance procedures.
- (c) Management will not pursue permanent or temporary directed reassignment (e.g., details) as a means of subjecting a bargaining unit employee to any acts of discrimination or reprisal.

Section 5

Details shall not be used to circumvent temporary promotions.

Section 6

Temporary promotions of 120 days or more will normally be filled through competitive procedures but may be filled through non-competitive procedures, based on eligibility of the candidate, as appropriate under law, regulation and this Agreement.

Section 7

A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates (e.g., statement included in the vacancy announcement). There may be other situations where a temporary promotion may become permanent, when appropriate under law and regulation.

Section 8

When it was not known at the beginning of the assignment that the temporary assignment to an established position of higher level would continue for more than 30 consecutive days, the eligible employee will be temporarily promoted and compensated. Therefore, beginning on the first day of the pay period following the end of the initial 30-day period, the employee is entitled to the associated pay as long as the employee remains in the temporary assignment. An employee must meet the qualifications and eligibility requirements of the higher-level position for temporary promotion.

Section 9

When Management is seeking volunteers for a detail or temporary assignment, they may use the Employment Outreach database and when they do the opportunity will be posted a minimum of seven (7) days. Outreach notices, at a minimum, will include the following: Title, series, grade, location(s), point of contact information, and response timeframe.

Section 10

For Management directed details outside an employee's commuting area, Management of the sending unit will:

- (a) To the extent possible, provide an employee advanced notice prior to the reporting date;
- (b) Consider request for relief of an employee for whom a detail assignment would create an undue hardship.

ARTICLE 27

Staffing

Section 1

Promotion will be made fairly and objectively and will be made on the basis of merit.

Section 2

All promotion and staffing procedures will be performed in accordance with applicable laws and regulations, government wide rule and regulation, as well as Departmental Regulation, 4030-335-002 Merit Promotion and Internal Placement Plan dated July 22, 2015, (the Regulation) and this Agreement. The intent is to recruit highly qualified, diverse individuals; to give employees an opportunity to receive fair, equitable, and appropriate consideration for higher level jobs and develop their knowledge skills and abilities; and to provide career opportunities.

Section 3

When Management utilizes Outreach, the following provisions will apply:

- (a) Outreach notices shall be posted in the Forest Service Employment Outreach database, and they shall be accessible to all permanent employees through the Forest Service intranet and available on the Forest Service internet website.
- (b) Outreach notices, at a minimum, will include the following information: Title, series, grade, location(s), point of contact information, response timeframe(s), and a statement that the purpose for the outreach notice is to determine an adequate candidate pool and the information needed from respondents; title(s), series, grade(s), time(s) in applicable positions.
- (c) If outreach is conducted to determine the Area of Consideration, the outreach will remain open for a minimum of 14 days before the results will be used. The notice will be updated with announcement number(s) if it is advertised.
- (d) When an employee responds to an outreach notice, they will receive confirmation of receipt of their interest, provided the employee responds through the Outreach database response form.
- (e) Upon written request of the Union, a list of bargaining unit employees responding in the Outreach database to an on-forest outreach for bargaining unit positions will be provided.

Section 4

Exceptions to competitive procedures include all items outlined in the Regulation, Section 9 Exceptions to Competition.

Section 5

Merit vacancy announcements shall normally be open for a minimum of fourteen (14) days. Demo and temporary announcements shall normally be open for a minimum of five (5) days. Additionally, vacancy announcements are not to open or close on a weekend or Federal holiday. Complete vacancy announcements can be obtained electronically from the [USAJobs website](http://USAJobs.gov): www.usajobs.gov. If a position is announced as a long term temporary promotion or detail beyond 120 days, and the announcement does not state that it may become permanent without further competition, the position will be re-announced if it becomes permanent, and fair consideration will be given to all applicants.

Section 6

When the Agency elects to use a panel to review and evaluate candidates referred for consideration for a position within the bargaining unit, every practical effort will be made to ensure that no less than three (3) panel members are appointed. When a panel is used, the following conditions will apply:

- (a) Panel members should normally be at or above the grade level of the position being filled, know the requirements of the position being filled and may not be in the direct line of supervision of the job to be filled.
- (b) Panel members must not be related by blood, adoption, or marriage to any applicants considered for the position.
- (c) Panel members will be instructed on procedures for evaluating applicants; and panel process will be reviewed by the recommending official for consistency with the procedures.

Section 7

Management recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to employees. The Area of Consideration must be sufficiently broad to ensure the availability of a reasonable number of high quality applicants. Although Area of Consideration in most cases shall be at least Forest Service-wide, employees on the Forest who are qualified may receive advance notice of potential promotion opportunities through the Outreach database.

Section 8

For Merit announcements, after the initial certificate of eligible candidates is issued bargaining unit employees will be considered first. If Management decides to conduct interviews, eligible bargaining unit employees will be interviewed.

Section 9

Applicants, who have set up notifications in USAJobs will be notified of the status of their application within two (2) days after issuance of the referral list. At a minimum, notifications to applicants will include one of the following:

- (a) they were not referred: not eligible
- (b) they were not referred: not qualified
- (c) referred to the hiring official.

Once a selection is made, applicants who have set up notifications in USAJobs, will receive notice if they were not selected.

If an employee receives notification that they were not referred, they may make a request for reconsideration within five (5) business days of receipt of notification in accordance with Section 10 (k) of the Regulation.

Section 10

An employee that is not selected may request feedback from the hiring manager and/or the supervisor of the position being filled about how the employee may improve chances for selection in the future. Upon request, the employee may have a Union representative present. Employees may request assistance from their supervisor related to development of knowledge, skills, and abilities necessary for their career goals.

Section 11

Non-selected Employee's Rights: The following information may be made available to employees, at their request, who applied for the position in question and were not selected:

- (a) Explanations and supporting regulations concerning the Merit Promotion Plan.
- (b) The qualifications required for a position.
- (c) If the employee was considered basically qualified.
- (d) If the employee was among the best qualified and how the employee was evaluated by the merit promotion panel or human resources specialist.

- (e) Cut-off score for best qualified.
- (f) Scores of other candidates (not identified by name).
- (g) Number of qualified candidates.
- (h) Number of candidates certified as best qualified.
- (i) The name of the individual hired.

The following information will not be released to applicants or their representatives:

- (a) Information provided by applicants that is subject to the provision of the Privacy Act.
- (b) Crediting plans.
- (c) Individual panel members' names and their individual ratings.

Section 12

Seasonal employment, as authorized in 5 CFR Part 340 Subpart D, means annually recurring periods of work of less than 26 pay periods each calendar year. Seasonal employees are permanent employees who are placed in non-duty/non-pay status and recalled to duty in accordance with pre-established conditions of employment. At a minimum, the employment agreement must state the periods of pay and non-pay status, the basis and procedures for release and recall, and benefits and entitlements. There will be no change in any terms of employment (SF-50) without notifying the employee.

Section 13

If Management determines to fill a position, from which an employee was involuntarily demoted without cause, the employee will be offered re-promotion to the vacancy. For vacancies within the competitive area with the same or equal duties from which the demoted employee qualifies, the employee will be offered re-promotion to the vacancy unless there is a legitimate job-related reason for not re-promoting the employee. In the event that more than one employee qualifies, the earliest service computation date ranking employee will be offered re-promotion first.

Section 14

Downgraded employees may apply for re-promotion consideration for positions outside the local commuting area. Offers of positions outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved grade/saved pay protection may be declined by the employee and shall not affect the entitlement to saved grade or saved pay.

Section 15

Temporary employees who are interested in rehire will be given the best available information prior to separation concerning their chances of rehire with that unit the following season.

Section 16

Temporary employees under 1039 appointments, who have been selected competitively and successfully completed their tour of duty, will be eligible for rehire the next season without further competition.

ARTICLE 28

Workforce Restructuring and Placement Systems

Section 1

Pre-Workforce Restructuring and Placement System (Pre-WRAPS) Process: Prior to the use of Workforce Restructuring and Placement System (WRAPS), Management at the appropriate level may develop and use a noncompetitive placement plan for employees affected by downsizing or changes to the organization. The Forest Service Handbook 6109.12, Chapter 21, Special Placement Situations, 08/29/2018, and this Agreement will be followed for development and utilization of a Pre-Wraps plan.

Section 2

The Forest Service has established and will follow WRAPS, as referenced in FSH 6109.12, Chapter 21.4 Priority Placement for Employees Identified in Workforce Restructuring, 08/29/2018, and this Agreement to avoid or mitigate reduction in force (RIF). WRAPS will be used for filling vacancies to provide priority consideration to current Forest Service employees identified in this system that are in affected positions who are in need of placement due to shifts in budget, workload or by abolishment of encumbered position(s).

Section 3

Competitive Area: Employees of the Monongahela National Forest compete with other employees of the Forest who are in the same commuting area.

Section 4

Placement from WRAPS involves priority consideration for Agency vacancies involving noncompetitive reassignment, re-promotion, voluntary change to lower grade, or reduced tour. Affected employees do not receive priority consideration for promotion or reassignment to positions with higher promotion potential than previously held on a permanent basis.

Section 5

The provisions of this Collective Bargaining Agreement take precedence over the provisions of WRAPS whenever applicable.

ARTICLE 29

Reduction-In-Force

Section 1

Authority to have a Reduction in Force (RIF) is with the Agency head. RIF procedures set forth in Title 5 CFR Part 351 are required to be used. The Agency will notify the Union when it is determined that a RIF is necessary. The Union shall have the opportunity to negotiate the impact and implementation of such RIF actions.

Section 2

In the event that a RIF is implemented, the affected employee(s) and their designated Union representative shall be given the opportunity to review the retention register affecting them.

Section 3

The Parties consider RIF to be an action of last resort and will avoid whenever and wherever possible. To minimize the adverse impact of a RIF on employees, Management will accomplish goals otherwise achieved by a RIF, through attrition and/or cost reduction efforts whenever feasible before conducting a RIF. As a matter of policy in cases of budgetary insufficiency, Management will not resort to RIF until methods of cost reduction, to the extent feasible and not prohibited by law, have been exhausted to avoid RIF. Such methods might include every possible method of controlling discretionary expenditures such as but are not limited to:

- (a) innovative salary saving methods, e.g., leaving positions vacant to save salary costs, promotion/hiring freezes, offering leave without pay, furloughs;
- (b) reduction of costs associated with contracting-out;
- (c) reduction of costs incurred related to volunteers;
- (d) reduction of expenses associated with travel, conferences, seminars, institutes, office furnishings, and purchases of supplies and equipment.
- (e) seeking early-out authority.

Section 4

The Agency will provide the Union a copy of retention registers and documentation as to the efforts that have been taken to avoid the RIF.

Section 5

The Union and the Agency will jointly encourage each employee to see that their personnel files and employee data/skills documents (e.g., OF-612, resume, etc.) are up to date. Both the personnel file and employee data/skills file will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies. Both Parties will work collaboratively to provide RIF orientation, job search, resume writing, and career development.

Section 6

The Agency will provide RIF training to Union personnel when requested as soon as possible, but no later than 60 days prior to issuing RIF notice to employees.

ARTICLE 30
Employee Discipline (Excluding Adverse Actions)

Section 1

Non-Disciplinary Actions - Letter of Warning/Caution/Counsel/Expectation

This is an informal, non-disciplinary letter used to document a verbal warning or to caution an employee from engaging in a specific, undesirable behavior, the repetition of which could lead to formal disciplinary action. The supervisor normally signs this type of letter and retains a copy.

- (a) It is not filed in the employee's Official Personnel Folder.
- (b) These letters will state the specific reasons that gave rise to the letter and the needed corrective actions. The letter may be retained by the initiating supervisor in a confidential supervisory file and/or in the Human Resources Staff and will remain in effect for a period not to exceed one (1) year and may be withdrawn earlier at the election of the supervisor. The original shall be given to the employee to whom it is directed.
- (c) The employee may provide a written response to the letter which will be retained with the letter in the supervisory file.
- (d) For purposes of progressive discipline, these non-disciplinary actions will not be considered as prior offenses.

Section 2 Letter of Reprimand

This is the lowest level of formal discipline. Use letters of reprimand where a strong warning is considered necessary.

- (a) A letter of reprimand will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of one (1) year.
- (b) All letters of reprimand are grievable under the negotiated grievance procedure.

Section 3 Suspension of 14 days or less (5 CFR § 752.203)

In addition to Section 10, the following applies to an individual in the competitive service who is not serving a probationary period. Such an employee is entitled to:

- (a) an advance written notice stating the specific reasons for the proposed suspension;
- (b) a reasonable time, not less than 10 days after receipt of the proposal, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- (c) be represented by a NAGE representative, or an attorney or other representative of their choice;
- (d) after considering the employee's response, if any, a written decision and the specific reasons therefor
- (e) grieve the decision, through the negotiated grievance procedure contained in this Agreement. The written decision shall advise the employee of this right.

Section 4

It is the Agency's policy to impose penalties consistent with the severity of the offense.

Section 5

Disciplinary action must be initiated in a timely manner, typically within 90 days from the date that Management knew or reasonably should have known of the offense, providing for due process. The intent of the Agency is to act promptly on incidents requiring discipline.

Section 6

Unit employees may be represented by the Union. Employees of the unit are entitled to Union representation at all discussions and upon request must be given an opportunity to secure a representative. If involved in a discussion with Management or an Agency Investigator, the employee may terminate the discussion and be allowed adequate time to secure a representative. Upon request of the employee, the Union agrees to promptly make arrangements for a representative to be present so as not to delay the continuation of the examination.

Section 7

In the event of a written proposed disciplinary action, the employee will be advised of their right to representation. Employees against whom formal disciplinary action is taken shall be informed of their right to grieve through the negotiated grievance procedure, as outlined in this Agreement.

Section 8

Upon request, Management agrees to provide additional copies of proposals/decisions of disciplinary action(s) to the employee.

Section 9

A written decision on proposed disciplinary actions will be made in a timely manner providing for due process.

Section 10

The following provisions are common to all disciplinary cases:

- (a) In the event an employee is issued a notice of proposed disciplinary action, that employee must be afforded and made aware of all the rights and privileges due them and provided upon request a copy of the evidence that supports the charges.
- (b) The employee will be granted a reasonable amount of time to prepare an answer to any proposal. Arrangements for use of such time will be made in accordance with the provisions of this Agreement.
- (c) Actions must be consistent with the Department of Agriculture Guide for Disciplinary Penalties (Department Personnel Manual Chapter 751, Appendix A). Actions may be issued by an official delegated authority to issue such letters (Currently found in FSM 6100).

ARTICLE 31 Adverse Actions

Section 1

As defined in 5 CFR Part 752, adverse actions are removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less. Actions must be consistent with the Department of Agriculture Guide for Disciplinary Penalties (Department Personnel Manual Chapter 751, Appendix A). Actions may be issued by an official delegated authority to issue such letters (Currently found in FSM 6100).

Section 2

The employee will be provided the evidence files with the proposed adverse action.

Section 3

Employees against whom adverse actions are taken shall be informed of their right to appeal such actions in keeping with the appellate provisions of 5 CFR § 1201.21. In the event an employee is issued a notice of proposed adverse action, that employee must be afforded and made aware of all the rights and privileges due them.

Section 4

Removal, suspension for more than 14 days, furlough without pay for 30 days or less, or reduction in pay or grade. The following applies to an individual in the competitive service who is not serving a probationary period. Such an employee is entitled to:

- (a) at least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- (b) a reasonable time, not less than 10 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer. Management will consider extending the response period if the employee submits a written request stating the reason why more time is needed;
- (c) be represented by NAGE, or an attorney or other representative of their choice;
- (d) a written decision and the specific reasons therefor at the earliest practicable date; and
- (e) the decision letter will inform the employee of their right to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and informing the employee that they will be deemed to have exercised their option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure.

Section 5

Adverse actions taken against employees shall be for just cause and will be taken in keeping with applicable rules, regulations, and instructions. It is the Agency's policy to impose penalties consistent with the severity of the offense.

Section 6

Adverse action must be initiated in a timely manner, providing for due process. The intent of the Agency is to act promptly on incidents requiring discipline.

Section 7

Upon request, the Agency agrees to provide additional copies of proposals/decisions of disciplinary action(s) to the employee.

ARTICLE 32

Grievance Procedures

Section 1

A "grievance" is as defined in Article 2 - Definitions, of this Agreement. The expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances in accordance with 5 U.S.C. § 7121. Grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee, be consistent with the principles of good management, and be in the public interest. The Parties agree to use technologies that reduce the need for travel, and that all transmittals in this Article shall be done by electronic means, unless electronic means are impractical or unavailable.

Section 2

Employees covered by this Agreement may present a grievance and have it resolved with or without Union representation, at the grievant's discretion. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so. The Union shall have the right to have a representative present, and to participate on behalf of the Bargaining Unit, at all formal discussions between the grievant(s) and Management pertaining to the grievance. Any grievance resolution reached solely between an employee and Management will not be precedent setting.

Section 3

Grievances may be initiated by employees, by the Union, or by Management. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established Agency policy. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

Section 4 Exclusions:

Certain matters are excluded from coverage by this Grievance Procedure:

- (a) Any claimed violation of 5 U.S.C. Chapter 73, Subchapter III relating to prohibited political activities (Hatch Act).
- (b) Retirement, life insurance, or health insurance.
- (c) Suspension or Removal under 5 U.S.C. § 7532 for National Security Reasons.
- (d) Examination, Certification, or Appointment.
- (e) Position Classification which does not result in loss of grade or pay of an employee.
- (f) Non-selection for promotion from a group of properly ranked and certified candidates.
- (g) Allegations of mismanagement.
- (h) Reduction in Force or furloughs of more than 30 days
- (i) Termination of temporary employees with initial appointments of one year or less.
- (j) Non-adoption of a suggestion, or disapproval of a quality increase or performance award.
- (k) Separations during a probationary or trial period.
- (l) Determinations of exempt/non-exempt status under the Fair Labor Standards Act and related claims for compensation based on that determination.
- (m) Debt collection proceedings under 5 CFR, Part 835, and 5 CFR Part 550, Subpart K

Section 5 Election of Forum:

Filing a grievance constitutes an election of forum in accordance with 5 U.S.C. § 7121. However, nothing precludes an employee from electing to utilize a forum such as MSPB, OSC, or EEOC for filing complaints.

Section 6 Merit System Protection Board (MSPB):

In compliance with the Statute, an employee may appeal the following actions to the MSPB:

- (a) a removal.
- (b) a suspension for more than 14 days.
- (c) a reduction in grade.
- (d) a reduction in pay.
- (e) a furlough of 30 days or less.
- (f) a RIF or furloughs of more than 30 days.

Section 7

The parties are encouraged to resolve disputes informally prior to filing a formal grievance. The Union shall ensure that, when representing employees of the unit, no complaint or grievance will be taken or pursued without first having been brought to the attention of Management for coordination and possible resolution. If the matter is not resolved, the process for filing a formal grievance may be followed.

Step 1 Grievance Procedure

- (a) A grievance submitted at Step 1 shall be the sole issue in the grievance to be considered, and no unrelated issues will be presented at any further step of the grievance procedure; any additional issues can be initiated at Step 1 as a separate grievance in accordance with the processes and procedures listed below.
- (b) A Step 1 Grievance must be filed prior to filing a Step 2 grievance except for grievances regarding actions under 5 U.S.C. § 7512 (Adverse Actions) or 5 U.S.C. § 4303 (Unacceptable Performance), which shall be grieved directly at the Step 2 level.
- (c) The grievant and/ or representative must file a Step 1 Grievance in writing with the Forest Supervisor, with a carbon copy to the Labor Relations Specialist, within 30 days of the incident resulting in the complaint or the date the grievant first became aware of the matter which precipitated the grievance.
- (d) Step 1 Grievance notification: When submitting a Step 1 Grievance, the grievant or their representative shall:
 - (1) Identify that this is a "Step 1 Grievance." in the subject of email or hard-copy document.
 - (2) Identify the incident or alleged violation resulting in the complaint.
 - (3) Identify the date of the incident.
 - (4) Identify relief requested.
 - (5) Optional—Provide suggested alternative dispute resolution techniques for resolving grievances.
- (e) The parties may agree to resolve the grievance with a settlement agreement. Any grievance that is resolved through settlement between the parties will be documented in writing, and signed by the Deciding Official, grievant, and/or Union Official. Any settlement agreement constitutes a full and final resolution of any and all alleged issues raised in the grievance, thereby terminating the grievance.
- (f) If no settlement is reached, the Deciding Official will transmit a written decision to the grievant and/or the Union within 30 days after transmittal of the Step 1 Grievance.

Section 8 Step 2 Grievance Procedure

- (a) If the grievant and/or Union is dissatisfied with the Step 1 Decision, the grievant and/or Union may file a Step 2 Grievance in writing with the Deputy Regional Forester, with a carbon copy to the Labor Relations Specialist, within 30 days of receiving the Step 1 Grievance Decision. If a Decision is not received within 30 days of the transmittal of the Step 1 Grievance, the grievant may file a Step 2 Grievance within 30 days of when the Step 1 Decision was due.

- (b) In the case of grievances filed in response to a written decision notifying the employee of an action under 5 U.S.C. § 7512 (Adverse Actions) or 5 U.S.C. § 4303 (Unacceptable Performance), no Step 1 grievance is required. An employee and/or Union must file a written Step 2 grievance within 30 days of the effective date of the action or within 30 days after receipt of the Agency's decision, whichever is later.
- (c) Step 2 Grievance notification: When submitting a Step 2 Grievance, the grievant or their representative shall:
 - (1) Identify that this is a "Step 2 Grievance." in the subject of the email or hard-copy document.
 - (2) A copy of the Step 1 Grievance and supporting documents, if applicable.
 - (3) A copy of the Step 1 Grievance Decision (if one was received).
 - (4) The issue, incident or alleged violation being grieved at this Step.
 - (5) Any additional supporting evidence.
 - (6) The relief requested.
- (d) The grievant/representative is encouraged to include citations of the alleged violation, misinterpretation, or misapplication of this Agreement, supplemental agreements, subordinate agreements, or any law, rule, regulation or policy affecting conditions of employment, if applicable.
- (e) The parties may agree to resolve the grievance with a settlement agreement. Any grievance that is resolved through settlement between the parties will be documented in writing, and signed by the Deciding Official, grievant, and/or Union Official. Any settlement agreement constitutes a full and final resolution of any and all alleged issues raised in the grievance, thereby terminating the grievance.
- (f) If no settlement is reached, the Deciding Official will transmit a written decision to the grievant and/or the Union within 30 days after transmittal of the Step 2 Grievance. This response shall be the final Agency decision on the grievance, and if the grievance is not resolved, the matter may be referred to arbitration in accordance with Article 33 - Arbitration. Any remaining grievability/arbitrability issues will be handled as threshold issues at arbitration.

Section 9 Grievance Mediation

The parties may consider engaging in mediation prior to proceeding to arbitration. If they choose to do so, they will jointly agree on the mediator. This does not affect time limits for invoking arbitration.

Section 10 Time Limits

- (a) Time limits for this article start with "Day One" on the day following occurrence of the incident being grieved or when the grievant became aware of the issue, transmittal of the grievance to the Receiving Official, or the transmittal of the decision to the grieving party.
- (b) The intent of the Parties is to act within the time limits allowed within this Article. However, time limits in this Article may be extended by mutual written consent of the parties involved in the grievance.
- (c) Failure by the grieving party to meet time limits, or to request and receive an extension of time, shall automatically terminate the grievance, unless mitigating circumstances prevail.
- (d) Failure of the Deciding Official to meet time limits on grievances, or to request and receive an extension of time, shall result in the deciding party's liability for the arbitrator's fees and expenses, unless mitigating circumstances prevail.

Section 11 Authority

- (a) The Deciding Official must have full authority to resolve all issues being grieved. In cases where the Deciding Official will be different than the Forest Supervisor for a Step 1 Grievance or the Deputy Regional Forester for a Step 2 Grievance, the name of the Deciding Official will

be communicated to the grievant(s) as soon as practical, normally within ten (10) days of receipt of the grievance.

- (b) The Step 2 Deciding Official will not be the same as or subordinate to the Step 1 Deciding Official.
- (c) In the case of a grievance involving disciplinary action, the grievance Deciding Official shall not be the same individual as, or subordinate to, the Deciding Official for the disciplinary action.

Section 12

A reasonable amount of time will be granted to an aggrieved employee to prepare and present grievances; however, no overtime will be paid to any employee to accomplish these functions. An employee will request release as far in advance as practical and will inform their supervisor of the approximate length of time needed and the location where they will be.

Section 13

No representative of the Union will solicit grievances from employees.

Section 14

If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 15

Management grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. The President or designee shall issue a written decision within thirty (30) days of receipt of the grievance.

Section 16

Grievance Termination: A grievance will terminate in accordance with federal law rules or regulations or upon failure by the grieving party to meet time limits.

ARTICLE 33
Arbitration

Section 1 Invoking Arbitration:

- (a) If the Parties fail to satisfactorily resolve a grievance, either Party may invoke binding arbitration, in writing, signed by either a NAGE Official or the Union President, or the appropriate Management official; and submitted to the other Party within 30 days after receipt of a final decision, pursuant to the Article 32-Grievance Procedures.
- (b) If neither Party invokes arbitration within the time period described in subsection (a) above, the Parties will accept the grievance as resolved with no further rights to advancement to Arbitration. The Parties may, however, extend the time limitation by mutual agreement.
- (c) After arbitration is invoked, the Parties may mutually agree to use a dispute resolution process. Use of the dispute resolution process does not suspend any of the timeframes in this article unless mutually agreed by the Parties.
- (d) Where there are a number of grievances concerning the same issue, the Parties will review the issues and may mutually agree to combine the grievances for a single decision on all the cases by the arbitrator.

Section 2 Arbitrator Selection:

- (a) The invoking Party requests a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) within ten (10) days from the date of receipt of the request to invoke arbitration. Representatives of the Parties should meet within 14 days of receipt of the list of arbitrators to select one to hear the grievance (unless an extension is mutually agreed upon). Each side will strike one name from the list in turn. The name remaining after each side has struck three names, shall hear the grievance. A coin flip will decide which Party strikes first. After an arbitrator has been selected, the Parties should submit the name to the FMCS or AAA within seven (7) days. When the selected arbitrator notifies the Parties of their availability to conduct the hearing, the Parties should meet within seven (7) days to reach agreement on the hearing date. The arbitrator should be promptly notified of the date.
- (b) If after receipt of the list, a Party refuses to participate in the selection of an arbitrator, the opposing party may unilaterally select an arbitrator from the list within 14 days of receipt. The selecting party shall notify the opposing Party within three (3) days of the selection.

Section 3 Hearings:

The Parties will endeavor to schedule the hearing within six (6) months after arbitration is invoked. If the Parties are unable to mutually agree and schedule a hearing date within six (6) months, the arbitrator will select a date. If arbitration has not been scheduled within nine (9) months from the date arbitration was invoked, the grievance will be terminated. Exceptions to this time period will be made in circumstances beyond either Party's control, including, but not limited to the following examples: third party proceedings that have a direct bearing on the outcome of the grievance, or inability or refusal of the arbitrator to schedule the hearing. Arbitration hearings will be held during regular day shift duty hours at the facility where the grievance was filed or at a location mutually agreed upon by both Parties. Employees who are necessary witnesses will be allowed to testify on duty time without loss of pay or charge to leave.

Section 4 Witness Lists:

At least ten (10) days prior to the arbitration hearing, the Parties will exchange their witness lists and inform the other Party as to whom their representative will be. These lists will ordinarily not be amended except in the event of unforeseen circumstances such as sudden unavailability of a witness or the identification of other witnesses found to have additional vital information. Parties shall notify each other of additional witnesses.

Section 5 Cost:

The panel request fees will be paid by the Party invoking arbitration. Any other costs associated with the arbitration procedure, including the cost of the arbitrator and their expenses, will be borne by the losing Party. Transcripts of arbitration proceedings are not required. The full cost of transcription service will be borne by the Party requesting a transcript. If both Parties desire a transcript, the cost will be shared equally.

Section 6 Authority:

The arbitrator will derive their authority from this negotiated Agreement and, in rendering a decision; must not add to, subtract from, nor modify any terms of this Agreement, or any supplement thereto.

Section 7 Proceedings:

The Parties are encouraged to jointly frame the issue(s) prior to the start of the arbitration hearing. If the Parties cannot agree on a joint statement of the issues, they will submit separate statements to each other and to the arbitrator. The arbitrator will decide the issues to be heard on this basis.

Section 8 Decision:

The arbitrator will be requested to render their decision within 30 days. The arbitrator's decision shall be final and binding, except that either Party may appeal the decision in accordance with Statute. If no exception/review is filed, the arbitrator's decision and remedy will be implemented.

In matters when both Parties stipulate the issue(s) in dispute as well as the precipitating facts, a brief in support of each Party's position may, by mutual agreement, be submitted to the arbitrator for a written decision in lieu of an evidentiary hearing. The arbitrator will ensure simultaneous service of briefs for each Party.

Section 9 Grievability/ Arbitrability Issues:

Grievability/arbitrability issues will be resolved as threshold issues of arbitration, but must have been raised no later than the time the final grievance decision is given.

Section 10 Back Pay Act:

- (a) Whenever an employee is entitled to receive back pay resulting from the final determination of an arbitrator's award or settlement by the Parties, such pay will be provided to the Employee within 30 days of the final determination of the award or effective date of any written settlement agreement. In the event that Management fails to timely pay the employee, interest shall accrue, commencing on the 31st day, at the rate in effect under the Internal Revenue Code.
- (b) Within 14 days of compliance with Subsection (a) above, Management will provide the Union with copies of appropriate documents to demonstrate compliance has been accomplished.
- (c) The arbitrator's decision shall conform to the provisions of the Back-Pay Act, 5 U.S.C. § 5596, where applicable. Such decision will include the payment of back pay, interest and attorney's fees, when appropriate.

ARTICLE 34

Unfair Labor Practices

Section 1

The Agency and the Union agree that the resolution of complaints that arise under 5 U.S.C. § 7116, Unfair Labor Practices (ULP) should be handled informally and between the Parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of, as a minimum, fifteen (15) days unless Parties agree to extend this time frame.

Section 2

If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's are not otherwise affected by the informal resolution period.

Section 3

All informal complaints will be filed, in writing with either the Agency, ATTN: Forest Supervisor; the President, NAGE, Local R4-88, or the National Union Representative concerned.

Section 4

Any agreement reached to resolve the complaint shall be confirmed in writing.

ARTICLE 35

Hazardous Conditions

Section 1

It will be the policy of the Agency to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Agency will ensure that employees exposed to these conditions, where adequate safeguards do not exist, are properly compensated in keeping with appropriate regulations of higher authority.

Section 2

The Agency will grant environmental differential pay for Federal Wage System (typically WG) employees in accordance with the following: 5 U.S.C. § 5543 (c)(4), FSH 6109.11, and 5 CFR § 532.501-513 along with Appendix A; and hazard pay differential for General Schedule (GS) employees in accordance with 5 U.S.C. § 5545, FSH 6109.11, and 5 CFR § 550.901-907 along with Appendix A; and all other applicable laws and regulations.

Section 3

Supervisors are responsible for deferring or halting work projects due to hazardous conditions/weather. When hazardous conditions/weather exists, employees normally will be assigned to duties in unaffected areas.

Section 4

Should temperature and wind speed equal or exceed a wind chill factor of -24F (defined as "considerable danger"), Management will assign employees to duties in unaffected areas or if Management determines that work must be performed, pay will be processed in accordance with federal regulations referenced in Section 2 above.

Section 5

Employees or Union officials may request review of a work situation that may warrant payment of hazard or environmental pay under one of the categories authorized by OPM. Such request must be in writing and include the name, job title, work location, nature of exposure and period of time the exposure will exist to be entitled to hazard or environmental pay. The Forest Supervisor, or authorized designee, will make (or obtain) a determination and advise the employee in writing, within thirty (30) days of receipt of the request. The employee may exercise the right to be represented by the Union when discussing hazard or environmental pay.

Section 6

If the Agency determines that job duties will be changed, and the decision adversely affects hazard or environmental pay for a specific work situation within the bargaining unit, notice will be provided to the Union which identifies the names, job titles, and work locations of the affected employees and the reasons for exclusion from hazard or environmental coverage. The Union may request impact and implementation bargaining on this issue.

Section 7

Employees have a right to grieve any concerns as it related to hazard or environmental pay in accordance with the negotiated Grievance Procedures.

ARTICLE 36 Smoking Policy

Section 1

The Parties jointly desire to provide a healthy and productive work environment that protects and assures the health, safety and wellbeing of Federal employees and the visiting public, by minimizing and eventually eliminating the exposure of non-smokers to tobacco smoke. The agency within its legal authority may address the concerns of those who choose to smoke.

Section 2

Smoking guidelines will be followed in accordance with federal laws, regulations, and policies including Executive Order 13058, Federal Property Management Regulations Amendment D-96, and Department Regulation 4400-6, "USDA Smoking Policy." Suitable signs announcing a "Smoke Free Environment" shall be placed on or near entrance doors of all Agency facilities and motor vehicles subject to this regulation. In accordance with 41 CFR § 102-74.330, smoking is prohibited in courtyards and within 25 feet of doorways and air intake ducts on outdoor space under the jurisdiction, custody or control of GSA.

Section 3

Management will determine designated smoking areas at the Supervisor's Office (SO) and provide the Union a written list of those areas, upon request. A means to dispose of cigarette butts, ashes, etc. will be provided at all designated smoking areas. The Parties expect that employees utilizing tobacco products will not leave cigarette butts or other traces of litter or tobacco use anywhere other than appropriate receptacles.

Section 4

The Agency will provide, through the Employee Assistance Program, access to promotional educational materials to educate employees and their families concerning the benefits of not smoking, avoiding breathing "second hand" smoke, and avoiding the use of smokeless tobacco, vaping and e-cigarettes.

Section 5

Management agrees to help through the Wellness Program those Employees who decide to stop smoking by sharing the cost of treatment programs, when such funds are available, and granting duty time for participation as stated in the Wellness Program.

ARTICLE 37
Payroll Withholding of Union Dues

Section 1

The Agency agrees that authorization for voluntary allotments of pay by employees for the payment of Union dues will be accepted and processed by the Agency.

Section 2

The Union agrees to procure the prescribed allotment form (Standard Form 1187 and 1188); to distribute the form to its members; to certify as to the amount of its dues; and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form.

Section 3

The Agency agrees that an allotment authorization may be submitted to HRM – Pay & Leave at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form by the payroll office.

Section 4

The Agency shall automatically terminate an allotment when an employee leaves the unit as a result of any type of separation, transfer or other personnel action upon loss of exclusive recognition by the Union; when this agreement providing for dues withholding is terminated by an appropriate authority outside the Department of Agriculture; or when the employee has been suspended or expelled from the Union, in which case the Union shall so notify the Forest Supervisor in writing.

Section 5 Dues Allotment Revocation

- (a) First Year Members: An SF-1188 may be filed by an employee with the appropriate Servicing Personnel Office during the 30-day period beginning 45 days prior to the anniversary date of his/her first dues withholding and ending 15 days prior to the anniversary date. Alternatively, a written request for revocation of an allotment, which is otherwise in order and signed by the employee, will also be accepted and acted upon by the Employer. It is the employee's responsibility to ensure timely filing of the revocation forms. The Agency shall discontinue withholding the dues from the employee's pay effective on the employee's anniversary date. The Employer shall notify the Union, within two (2) working days, of all revocations by submission to the Union of the duplicate copy of the Standard Form 1188 or of the written request.
- (b) All Other Members: An employee who has been on payroll deduction of union dues for more than a year may voluntarily revoke an allotment for the payment of dues by completing SF-1188, or by submitting a written request to the Employer for revocation of an allotment, which is otherwise in order and signed by the employee. The Servicing Personnel Office shall process the revocation with NFC, with the change to become effective at the beginning of the first full pay period after September 1 of each year provided that the revocation was received by the Servicing Personnel Office between August 1 and August 15 of that same year. It is the employee's responsibility to ensure timely filing of the revocation forms. The Employer shall notify the Union, within two (2) working days, of all revocations by submission to the Union of the duplicate copy of the Standard Form 1188 or of the written request.

ARTICLE 38 Reorganization

Section 1

Management shall notify the Union about changes before a final decision is made, in situations where:

- (a) The establishment or abolishment of any position(s) resulting in changes to the organizational structure that may affect bargaining unit employees; and
- (b) The redistribution of ongoing duties among existing bargaining unit position(s) that substantially affects more than one position in such a way that it requires modification of the position descriptions in accordance with Article 24 - Position Description and Classification.

Section 2

The notice to the Union will provide the proposed effective date of the reorganization, projected adverse impacts on employees, and the projected implementation actions and timetable. For major reorganizations with extensive impact, reasonable extension of time limits will be granted. Management will submit such necessary further background or other information as the Union may request concerning the reorganization plan in accordance with 5 U.S.C. § 7114 (b)(4).

Section 3

The impact and implementation of a reorganization will be negotiated upon request of the Union.

ARTICLE 39

Contractual Work

Section 1

The Parties recognize the Agency's right to contract out work and functions currently performed by employees and the Union's right to negotiate the impact and implementation of Management's decision to contract out work pursuant to this Agreement and 5 U.S.C. § 7106 and § 7114.

The Agency will notify the Union of bargaining unit functions planned for a cost comparisons study, when it is determined that the results of the study may have an adverse impact on bargaining unit employees. The notice to the Union will be made as early as practical.

Section 2

Prior to conducting any cost comparisons study, the Agency will consider alternatives such as reclassification, job restructuring, business process reengineering, etc.

Section 3

The Union will treat all information shared under this Article as confidential and agrees that all confidential information will be held and treated by the Union, its representatives, agents, attorneys, consultants, directors, officers, or employees in confidence and will not be disclosed, in whole or in part, to any outside party without prior written consent of the Agency or as otherwise required by law or regulation. Furthermore, the Union will only use such information in the service of providing representation to the Bargaining Unit.

Section 4

Upon request, the Agency will provide the Union a copy of performance indicators, job analyses, and the performance work statement unless such release is otherwise precluded by law or government regulation. The Union will have 30 days to review the data.

Section 5

The Agency agrees to carefully consider the views and recommendations of the Union regarding the contracting out of bargaining unit work functions which may have an adverse impact on unit employees.

Section 6

If a study is made pursuant to direction or by regulation for transmittal to higher headquarters on contracting out of work functions which would adversely affect bargaining unit employees, the views and recommendations of the Union will accompany the study.

Section 7

The Agency agrees to notify the Union when a decision is made to contract out work that adversely affects the working conditions of Bargaining Unit employees and upon request will negotiate implementation, as appropriate. The Union, upon request, may attend public bid openings, and review independent Government estimates at the time of openings. The Union also may review in-house cost estimates used to contract out work performed by bargaining unit employees under the provisions of the A-76 Circular.

Section 8

Prior to issuing a solicitation for a privatization contract, the Agency will prepare an estimate of the fully allocated cost associated with providing the relevant goods or services using bargaining unit employees and compare it to the fully allocated costs associated with contracting for the goods or service.

Section 9

The Agency will provide appropriate assistance to employees adversely impacted by contracting out decisions.

Section 10

The Agency recognizes the "right of first refusal" contained in Federal Acquisitions Regulations 52.207-3, and OMB Circular A76, as revised, and will comply with all regulations and will inform employees of their rights.

Section 11

Upon request, the Union will be provided with available information in accordance with 5 U.S.C. § 7114 (b)(4).

Section 12

When requested, the Agency will post a notice to the workforce about employee responsibilities regarding waste, fraud, and abuse associated with contracted services.

ARTICLE 40
Use of Official Facilities and Services

Section 1

The Agency agrees to make available reasonable space and equipment, including telephone service, copiers, and computer resources to the Union to the extent feasible and consistent with existing facilities. The space made available to the Union, including equipment use, shall be reasonably private and secure to assure confidentiality of records and conversations. If a dedicated Union office space isn't reasonably available, the Union will be allowed to reserve and utilize conference rooms when conversations require privacy and confidentiality. Although duplicating service will be allowed, the Union agrees to furnish and pay for any extensive duplicating tasks.

Section 2

Upon request, the Agency will make space available to the Union for its meetings and other activities, provided the space is conveniently available, and its use does not interfere with the conduct of public or official business. The use of such space will be during non-duty hours. The Union will be responsible for the proper use and care of space that is made available to it.

Section 3

The Agency will extend the use of its internal mail distribution service and messenger service, when the use of email or other telecommunications is unavailable or impractical, to aid the Union in the distribution of its material for its representational functions in accordance with existing Department Regulations. This does not authorize use of the U.S. mail and messenger service operated by the U.S. Postal Service or similar private organizations. However, no circulars, posters, or other material may be distributed to offices of the Agency through internal mail or messenger service, or by any other method that:

- (a) Advertises the products, services, or facilities of a commercial firm unless it conforms to provisions covering recreational activities (Department Personnel Manual 712).
- (b) Directly or indirectly attacks or adversely reflects on the integrity or character of Members of Congress, the judiciary, or members of the President's Cabinet, or any other Government official in a similarly responsible position.
- (c) Contains expressions of a derogatory or abusive character concerning any employee in the Forest Service or the Department of Agriculture.
- (d) Directly or indirectly condemns or criticizes the policies of the Forest Service, or any other Government department or agency.

Section 4

Use of Agency systems for any internal Union business is prohibited. The Union will be allowed to use Agency system and telecommunications (e.g., email, skype, telephone) to communicate with bargaining unit employees on representational matters. This use will include, but not be limited to:

- (a) Sharing information
- (b) Bulletin board type information such as Union meetings, etc.
- (c) Newsletters of general interest to employees
- (d) Gathering data to investigate and /or pursue a complaint or preparing for negotiations.

Section 5

A bulletin board shall be made available at each work site for use by the Union for the posting of notices and literature for the Union. These will be called Union Bulletin Boards. The bulletin boards will be approximately 24" x 30" and will normally be located next to the Management bulletin board.

The Union shall be responsible for keeping the bulletin boards neat and updated. Material posted on the boards will not:

- (a) Advertise commercial firms or products.
- (b) Attack or reflect on the integrity of any Government official or employee.
- (c) Condemn or criticize policies of any Government agency or employee.
- (d) Imply official Government sponsorship or endorsement.

Section 6

The Agency agrees to provide the Union space on the Forest webpage upon request.

Section 7

If requested, the Forest Service agrees to furnish to the Union, quarterly, an up-to date list of employees in the organizational unit showing name, position, title, FLSA code, and official duty station.

Section 8

Management agrees to provide to Union representatives and employees reasonable access to publications such as Forest Service Manuals, Forest Service Handbooks, Position Classification Standards, and other publications available in offices of the Forest Service and on computer systems.

Section 9

A Union representative performing union representational functions on approved official time may also be approved to use Government-owned or Government-leased transportation provided that transportation is available, or a seat is available at no additional cost and the Union representative has made reasonable efforts to resolve the matter through the use of current communication technologies.

ARTICLE 41 Distribution

Section 1

The Agency shall print 100 copies and furnish copies of this Agreement to all employees in the Unit, to their supervisors and to all new employees, in addition, 10 copies shall be furnished to the Union. The Agency will post the Agreement and any amendments or supplements, electronically to the Forest Service HRM Labor Relations web page and a link to the HRM will be posted on the Forest web site.

Section 2

Representatives of Union and Management will give joint training on this Agreement to all employees within 90 days of the final approval of the Agreement. The structure and time of the training session will be mutually agreed upon by both Parties. The presentation will be made available to new employees.

ARTICLE 42
Orientation of New Employees

Section 1

All new eligible employees shall be informed that the Union is the exclusive representative of employees in the Unit. Upon request, the Union shall be furnished the name, position, duty station, and date of entrance on duty for new employees in the Unit.

Section 2

Management and the Union shall make reasonable efforts to fully inform employees with respect to the provisions of the Labor Statute, as well as current regulations and developments relating to the participation of Federal Employees in the formulation and implementation of personnel policies, practices, and procedures.

Section 3

The Union will be offered an opportunity to speak, no more than 30 minutes, during new employee orientation. The content of the Union's presentation must be mutually agreed upon, and will not include internal union business such as membership solicitation.

Section 4

When the Union supplies the Agency with a Union packet of representational material, it will be included in the orientation package for the employee.

ARTICLE 43
Pilot Projects/Demonstration Projects

Section 1

The Parties recognize the need for more efficient operations within the Forest Service and agree that experimenting with different ways of completing various activities can benefit this objective.

Section 2

Pilot projects which include the Forest and affect working conditions or conditions of employment will not be implemented until requirements of Article 4 - Matters Appropriate for Mid-Term Negotiation, have been met.

ARTICLE 44

Furlough

Section 1

The Agency will notify the Union of a proposed furlough at least 15 days prior to the employee's notification. At that time, Management will advise the Union of the reason for furlough, the number, names, titles, series and grades of all employees affected, and the measures which Management proposes to take to reduce the adverse impact on employees. Furlough authority is held by the Department or Agency Head. The employees will be given 30 days' notice if the furlough is expected to be 30 days or less in accordance with 5 CFR Part 752 and will be given 60 days' notice if the furlough is more than 30 days, in accordance with 5 CFR Part 351. Employees will be asked to provide the Servicing Human Resources Office and supervisors with updated contact information for callbacks (e.g., phone number, personal email address, address, etc.).

Section 2

The following matters involving furloughs are appropriate matters for negotiations between the Parties, but are not limited to:

- (a) the content of furlough notices and the process for recall from furlough;
- (b) impacts for assigned days;
- (c) programs for counseling employees about furloughs and unemployment compensation, benefits, etc.;
- (d) provisions for keeping the Union informed of furlough developments;
- (e) any impacts on Union representation during the furlough;
- (f) budget mandated furlough- grade of employees involved top to bottom.
- (g) solicitation of volunteers

Section 3

For Emergency Furloughs of employees due to absence of Agency Appropriations:

- (a) Local Line Officers shall coordinate with Union representatives to ensure that they have access to Union files from their computers in order to conduct Union representational functions prior to the furlough going into effect. This is normally limited to the first four hours on the day the shutdown takes effect.
- (b) Employees are expected to report to work to receive and sign their furlough notice.
- (c) Except in the case of unforeseen circumstances, employees subject to being "on call" during the furlough will be identified in advance and notified by the end of the first furlough day.
- (d) All timelines/timeframes in this Agreement, except individual vacancy announcements, will be extended equal to the number of days of the furlough unless otherwise required by law or government regulations. Individual vacancy announcements will not close during the furlough if possible.
- (e) Employees are expected to check the information resources provided in their furlough notice as to the current USDA funding status, and when to return to work. Employees who are unable to return to work at the end of the furlough shall notify their immediate supervisor and may request leave in accordance with Article 13 – Annual Leave. Employee leave requests approved prior to the start of the furlough for leave that extends beyond the end date of the furlough shall be automatically reinstated at the conclusion of the furlough for the remainder of the original leave period.

(f) Furlough notices will include information regarding unemployment benefits specific to each state, including contact information. The HRM contact center and the Forest Service intranet and internet sites will be used to communicate Forest Service wide general furlough information. The Union will be provided, upon request, a list of all excepted bargaining unit employees.

ARTICLE 45

Telework

Section 1

Telework will be administered in accordance with applicable laws, government wide rule and regulation, as well as Departmental Regulation, (currently DR 4080-811-002, Telework Program, dated January 4, 2018) and this Agreement.

Section 2

The Agency will make available all Telework Program policies and procedures, as well as any relevant forms to employees on the Agency website.

Section 3

If Management has determined that only one employee in a unit may telework at once and more than one employee requests to telework on a specific day, when all other factors are equal, the determination of who is approved for that specific day will be based on seniority (i.e., service computation date)

Section 4

When Management requires an employee to return to the official worksite location for mission-related purposes, on scheduled telework days, the employee will have up to 90 minutes to return to the official worksite.

Section 5

Telework is not an entitlement. If an employee is denied participation in the Telework Program, based on performance and/or conduct matters, they may submit a request for reconsideration to the Deputy Forest Supervisor.

Section 6

When it is necessary to change or terminate a telework agreement, the Agency will provide the employee with a two (2) week advance notice, prior to the change or termination.

Section 7

Upon request, the Agency will provide the Union with the number of employees who have been approved or denied participation in the Telework Program, to the fourth organizational level.

Section 8

In the event there is a dispute regarding a bargaining unit position being ineligible for participation in the telework program (e.g., scheduled, emergency, situational) the Union may present its claim(s) for eligibility and may submit a request for reconsideration to the Deputy Forest Supervisor.

ARTICLE 46
Miscellaneous and General Provisions

Section 1

Departmental Regulations, Forest Service Manuals, Forest Service Handbooks and all negotiated labor agreements will be posted on the Agency website and available to all employees. The Agency agrees to provide links to these documents on the Monongahela National Forest web page.

Section 2

Upon request, Management will provide the Union with assistance in locating Agency information that is publicly available.

Section 3

Employees will not normally transport Government property in privately owned vehicles without written authorization of Management.

Section 4

The Parties agree that every employee has the right to be treated with courtesy and consideration normal in an employer-employee relationship. Management and employees will comply with the USDA Anti-Harassment Policy found on the Office of the Assistant Secretary for Civil Rights website. Employees who believe they have witnessed or are experiencing harassment are required to report such behavior in accordance with the Anti-Harassment Policy and any guidance from the Agency, and may initiate the complaint by contacting the Forest Service Anti-Harassment hotline.

Section 5

The Employer will not permit employees to use the workplace as a forum for controversial social, moral, or religious issues.

Section 6

Upon request, the Parties shall negotiate personnel practices and working conditions of Bargaining Unit employees affected by inmate work crews.

Section 7

The Parties are committed to maintaining a cooperative labor-management relationship. The Parties shall meet semi-annually to discuss labor-management relations and other topics of interest to the Parties. Each Party may designate no more than two individuals to attend the meetings. The meetings shall be held via Video Teleconference or conference call. By agreement, a meeting may be held in person. The Parties shall agree to the meeting agenda in advance of each meeting. If the Parties cannot reach an agreement on any agenda items, the Parties will not discuss these items at the meeting.

Section 8

Management may approve children in the workplace on an occasional or brief basis. It should not be allowed where there is an impact on safety or disruption to other employees, productivity, or scheduling. It should be considered only when no other practical alternatives exist.

ARTICLE 47

Duration and Amendments

Section 1

This Agreement shall remain in full force and effect for a period of three years from the effective date on the cover of this Agreement unless it is determined that the Union is no longer entitled to exclusive recognition under the Statute. This Agreement shall be renewed automatically for a one-year period if neither Party request renegotiations.

Section 2

Should one of the Parties choose not to extend the Agreement but rather renegotiate a new agreement, the following shall apply:

- (a) No earlier than 105 nor less than 60 days prior to the scheduled expiration date on the cover of this Agreement, the party wishing to renegotiate the Agreement shall provide written notice to the other party of its desire to do so and submit proposed ground rules.
- (b) The party receiving the request to renegotiate shall submit a counter proposal on ground rules to the moving party within 30 days of the receipt of the request to renegotiate.
- (c) The Parties shall begin ground rules negotiations at a mutually convenient time but within 15 days of the receipt of the counterproposals submitted by the responding party.
- (d) Within 30 days after the ground rules agreement, the Parties will exchange a complete set of written proposals at the initial negotiation session and commence bargaining.
- (e) While the Parties encourage full discussion of their mutual and respective interests, they agree that written proposals are an effective way of determining negotiability and either party will provide a written proposal to the other upon request.
- (f) With the exception of 2 (a), extensions or reductions of this time period will be by mutual agreement of the Parties.

Section 3

Upon mutual agreement, the Parties may reopen the provisions of this Agreement at any time following the effective date of this Agreement.

Section 4

After 12 months following the effective date of this Agreement, either party may unilaterally reopen no more than 3 Articles during the term of the Agreement. Such negotiations shall be conducted in accordance with Article 4 - Mid Term Bargaining. After one of the Parties exercises their right to open an Article(s), they will not unilaterally open another Article(s) for the following 12 months.

Section 5

Before reopening, the party wishing to reopen will submit to the other party at least 30 days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

Section 6

When the renegotiation of this Agreement is pending or in the process, and the Parties are unable to complete such renegotiation by the termination date of the Agreement as a result of negotiations pending third party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, this Agreement shall be continued until resolution of the dispute or issue.

Section 7

If appendices are a part of this Agreement, any changes will be negotiated in accordance with Article 4 - Mid Term Bargaining, of this Agreement.

Section 8

This Agreement fully and completely incorporates the understanding of the Parties hereto regarding the provisions contained herein. All previous agreements are no longer applicable, and this Agreement is the sole and complete Agreement as of the date of signature. This does not prevent the Parties from establishing further or different agreements in the future, but rather signifies that all previous agreements outside of this Agreement are no longer binding or applicable.

APPENDIX NO. 1
Monongahela National Forest
Forest Safety Committee Charter

Introduction

The Monongahela National Forest is responsible for maintaining a safe and healthful working environment for all employees, volunteers, youth and senior program enrollees, and others working on the forest. Management will strive to effectively ensure the health and safety of all workers including monitoring the performance of the safety program.

Purpose

- a)** The purpose of the Committee is to promote safety in all Forest activities, to seek out concerns of fellow employees regarding safety, to personally observe safety problems, to advise the Forest Leadership Team on safety matters and to ensure equitable treatment of employees regarding safety matters.

Principal Functions

- (a)** Promote, monitor the performance of, and review trends identified in Forest Safety and Health programs to maximize the effectiveness and to reduce accident/illnesses throughout the Forest. This will be accomplished by incorporating employee concerns and suggestions.
- (b)** Identify safety, health and wellness issues and provide recommendations to the Forest Supervisor and Leadership Team, on policy and program improvements.
- (c)** Improve communications through an integrated approach to safety across functional areas.
- (d)** Annually review priorities and recommend allocation of resources to ensure consistency with Forest safety objectives.
- (e)** Perform periodic safety reviews on Forest facilities and provide inspection support during the Annual Safety Program Evaluation, and subsequent completion of the Safety Program Evaluation Checklist (SPEC).

Team Structure

- (a)** Membership shall include Management, Bargaining Unit and Non-Bargaining Unit employees with equal representation. The Team will be comprised of: a minimum of one representative from each District and the SO. The Forest Safety Manager may serve in an advisory role and as a subject matter expert.
- (b)** Members shall normally serve a two-year term, starting from the time elected. One Bargaining Unit and Non-Bargaining Unit member will rotate off the committee simultaneously.
- (c)** Duties including facilitation, recording meeting minutes, scheduling, and agenda preparation will be rotated by committee members.
- (d)** The committee member that is representing the Bargaining Unit will be selected by the Union. If either Party's committee member selection is not agreeable, another employee will be negotiated. The Committee will elect its chairperson from its membership.

Meetings

- (a)** The Forest Safety Committee shall meet together at least quarterly.
- (b)** Committee meetings will be held at various facilities throughout the Forest on a rotating basis.
- (c)** Meeting minutes will be posted to the Forest web page.
- (d)** Advance notice of meetings shall be given to the membership and each meeting shall be conducted in accordance with a prepared agenda. Meetings are open to all employees.

Authority

- (a)** This committee acts as an advisory council.