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Preamble

Pursuant to the policy set forth by Public Law 95-454, also known as the Civil Service Reform Act of 1978 (CSRA), regarding federal labor-management relations, the following articles of this basic agreement (Agreement), together with any and all supplemental agreements which may be agreed to at later dates, constitute a total agreement by and between the Department of the Interior (DOI), U.S. Fish and Wildlife Service (Service) Region 3 Regional Office (RO) and the Twin Cities Ecological Services Field Office (TCFO), hereinafter referred to as the "Agency" or "Management" and the National Federation of Federal Employees, Federal Local 14, International Association of Machinists and Aerospace Workers (AFL-CIO), hereinafter referred to as the "Union" or "NFFE Local 14" and collectively known as the "Parties."

It is the intent and purpose of the Parties to promote and improve the efficient administration of the federal service and the wellbeing of employees within the meaning of the CSRA, to establish a basic understanding relative to the personnel policies, practices, procedures, and matters affecting general conditions of employment within the jurisdiction of the RO and TCFO, and to provide a means for amicable discussion and adjustment of matters of mutual interest. To help fulfill these goals, the Parties are committed to achieving collaborative relations.

The Parties to this Agreement, intending to be bound hereby, agree as follows:

ARTICLE 1 - Recognition and Unit Designation

1.1 The RO, whose designated office official is the Regional Director, and the TCFO, whose designated office official is the Field Supervisor, herein referred to as the Agency or Management; recognize that the Union is the exclusive representative of all employees in the bargaining unit described in Section 1.2 below.

The Agency agrees to recognize the officers, duly designated representative(s), and stewards of the Union. The Union will furnish the Agency upon request a listing of said officers, representatives, and stewards.

1.2 The Union to which this Agreement is applicable is composed of: all nonprofessional employees of the U.S. Fish and Wildlife Service, Region 3, Regional Office (RO), Bloomington, Minnesota and Twin Cities Ecological Services Field Office (TCFO), Bloomington, Minnesota. Excluded are all: Management officials; supervisors; and employees described in Title 5 United States Code (USC), Sections 7112(b) (2), (3), (4), (6), and (7).

1.3 When requested by the Union, the Human Resources Officer or the designated point of contact with the Union will provide the Union with an alphabetical list of all bargaining unit employees within five (5) work days of such request sho\\-ing the employee's series and grade. The Union agrees that such a request will normally not be made more than once every thirty (30) days.

1.4 Both Parties agree that TERM employees are included in the bargaining unit.

1.5 Employees, who are on time limited appointments, for example "temporary employees," are excluded from the bargaining unit. Employees who are interns under the Pathway program are considered temporary employees.

1.6 Based on current line authority, employees assigned to the Law Enforcement Program in the RO and employees in the St. Paul Law Enforcement Office are excluded from the bargaining unit. If the current line authority changes, the Union will be notified and the ' employees may be included at that time.

·ARTICLE 2 - Duration and Amendments

2.1 The effective date of this Agreement, amendments, and revisions, shall be the date it is signed by the Office of the Secretary of the Interior, or thirty (30) calendar days after it is signed by the Parties, whichever comes first, unless disapproved in accordance with law.

2.2 This Agreement shall remain in effect for three (3) years.

2.3 This Agreement automatically renews for an additional three (3) years on the anniversary date thereafter unless, between sixty (60) and one hundred and five (105) calendar days prior to any such date, either party gives written notice to the other party of its desire to modify the Agreement. The notice must be acknowledged by the other party in writing within ten (10) work days.

2.4 This Agreement will be implemented and become effective when it has been executed by the parties, ratified by the Union and submitted to the Agency head and reviewed and approved pursuant to 7114(c) of 5 U.S.C. Chapter 71.

2.5 This Agreement may be amended as follows:

A. At any time by mutual agreement of both Parties.

B. Within a reasonable time after the enactment of any new law which effects the working conditions of any bargaining unit employee. A proposal by either party to negotiate such amendment(s) or supplement(s) shall cite the pertinent law and the article(s) of this Agreement affected. Refer to Article 7 for the process to follow for negotiations.

2.6 This Agreement may be supplemented [i.e., via Memorandum of Understanding (MOU)] at any time by mutual agreement of both Parties. To initiate negotiations of a supplement, the requesting party needs to provide the other (responding) party written notice of the issue/subject of the supplement. Within a reasonable period of time (i.e., twenty (20) work days), the responding party will advise the requesting party of its decision to negotiate or discuss the requested amendment or supplement. Supplemental agreements shall become effective on the date signed by the appropriate official(s), unless otherwise stated in the supplement. The appropriate official for the Agency is the Director, Office of Human Resources, Department of the Interior. Supplements shall remain in effect, concurrent with the basic agreement, unless it specially states otherwise (e.g., with a pilot or trial endeavor).

ARTICLE 3 -Communication and Union Relations

3.1 The Parties agree to respect the privacy of all employees both during and at the conclusion of the grievance and/or conflict resolution process, Union information requests, and when they become aware of similar confidential or sensitive issues involving an employee's performance, disciplinary action, counseling, and/or conduct. The credibility, privacy, and integrity of these processes will be protected and will not be discussed without the employee's permission with other employees or individuals who were not involved in the process. All employees shall be treated with respect, common courtesy, and consideration.

3.2 Union Officials, who are not employees of the Service, shall be admitted to appropriate work areas upon advance written request from the Union and approval from the Human Resources Officer or the designated point of contact with the Union. The request from the Union shall include the narne(s) of the individual(s) who are requesting approval to visit the RO and/or TCFO and will include the narne(s) of the employee(s) being visited, the place(s) to be visited, time(s) and date(s) of the visit(s), and the purpose of the visit(s). Union Officials, who are not employees of the Service, may meet with employees in non-work areas (e.g., Union Office, conference/focus rooms, and break rooms) provided the employees are on their own time or have been authorized by their supervisors for such a meeting.

3.3 Selection letters to new bargaining unit employees will contain notification that NFFE Local 14 is the exclusive representative and that they are covered under the terms of this Agreement.

3.4 Orientation meetings for new employees are formal meetings and the Union is entitled to attend. However, unless otherwise arranged, the Union waives its right to attend orientation meetings provided that Management allows the employee official time to meet with a Union official within six (6) months after the employee enters on duty (i.e., the effective date of the appointment).

ARTICLE 4 - Management Rights and Responsibilities

4.1 Nothing in this Agreement shall affect the authority of any Management Official to determine the mission, budget, organization, number of employees, and internal security practices and, in accordance with applicable laws and regulations:

A. To hire, assign, direct, layoff, and retain employees of the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

B. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency's operations shall be conducted;

C. With respect to filing positions, to select for appointments from among properly ranked and certified candidates for promotion or from any other sources;

D. To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods, and means of performing work, however, the Agency may choose to negotiate these subjects; and

E. To take whatever actions may be necessary to carry out the Agency's mission during emergencies.

ARTICLE 5 - Employee Rights and Responsibilities

5.1 Employees shall have the right freely and without fear of penalty or reprisal, to form, join and assist a lawful labor organization (NFFE Local 14), or to refrain from such activity. The Parties agree that no interference, restraint, coercion or discrimination shall be practiced within the bargaining unit to encourage or discourage membership in any labor organization. Employees are not authorized under Public Law 95-454, Title 7 to assist a labor organization or participate in its management or represent it, if such activity could result in a conflict or apparent conflict of interest or otherwise be incompatible with the law or with the official duties of the employee.

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

5.3 Employees in units represented by an exclusive labor organization (NFFE Local 14) have the right to request Union representation at an examination by a representative of the Agency in connection with an investigation if the employee believes the examination may result in disciplinary action (5 U.S.C. 7114(a)). This is also known as the Weingarten Rights (see Appendix A). A notice concerning the Weingarten Rights will be sent out annually.

The Parties acknowledge that the employee does not have the right to Union representation at a discussion that is exclusively based on the employee's performance (e.g., a performance progress review, counseling sessions pertaining to performance issues, annual performance appraisal).

During an examination, when a representative is requested by an employee, the examination will be discontinued for a reasonable amount of time until a Union Representative is obtained or the meeting rescheduled or ended by the Agency.

Employees will be advised of the purpose of an investigation. If known at the time of interview, employees shall be informed if they are the subject of the investigation and whether the course of action being pursued is administrative or criminal. The Parties further recognize that at the time of the investigation the course of action is unlikely to be known. If an employee will be required to answer questions concerning an administrative inquiry that they reasonably believe may result in criminal prosecution (i.e., unable to decline answering a question based on a concern of self incrimination), the employee may request that the Agency waive its right to criminal prosecution (see Appendix A). Making this determination is the employee's responsibility. Employees have the right to ask questions pertaining to their rights, obligations, and consequences before and during the interview.

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

5.5 Employees shall not lose rights to representation due to a detail away from their duty station, scheduled leave, illness, furlough, suspension, removal, non-pay status or other reason beyond the employee's control.

5.6 Employees shall have the right to obtain information about procedure, policy, practice, regulation or other matters pertaining to conditions of employment from persons employed to deal with such matters. Such information may be obtained through e-mail, telephone, or meetings.

5.7 An employee may be represented by an attorney or other representative other than NFFE, of the employee's own choosing, in any appeal action not under the negotiated grievance procedure. The employee may exercise complaint or appellate rights, which are established by law, rule, or regulation.

5.8 Employees may use a reasonable amount of official time in pursuit of rights under this Agreement. An employee will request official time and inform his or her supervisor of the approximate length of time needed and the location where the employee will be. If the employee cannot be released due to work-related reasons pertaining to the mandatory short-term coverage and/or the critical mission of the functional area, the employee will be released as soon as the mandatory work requirement is met or appropriate arrangements are made. Ordinary work load will not preclude the release of the employee, but delays to arrange coverage of the employee's duties may be necessary. If a delay in releasing an employee involves a situation with a contractual time limit, the employee or their representative will notify the appropriate Agency official in writing (i.e., via e-mail) of the delay and the time limit shall be extended equal to the delay.

5.9 Employees and their representative, if an employee, may use a reasonable amount of official time to participate in other complaint procedures [e.g., complaints and appeals to Federal Labor Relations Authority (FLRA), U.S. Office of Personnel Management (OPM), Merit System Protection Board (MSPB), Equal Employment Opportunity Commission (EEOC) or mediation]. An employee and the employee's approved representative will request official time and inform his or her supervisor of the approximate length of time needed and the location where the employee will be. If the employee cannot be released due to work-related reasons pertaining to the mandatory short-term coverage and/or the critical mission of the functional area, the employee will be released as soon as the mandatory work requirement is met or appropriate arrangements are made. Ordinary workload will not preclude the release of the employee, but delays to arrange coverage of the employee's duties may be necessary. If the Union is representing the employee(s) see Article 21 for the use of official time.

5.10 This Agreement does not prevent any employee, regardless of employee organization membership, including Union Representatives, from bringing

matters of concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies.

5.11 Employees will not be subject to reprisal for exercising their rights pursuant to any law, rule, or regulation, or under this Agreement.

5.12 Employees 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 212 FW 1. Employees need to notify their supervisor in writing concerning such activities by including a description of the outside work or activity, an estimate of the number of hours per week spent engaged in the outside work or activity, and & statement providing an opinion of any apparent or potential conflict of interest between the work activity and official duties. The purpose of the notification is to prevent a potential conflict of interest and not for the supervisor to approve an outside activity that is not considered a potential conflict of interest. However, approval is required for outside employment with a "prohibited source" in accordance with 212 FW 5. A prohibited source includes any organization or person(s) who is seeking official action by the Service; does business or seeks to do business with the Service; conducts activities regulated by the Service; or has interests that may be substantially affected by the performance or non-performance of the employee's official duties.

5.13 Employees shall be kept informed of new and changes in rules, regulations, and policies under which they are obligated to work.

ARTICLE *6* - Union Rights and Responsibilities

6.1 NFFE Local 14 has the exclusive right to represent all employees in the bargaining unit to:

A. Negotiate a labor-management agreement, amendments or supplements thereto in accordance with Title 7, Public Law 95-454.

B. Consult and/or negotiate, as appropriate, \vith the Agency on appropriate matters as defined and/or as required in the Civil Service Reform Act, Title 7, after the signing of the labor-management agreement and throughout the duration of such agreement.

6.2 The Agency will recognize a total number of five (5) stewards. The total number of stewards does not include Union officers who may act as stewards. For the purpose of administration of this Agreement, Management agrees to recognize identified representatives of the NFFE National Office in lieu of or in addition to NFFE Local 14 officers and stewards.

6.3 Internal Union business, such as soliciting membership, collecting dues, campaigning, electing officers, posting and distributing literature will be accomplished on break times or during non-duty hours, which includes the meal period. Local meetings typically will be conducted during meal periods, before and after work, and on non-duty hours of the employees involved. NFFE Local 14 meetings may be conducted during duty-hours with advance approval by the Agency.

ARTICLE 7 -Appropriate Matters for Negotiations and Consultations

7.1 During the term of this Agreement, no regulation, other than those implemented by law or executive order, shall be enforced if it conflicts with any portion of this Agreement and was not in effect on the date this Agreement was approved, unless an agreement is reached between the Parties. To the greatest extent possible, the Agency will provide the Union with opportunities for involvement concerning changes in working conditions prior to implementation.

A. Except in emergencies or other uncontrollable conditions, the Agency will provide the Union at least twenty (20) work days advance written notification of changes in working conditions of employment. The notification will include a written proposal of the new or modified change(s), the proposed implementation date, and other pertinent aspects of the proposal.

B. The Union will review the Agency's proposal and may request to negotiate. Such a request to negotiate, along with the Union's counter-proposal, will be submitted in writing to the Human Resources Officer or the desi$_{g\,n}$ated point of contact with the Union or their Acting within twenty (20) work days after receipt of Management's proposal. If the Union submits an information request, the time limit will be extended for the equal number of days it takes to receive the information or a response.

C. When the Union submits a timely written request to negotiate, the Agency will delay the implementation of the proposed change until such time as the Parties reach agreement on all negotiable issues connected with the change, unless an emergency or overriding need exists requiring Management to implement the change prior to agreement. If the Union does not submit a written request to negotiate within twenty (20) work days, the Agency will interpret that as concurrence by the Union with the proposal and will implement the change without further notification to the Union.

D. Negotiations will be scheduled at an agreed upon time. The Parties agree that the Union will be entitled to have the same number of negotiation team members as Management desi$_{g\,n}$ates for their team. The Union Officials will be authorized official time during the negotiations during the hours employees would otherwise be in a duty status. Normally, negotiation teams will consist of two team members for each party. Prior to the start of the negotiations, the names of the members on both negotiation teams will be exchanged formally (in writing) by both Parties. Union Officials will have already received approval from their supervisor for official time.

E. Upon reaching agreement on all proposals, a signed memorandum of understanding will be prepared and signed by both Parties.

7 2 When the Parties cannot agree on a negotiable matter and an impasse has been reached, the items shall be set aside. After all negotiable items on which agreement can be reached have been completed, the set aside items will again be reviewed jointly by the

Parties. If agreement is not reached after a final attempt to negotiate the items, the Parties shall seek the services of the Federal Mediation and Conciliation Service (FMCS). When mediation does not resolve the impasse, either party may seek the services of the Federal Service Impasse Panel (FSIP). In the event impasse is invoked, only the agreed to items will be implemented.

7.3 When the Agency believes that a matter is non-negotiable, and upon written request from the Union, it will advise the Union in writing of its rationale for such belief. The Union has the right to proceed to the Federal Labor Relations Authority (FLRA) in accordance with Chapter 71 of 5 U.S.C.

7.4 Privileges of employees which are past practices and have become an integral part of working conditions shall remain in effect unless the Agency decides to modify them. The Union will be afforded the opportunity to negotiate, as appropriate, and the practice shall not be changed prior to notification to the Union and completion of negotiations. For a past practice to be binding on the Agency, it must concern a working condition of employment, be clear, be known and consistently followed by both Parties for an extended period of time and followed by both Parties or followed by one party and not challenged by the other party over a substantially long duration, and is consistent with law and Government-wide regulation.

7.5 The Union may submit proposals to the Human Resources Officer, the designated point of contact with the Union or their Acting for negotiations. The Agency will respond to the Union in writing within twenty (20) work days of receipt. Negotiating procedures will be in accordance with this Article.

ARTICLE 8 - Negotiated Grievance Procedures

8.1 The purpose of this Article is to provide the sole and exclusive procedure for processing a grievance from the Union, the Agency, an employee, or from a group of employees. Under this procedure, no employee or the Agency may file a grievance and seek resolution under any of the steps below without allowing the Union to be present. The only exceptions to this procedure are the exclusions listed in this procedure.

8.2 When a group of employees has a grievance to process, they must notify, in writing, the appropriate official as defined in step one of this procedure the name of the spokesperson, and the names of all persons participating in the grievance.

8.3 Only the Union, or a representative approved by the Union, may represent employees under this grievance procedure. Employees do not have the right to determine who from the Union will represent them; only the Union can make this determination. Any employee or group of employees may personally present a grievance and have it resolved without representation by the Union provided that the Union will be given the opportunity to be present at all discussions between the employee and Management during the grievance process and resolution. Any such resolution must be consistent with the terms of the negotiated agreement. Because a meeting to discuss a grievance is a formal discussion, the Agency must invite the Union to be present unless the representative of the employee has been appointed by the Union.

8.4 Both the Union and the employee recognize that under this grievance procedure, in rare cases, employees may only have a two-step grievance process available to them i.e., their immediate supervisor is an Assistant Regional Director (ARD) or the Regional Chief, National Wildlife Refuge System or equivalent.

8.5 The presentation of a grievance does not insulate an employee or group of employees from the Agency taking appropriate action to address performance and/or conduct concerns/issues.

8.6 Failure by the employee or his/her representative to meet a time limit as stated in this procedure or to request and receive an extension of time shall automatically cancel the grievance.

8.7 Any time limits of the employee(s), the Union, or the Agency may be extended if mutually agreed to in writing by the Parties. When information is requested from the Union or from the Agency that is needed to process a grievance or determine if a grievance exists, the time limits will be extended equal to the amount of time required to receive the information.

8.8 The intent of this procedure is to resolve problems, and, as such, a response is expected from the deciding official at every step within the specified time. If the employee does not receive a response within this time period, the employee may petition the other party in writing to obtain the reason(s) for the delay. If no response is received within five (5)

work days, the employee may proceed to the next step of the grievance and/or arbitration procedure. The absence of a response will become a part of the documentation of the grievance file and will be given due consideration by the next deciding official and/or arbitrator. Time limits will be extended to equal the time required to meet this step. However, if the employee does not receive a written decision at Step One, they may proceed directly to Step Three.

8.9 This grievance procedure will also be used to file a grievance or complaint by the Union or by the Agency concerning the effect or interpretation, or a claim of breach of the negotiated agreement. A grievance for this reason should be initiated at Step Three. If not resolved at Step Three, either the Union or the Agency may invoke arbitration.

Exclusions

8.10 Title 5, U.S.C., Section 7121 requires the collective bargaining agreement to provide procedures for the settlement of grievances, including questions of arbitrability, and further defines what is excluded from the grievance procedures.

8.11 In addition to the above, this grievance procedure will not apply to:

A. Any claimed violation of sub-chapter II of Chapter 73 of this title (relating to prohibited political activities);
B. Issues relating to retirement, life insurance, Flexible Spending Accounts, Thrift Savings Plan, Student Loan Repayment Program, or Health Insurance;
C. A suspension or removal for reasons of national security (including actions taken as a result of suitability decisions based on required investigations);
D. Any examination, certification, or appointment;
E. The classification of any position which does not result in the reduction of grade or pay of an employee;
F. Termination of probationary or trial employees;
G. A salary retention decision as a result of a downgrade;
H. Internal security;
I. Injury compensation benefits from the Department of Labor, Office of Workers' Compensation Programs (OWCP);
J. The granting of, failure to grant, or the amount of a cash award based upon an employee's overall annual performance, a special act or service award, a time off award, and/or a non-monetary award, with the exception of a claim that an employee involuntarily received disparate recognition for an identical accomplishment;

Example 1: An award is submitted for two employees with identical justifications and employee A receives $250 and employee B $500. It would be grievance.

Example 2: Same situation as above, except employee A tells his supervisor via email he would rather have 8 hours of time-off in lieu of cash. Not grievance.

Example 3: Employee A oversees a project and receives a $750 award with a justification that outlines his/her management of the project and employee B receives a $250 award with a justification that identifies his/her limited involvement in the project. Not grievance.

K. The receipt of or failure to receive a quality step increase;
L. The receipt of or failure to receive an honorary award or any other type of discretionary award;
M. The contents of an employee's performance plan to include the critical elements and standards or a Performance Improvement Plan, with the exception of a claim that a critical element is invalid;
N. Non-selection for promotion from a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion, or the area of consideration;
0. An action that terminates a detail or temporary promotion prior to the "not to exceed date" and returns the employee to the position from which detailed or temporarily promoted, or assigns the employee to a different position that is not at a lower grade or pay than the position from which detailed or temporarily promoted;
P. A decision by Management or at the recommendation of an outside entity such as the Office of Inspector General, Department of Justice, or the Office of the Special Counsel to conduct an audit, administrative inquiry, or investigation into alleged actions by an employee. The employee would retain the right to grieve any administrative action imposed upon them based on any findings from such an audit, administrative inquiry, or investigation; or
Q. Reduction in Force or a furlough of more than thirty (30) calendar days.

8.12 Both the Agency and the Union recognize that most grievances arise from misunderstandings and disputes that can best be resolved at the lowest supervisory level. Employees are encouraged to discuss issues of concern informally with their supervisors and/or Human Resources professional, before reaching the level of filing a grievance.

8.13 Alternative Dispute Resolution (ADR) processes, such as mediation, may be used at any point during a conflict or grievance and is encouraged early in the process. The mediator/facilitator can be selected from any available source agreed upon by all Parties. Cost incurred as part of the ADR process will be paid by the Agency.

The Parties agree that participants in an ADR process should be limited to the mediator/facilitator, the supervisory official, the employee(s), and/or the employee(s) representative(s) and a representative from the Union, if the ADR process is the result of the employee having filed a grievance. Otherwise, Union representation may not be required.

Representatives for the parties in ADR must have the authority to reach final resolution. If resolution is reached, a written agreement will be signed by the Parties. All deadlines within this grievance procedure will be extended during the ADR mediation process.

8.14 Election of Forum:

a. Filing a grievance constitutes an election of forum. If the grievance forum is selected, then the bargaining unit employee cannot file on the same issue/same theory in any other forum, such as the Merit Systems Protection Board (MSPB) or Equal Employment Opportunity Commission (EEOC). The bargaining unit employee waives appeal rights in these other forums by filing the grievance.

b. Nothing in this article shall prevent an employee from filing a complaint with Office of Special Counsel.

Official Time or Excused Absences

8.15 The effective administration of labor-management relations includes provisions for employees and their representatives (if a Service employee of the RO or TCFO) to be provided with reasonable time to present their grievances during their normal work hours. This opportunity is an integral part of the day-to-day relationship among employees, the Union, and the Agency. The right to redress grievances is a right of an individual employee, a group of employees, the Union, or the Agency. The Agency agrees that the initiation of a grievance shall not be construed as reflecting unfavorably on an employee's or the Union's good standing, performance, or desirability to the organization.

8.16 Union Officials/Representatives must request and obtain advance approval from their immediate supervisor, or designee, for the use of official time in an amount that is reasonable and necessary, and is in connection with the processing or investigation of a grievance, or in connection with the decision to invoke arbitration.

8.17 Employees who wish to meet with a Union Representative to discuss a grievance during regular work hours may request from their supervisor approval to be absent from their work area. Up to two (2) hours "excused absence" may be approved for employees to meet with a Union Representative, prepare, research, and/or document their written grievance. A maximum of an additional four (4) hours may be approved for the preparation of a grievance if arbitration has been invoked. Every effort possible will be made to ensure the availability of both the Union Representative and the Employee for meetings relating to the processing of a grievance.

8.18 Step One

The presentation of a grievance must be initiated in writing and presented to the employee's immediate supervisor or the next level supervisor if the grievance involves the immediate supervisor, "Within fifteen (15) work days of the incident that gave rise to the grievance, unless the employee could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within fifteen (15) work days of the date the employee first became aware of the incident. A grievance concerning a continuing practice or condition must be initiated within fifteen (15) work days of the last incident. The grievance may be submitted by either the employee or his/her representative. The grievance must clearly state the action that is being grieved, the name and the title of the employee's representative, and the remedy or remedies being requested to resolve the grievance. The deciding official will provide the employee and

the Union with a written decision within fifteen (15) work days of receipt of the grievance. The decision will include a statement indicating the employee's right, if dissatisfied with the decision, to submit the grievance to the Step Two deciding official, the ARD or Regional Chief, NWRS or equivalent as appropriate within the employee's supervisory echelon.

Step Two

The grievance must be submitted in writing within fifteen (15) work days of receipt of the Step One decision and must be submitted to the ARD or Regional Chief, NWRS or equivalent, or to their designee. The grievance must contain a copy of the Step One decision. The deciding official will provide the employee and the Union with a written decision within twenty (20) work days of receipt of the grievance. The decision will include a statement indicating the employee's right, if dissatisfied with the decision, to submit the grievance to the Step Three deciding official, the Regional Director (RD) or Deputy Regional Director (DRD).

Step Three

The grievance must be submitted in writing within fifteen (15) work days of receipt of the Step Two decision and must be submitted to the RD/DRD, or to his/her designee. The grievance must contain a copy of both the Step One and Step Two decisions. The RD/DRD will provide the employee and the Union with a written decision within twenty (20) work days of receipt of the grievance.

If the Step Three decision does not grant the requested remedy in whole, or, if in part, is not acceptable to the employee, the grievance may be referred to the Union who may invoke arbitration using the arbitration procedures.

ARTICLE 9 - Arbitration Procedures

9.1 If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union or the Agency agree to attempt to resolve the issue through mediation prior to invoking arbitration. The request to mediate should be submitted within fifteen (15) work days after receipt of a decision from the final Step of the Negotiated Grievance Procedure which does not grant the grievant(s) the remedy in whole or in part, requested in the grievance. The Federal Mediation and Conciliation Service (FMCS) will be contacted to request a mediator.

9.2 If the issue is not resolved in mediation, the Union or the Agency may refer the issue to arbitration. The request to refer an issue to arbitration must be in writing, signed by the President of the NFFE Local 14 or the DRD to be valid and the request should be submitted within twenty (20) work days of the closure of an unsuccessful mediation attempt.

9.3 Within twenty (20) work days from the date of receipt of a valid arbitration request, the party requesting arbitration shall request within five (5) work days the FMCS submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. The Parties shall meet within ten (10) work days after receipt of such a list to select an arbitrator. If they cannot agree upon one of the listed persons, the party requesting the arbitrator strikes first, then the parties alternate. In this manner, the Agency and the Union shall each strike an arbitrator's name from the list of seven (7) and shall repeat the process until one (1) name remains and the remaining name shall be the duly selected arbitrator.

9.4 The arbitrator's fee and expenses shall be borne by the losing party. However, if, in the arbitrator's judgment, neither party is the clear losing party, then the arbitrator will indicate the percentage of the arbitrator's fee each party will pay. Absent a percentage being provided by the arbitrator the cost of the arbitration will be divided equally between NFFE Local 14 and the Agency. If both Parties request a copy of the transcript, each party will share the cost for the court reporter and each party will pay the cost for their copy of the transcript. If only one party requests a transcript, then that party will pay the full cost for the court reporter and for their copy of the transcript.

Each party shall bear the expense of preparing and presenting its own case.

9.5 The Parties, prior to submitting an arbitration request, shall meet and attempt to clarify the specific issue(s) for arbitration that were raised during the grievance process and to state the issue(s) in writing. If the Parties cannot reach agreement on the issue(s), each party shall provide the other, in writing, a copy of their issue(s) within five (5) work days of the above meeting. Each party shall provide the other with a complete list of witnesses to be called to testify at the arbitration. Names of witnesses and the written issues will be provided to the arbitrator. All witnesses shall be free from fear of reprisal and

harassment; further, all witnesses will be allowed to be excused from work during their normal work hours with no charge to leave to be interviewed during the arbitration process. Union officials/representatives must request and obtain advance approval from their immediate supervisor, or designee, for the use of official time in an amount that is reasonable and necessary and is in connection with this procedure.

9.6 The process to be utilized by the arbitrator may be one of the following:

A. A "stipulation of facts to the arbitrator" can be used when both parties agree to the facts of the issue(s) and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

B. An "arbitration hearing" should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue(s). In this case, a formal hearing is convened and conducted by the arbitrator. By mutual agreement, the Parties may use an expedited hearing procedure.

C. The Parties may mutually agree on "stipulation of facts to the arbitrator," or either party may request a hearing.

9.7 The arbitration hearing will be held at a mutually agreed upon location during the regular day shift hours of the basic work week, unless both Parties mutually agree to extend the day.

The Union President or his/her designee, the Agency's representatives, and the employee and his/her representative, if the representative is an employee of the Service within the RO or TCFO, and the Parties' witnesses, who have direct knowledge of the circumstances and factors bearing on the case, are excused from duty without loss of pay or charge to leave/credit hours while participating in the arbitration proceedings. The Union President and the Union Representative (if designated by the employee) will be granted official time during the arbitration hearing.

The Union will be responsible for contacting witnesses requested by the Union or the employee, and for ensuring these witnesses have been excused from duty by their supervisor, as far in advance as possible of the scheduled arbitration hearing.

Witnesses will be called as required to give testimony. Witnesses will only be in the hearing room while giving testimony.

9.8 The arbitrator will be requested to render her/his decision and remedy to the Parties as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless the Parties agree otherwise.

9.9 The arbitrator shall have the authority to interpret the terms of this Agreement. The arbitrator shall not have the authority to add to, subtract from, or modify:

A. Any of the terms of the Agreement, or any supplement thereto; or

B. Any law or Government-wide regulation.

The arbitrator will have the full benefit of review of the laws, Federal regulations, DOI and Service published policies and regulations.

The arbitrator shall have the authority to make all grievability and/or arbitrability determinations.

When the issue(s) requires, or the arbitrator/party or Parties request that the work site be visited and such is accomplished, the arbitrator shall, in her/his conclusions, outline what s/he has seen at the work site and to what extent, if any, and the exposure to the work site had on the decision.

The arbitrator's decision shall be in writing and shall be final and binding and the remedy shall be effective within seventy-five (75) work days in its entirety, provided an exception to the arbitrator's award is not filed and the arbitrator's decision is in accordance with law, rule, and/or regulation. Within twenty (20) work days from receipt of service of the arbitrator's award, the Parties to the arbitration will notify each other, in writing, whether or not they are filing for an exception to the FLRA. An exception to the arbitrator's award must be filed with the FLRA within thirty (30) calendar days following the date of the award.

9.10 An employee who is found to have been affected by an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all or part of the pay, allowances, or pay differentials, the employee will be entitled to correction and/or cancellation of the personnel action(s). The employee will also be entitled back pay, as appropriate.

9.11 Questions that cannot be resolved by the Parties as to whether or not a grievance is a matter subject to the grievance procedure in this Agreement, or is subject to arbitration under this Agreement, will be referred to the arbitrator for a decision.

Questions raised as to whether or not a witness is necessary will be resolved by the arbitrator.

ARTICLE 10- Safety and Health

10.1 The Agency will, to the extent possible, seek to provide and maintain safe and sanitary working conditions and equipment for employees in accordance with established procedures that are consistent with the guidance under the Occupational Safety and Health Act of 1970. The Union will cooperate to that end and will encourage all employees to work in a safe manner, and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor.

10.2 The Agency agrees to consider all recommendations of the Union relative to basic policy on safety and health. If employees or the Union believe that a safety and/or health hazard has not been properly abated beyond the normal hazards inherent in the activity, they have the right to file a grievance. An employee or the Union may also contact OSHA at any time.

10.3 The Parties agree to follow Service policy as stated in 240 FW 1 through 6, Occupational Safety and Health Administration (OSHA) and any other applicable regulatory requirements.

10.4 The Agency agrees to develop an Occupancy Emergency Plan (OEP) for the RO and TCFO.

10.5 The Union will cooperate in efforts to promote safety and health.

10.6 When harmful conditions are discovered by an employee, they shall be reported immediately to the employee's supervisor or the Agency's Regional Safety, Health, and Environmental Compliance Office for determination of the conditions and if any remedial actions are required. The Agency agrees to consider input from the Union regarding real or perceived environmental problems in any building in which bargaining unit employees are required to work.

10.7 The Union may designate a representative to serve on the Safety Committee at the TCFO and RO. Employees involved in activities or representation pursuant to this Article shall receive official time for such activities.

10.8 The Agency shall conduct a safety and health inspection of the RO and the TCFO every four years. The Union will be notified and upon request and when feasible, a representative will be given an opportunity to accompany the inspector.

10.9 The Agency agrees to provide to the Union, upon request, appropriate reports of safety inspections, accidents, and occupational illnesses pursuant to established regulations concerning the release of such information.

ARTICLE 11-Travel

11.1 The Parties agree that travel on official Government business is in the public interest. The Parties also agree that travel can put a strain on the employee's home life.

11.2 To the maximum extent possible, supervisors will not require employees to travel during non-duty hours. Upon request to their supervisor, employees will be advised if they are eligible to be compensated for travel time and how to request that compensation. Additional information regarding travel can be found in 225 FW 7.

ARTICLE 12 - Union Uses of Facilities and Services

12.1 The Agency and the Union agree that having a confidential furnished private space for the Union is in the public interest and is needed to discuss various issues that may arise from time to time. Such space as is allocated for Union use shall be reserved for Union use, and any and all materials contained therein shall be considered to contain confidential Union information. The Union Office will have a locking door and the Union will be given two (2) keys. The Union may request additional needs to the Human Resources Officer or the designated point of contact with the Union.

12.2 The parties acknowledge there may be rare circumstances (e.g., investigation, security breach where management officials may require access to the space allocated to the Union.

12.3 Upon request from the Union, the Agency will provide a computer, monitor, printer, and telephone with its own phone extension to be listed in the RO/TCFO telephone directories. Management will pay up to $300 a year for the cost of long distance telephone calls made by the Union. The Union may request additional long distance costs to be paid by the Agency with justification. The Union will make every effort possible to limit the number of long distance calls and to utilize email when practical.

12.4 At no cost to the Union, network and internet service will be provided by the Agency. The Union agrees to abide by applicable laws and regulations regarding the use of Government computers and care of Government equipment.

12.5 Standard office supplies including but not limited to pens, pencils, paper, printer toner, bulletin boards, and staples not to exceed $150 a year will be provided by Management for use by the Union. There will be one (1) bulletin board on the ninth floor and one (1) bulletin board will be located on the tenth floor of the Norman Pointe II Building in a common space and one (1) shared bulletin board will be located in the main hall area of the TCFO.

12.6 Upon request and subject to availability, the Agency will make conference room facilities available for conducting internal Union business and representational meetings at the RO and TCFO. NFFE Local 14 will be responsible for the proper use and care of the conference room facilities when used.

12.7 A government owned vehicle may be used by bargaining unit representative(s) when authorized by Management for representation activities at the TCFO which Management determines are consistent with the mission of the Agency.

12.8 NFEE Local 14 shall be allowed to receive U.S. Mail at the RO and be assigned an account number and allowed to send U.S. Mail at the Agency's expense not to exceed $20 per fiscal year for representational activities only.

ARTICLE 13 - Overtime

13.1 When overtime assignments are necessary, efforts will be made by the Agency to distribute overtime equitably and fairly among employees keeping in mind the skills and qualifications Management determines are necessary to perform the overtime work. When possible, consideration will be given to those volunteering to work the overtime.

13.2 Whenever practical, overtime will be assigned as follows:

A. When the decision has been made to assign overtime work to a bargaining unit employee, the supervisor shall distribute overtime work on an equitable basis to those qualified employees who are within the work unit performing the work; the supervisor shall consider the use of qualified volunteers who are known to the supervisor at the time overtime is needed.

B. When the supervisor has determined that more than one (1) employee is qualified and available to do the overtime work, the supervisor will assign the overtime work on a rotational basis among the group of employees who have volunteered for the overtime work. Overtime work will also be assigned on a rotational basis in situations where there are no qualified volunteers (i.e., when the work is needed and, therefore, employees need to be ordered to perform it).

13.3 The supervisor shall give fair and serious consideration to any expressed concerns of an employee requesting to be excused from overtime work.

ARTICLE 14 - Annual Leave

14.1 Employees are responsible for requesting leave in advance, except in the case of an emergency. Requests to schedule annual leave must be in writing (e.g. via email, OPM Form 71, or in QuickTime, the Agency's automated time and attendance system). Alternative methods of leave approval may be used at the supervisor's discretion. Union notification of this change is not required.

14.2 An employee will be granted appropriate leave if requested in case of death of a family member pursuant to 5 C.F.R. § 630.201(b) definition of family member. Management will make every effort to grant annual leave or leave without pay in case of death of other relatives or friends.

14.3 The Parties recognize that a request for leave may be denied and all or part of leave previously requested and approved by the supervisor may be canceled if the supervisor determines the employee's services are required. Leave may also be denied if the employee failed to follow the prescribed procedures for requesting and/or documenting leave. If leave must be denied or canceled, the action taken must be based on the necessity for the employee's services, for other work exigencies, or for reasons that are not arbitrary or capricious in nature. Because a denial or cancellation of leave is not disciplinary in character, it must not be used to punish an employee.

14.4 Management shall advise the employee in writing of the reason(s) for the disapproval of the annual leave request. An employee whose request for leave has been denied may contact a Union Representative to further discuss options.

ARTICLE 15 - Sick Leave

15.1 Employees accrue sick leave in accordance with applicable regulations in Title 5 U.S.C., Part§ 6307.

15 2 Normally sick leave is approved for employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy, or for medical, dental or optical examination or treatment. Sick leave approval must be in writing (e.g. in Quicktime, via email or **OPM** Form 71). Alternative methods of leave approval may be used at the supervisor's discretion. Union notification of this change is not required.

15.3 Management shall advise the employee in writing of the reason(s) for the disapproval of the sick leave request. An employee whose request for sick leave has been denied may contact a Union Representative to further discuss options.

15.4 An employee who is absent because of sickness shall notify his/her supervisor or other appropriate supervisor by telephone as soon as possible but within the first two (2) hours of the employee's scheduled starting time or around the time they normally report to work on the first work day of his/her absence. The employee must indicate the anticipated duration of their absence. Notification of an absence is not a request for leave from the employee, therefore, it is necessary for the employee to personally contact their supervisor (normally by telephone, email, or fax) unless, in rare situations, the employee is unable to do so. In these rare situations, a family member or friend may request sick leave on behalf of the employee until the employee is able to make contact with the supervisor. An employee should contact their supervisor every day to update their supervisor on their illness or medical condition. This requirement may be waived at the discretion of the Agency if the absence for the entire period has already been approved (e.g., as in the case of surgery, or serious medical condition/illness.) Alternate forms of notification may be used at the supervisor's discretion. Union notification of this change is not required.

15 5 If an employee is absent from duty and fails to contact their supervisor or acting supervisor, the Agency may try to contact the employee concerning their well-being and/or inquire about their absence.

15.6 Employees shall not normally be required to furnish a medical certificate to support an application for sick leave or other approved absence (i.e. annual leave, sick leave, leave without pay, compensatory time earned and/or earned credit hours) due to illness or other medical reasons of three (3) work days or less. A medical certificate or other appropriate written evidence deemed acceptable by the supervisor must support a sick leave absence exceeding three (3) consecutive work days. The certificate is submitted to the employee's supervisor. An employee may be required by his/her supervisor to submit a medical certificate for any period of sick leave, including an absence of three (3) work days or less, when in the supervisor's judgment the individual's leave record justifies such a requirement. However, if this is to be an ongoing requirement, the employee will be given advance written notification.

15.7 Leave restriction is the imposing of additional specific requirements on an employee in order to be approved to use leave. Abuse of sick leave is not necessarily related to the frequency of sick leave use or the balance of accrued sick leave. Prior to imposing leave restrictions, the supervisor is encouraged to communicate with the employee to determine if there are any mitigating circumstances, discuss any leave problems, and counsel the employee on leave requirements and procedures. In most cases leave restriction is imposed after the supervisor has been unsuccessful in addressing concerns about an employee's absences and/or late arrivals to work by other methods such as counseling.

When placed on leave restriction, an employee may be required to provide medical documentation to their supervisor for each use of sick leave in an amount less than three (3) work days, when there is suspected leave abuse. If an employee anticipates a pattern of leave use, they are expected to discuss the situation in advance with their supervisor.

All restrictions on leave usage shall be communicated to the employee in writing. The duration and conditions of leave restriction for the initial period shall be clearly stated. The initial duration of the employee's first leave restriction will not exceed six (6) months. During the period of the leave restriction, the supervisor shall conduct at least one (1) interim discussion with the employee to review compliance and improvement. When, in the supervisor's opinion, there has been sufficient improvement and the situation has been corrected, the supervisor will remove the leave restriction prior to the original expiration date. If the conditions have not been met, or the desired improvement has not been achieved, by the original expiration date, the supervisor may extend the leave restriction period.

Employees receiving leave restriction letters may contact a Union Representative.

ARTICLE 16 - Reduction in Force

16.1 The Agency agrees to make every reasonable effort to avoid or minimize a Reduction in Force (RIF) in the bargaining unit.

16.2 The decision to conduct a RIF is a Management right. The implementation of a RIF will be administered by Management.

Appropriated funds may be mandated for specific functions. Cost savings in one area will not benefit budget deficiencies in another area. Therefore, cost reductions to prevent a RIF may not need to be applied to all Programs.

To minimize the adverse impact of a RIF on employees, Management will consider other options to accomplish goals otherwise achieved by a RIF, such as through attrition and/or cost reduction efforts whenever feasible before conducting a RIF. As a matter of policy in cases of budgetary insufficiency, the Agency will not resort to RIF until methods of cost reduction, to the extent feasible and not prohibited by law or the Agency determines will adversely affect the ability to achieve the Agency mission, have been exhausted to avoid RIF. Such methods may include controlling discretionary expenditures such as but not limited to:

A. Salary saving methods, e.g., leaving positions vacant to save salary costs, terminating appointments of one year or less, promotion 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.

16.3 If a RIF affecting bargaining unit employees becomes necessary, the Union will be notified at least ten (10) work days prior to the employees being notified. The Union will be informed of the position(s) being abolished and the date and time the notice will be hand-delivered by the supervisor of the employee or if the RIF notice will be mailed to a bargaining unit employee. The Agency agrees to meet with the Union and discuss the details of the RIF, such as number, kinds and locations of positions, positions to be abolished, and the circumstances requiring the RIF prior to notices being forwarded to employees.

16.4 Office of Personnel Management (OPM) and Agency regulations covering RIF procedures for employees in the competitive and excepted service will be utilized by Management in carrying out its responsibilities throughout

the RJF process. In the event of a tie on a RIF retention register, length of service in Region 3 will be the tie breaker. The Union may examine all applicable retention registers and has the right to inform management of any concerns or questions.

16.5 Employees will receive advance notification as required by the C.F.R The Union will be present when a RJF notice is issued to a bargaining unit employee in the workplace. When a bargaining unit employee receives a RJF notice, he/she shall be permitted to review the appropriate regulations and the retention register pertinent to his/her case. The affected bargaining unit employees shall have the right to Union representation and/or assistance in pursuit of their rights under RIF; this information shall be included in the **RIF** notice.

16.6 The Agency agrees to make employment related services available which may include resume wTiting, interviewing techniques, and job search.

16.7 In the case of employees reduced in grade as a result of the RIF, the Agency agrees to consider such employees for positions that would bring them back to their former grade.

16.8 If a RJF is probable and it is anticipated that multiple employees will be displaced, a Union Official may be offered RJF procedure training, on official time, with expenses paid by the Agency.

ARTICLE 17 Labor-Management Cooperation Committee

17.1 The purpose of the Labor-Management Cooperation Committee (LMCC) is to consider and suggest improvements in the areas of work operations and employee working conditions. The LMCC does not consider individual grievances, complaints, or disputes nor is it involved in negotiations. The LMCC will follow the format as describe<l'below:

A. Have a minimum of one (1) member of the Union (as appointed by the Union President) and two members of Management. The Parties recognize the benefit and importance of having LMCC members not from the same Program within the agency (e.g., Refuges, Budget and Administration, External Affairs).

B. Meet at least quarterly unless all the members agree a meeting is not necessary, for instance in the situation that there may be no issues to discuss. Additional meetings may be agreed upon by both Parties. Management and the Bargaining Unit will alternate scheduling the meeting and will be encouraged to exchange agenda items five (5) work days in advance of the meeting.

C. The LMCC members will advise the Office of Regional Director (RD) on recommendation(s) and a plan to implement the recommendation(s) in writing to improve the work environment or conditions of employment. The RD will determine whether or not the LMCC's recommendation(s) and plans for implementation \\-ill be adopted as written. If the recommendation(s) and implementation plan is adopted as written, additional notification to the Union will not be required. However, if the recommendation(s) and implementation is different than the written submission, Union notification will be required.

D. The Union Representatives will be authorized official time to participate on the LMC.

E. The LMCC may serve as the primary source for early involvement on issues that may pertain to bargaining unit employees. Because only recommendations are made, issues involving management rights may be discussed.

ARTICLE 18 - Regional Office (RO) Space

18.1 The Parties agree that permanent or long-term changes to the work environment that have a direct impact on bargaining unit employees (e.g., changes in systems furniture cubicles occupied by a bargaining unit employee) will require notification to the Union.

18.2 The Parties agree that if a proposal is being considered which may result in the relocation of a bargaining unit employee, Management will notify the affected employee by email or in a meeting and send a copy of the email or a notification of the meeting to the Union. Since this is a change in working conditions, any employee may request representation by the Union at such a meeting.

18.3 The Parties agree that the email notification cited in Section 18.2 above constitutes the Agency's formal notification of a discussion concerning a change in working conditions.

ARTICLE 19 - Information Technology

19.1 The Parties recognize that an employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes (5 C.F.R. § 2635.704). However, the Department of the Interior (DOI) Limited Personal Use Policy does permit some personal use of government equipment.

19.2 Although it is not Service policy to intercept and/or review email traffic without cause, all email messages are subject to review by an individual's supervisors, by network administrators, email managers, or other support staff as necessary to maintain effective communications and further the Service mission. Employees should treat email and other telecommunications capabilities provided by the Service as business rather than as personal resources. Employees using Service-provided resources should assume other people besides the intended recipient may receive/hear their messages. Telecommunications specialists (including contractors) may see email and other messages in the course of system maintenance.

19.3 Employee's Government information technology resources, such as electronic files and storage media (including removable disks) may be accessed by the Agency as required for internal purposes, e.g., for criminal investigations or where Management has reasonable cause to believe an employee is violating regulations in their use of the electronic office system.

19.4 Unless as part of their official duties, Information Technology (IT) staff or others, are not permitted to access information on a computer, directories, email, etc. provided to another employee for their official use. There is also a requirement for the IT staff or other employees in the course of performing their duties to report to the Agency any actual or apparent inappropriate use of information technology resources or violation of policy by an employee. However, IT staff and other employees are not permitted to search employee information technology resources, including files, without just business reason or cause.

19.5 It is the policy of the Agency to use tracking hardware/software such as "sniffers" or "filters" to monitor electronic communication systems for appropriate use or internal purposes. Employees will be reminded on a periodic basis of the use of such technology and their responsibility concerning the use of Government-owned information technology.

19.6 Employees have the responsibility to avoid introduction of computer viruses. Employees will scan electronic media for viruses with anti-virus software before attempting to use the media. Employees will not share their passwords with others, including IT staff. It is the employee's responsibility to take known and reasonable measures to ensure the integrity of all data stored or produced on assigned computers and to report security incidents to their supervisors.

ARTICLE 20 -Telework

20.1 For maximum effectiveness and efficiency in accomplishing the work of the Service, modem and progressive work practices are needed. Service policy describes one of these practices to improve employee performance and efficiency as "Telework."

20.2 The Parties recognize that the appropriate Management Official makes the decision on the approval of an employee's request for "Telework" by following the process set forth in DOI Manual, Service Manual, and any appropriate Regional Director's Order.

20.3 The Parties agree that the types of work that are best suited to Telework are those that have easily quantifiable tasks such as data processing and word processing; project-oriented tasks such as those that primarily require analytical and writing skills; and reading and/or processing tasks such as reading proposals and reviews and conducting research.

20.4 The Parties agree that participation in the Telework program will be made on a case-by-case basis, is not an employee right or a condition of employment unless so stated, and that there is no automatic right of the employee to continue participation in the event of a change of supervisor. The Parties also agree that supervisors have the right to require employees to report to their official duty station at any time during their official duty hours regardless of where they were scheduled to work that day, i.e. staff meeting or office coverage needs. Employees who are denied or terminated from participation in this program will receive in writing the reason(s) for denying or terminating their agreement.

20.5 The parties acknowledge there are two types of Telework arrangements: Core and Situational. Core means the employee works at the alternative worksite on fixed days. Situational means that the employee works at the alternative worksite as needed and as approved by their supervisor.

20.6 When an employee is Teleworking, the supervisor will be able to contact the employee (e.g., telephone, email).

20.7 A supervisor may require an employee while Teleworking to read and respond to email and/or perform other functions.

20. 8 A supervisor may require an employee to prepare and provide the supervisor with a daily log of accomplishments made while Teleworking.

20.9 Depending on the tasks to be performed while Teleworking, the equipment needs may vary. Service network and data security policies will be used to determine equipment requirements on a case-by-case basis. The employee needs to supply his/her own Internet access.

20.10 If an employee is Teleworking and there is an early release due to weather or another facility related issue, an employee Teleworking at their residence would continue to work his/her scheduled work day or request leave.

ARTICLE 21 - Official Time

21.1 Union officials/representatives must request and obtain advance approval from their immediate supervisor, or designee, for the use of official time in an amount that is reasonable and necessary to perform the following representational functions:

A. Discuss, consult or negotiate with Management;

B. Represent a bargaining unit employee or act as the Union Representative during preparation and/or presentation of a grievance;

C. Enter into a problem solving discussion with a bargaining unit employee with respect to matters affecting the bargaining unit employee's working condition(s);

D. Be present during an investigation conducted in accordance with a Weingarten request;

E. Read Union email;

F. Attend scheduled labor-management relations meeting or other appropriate matters.

G. Serve as an employee's designated representative, which would include preparing and responding to complaints and appeals to Department of Labor (e.g., Fair Labor Standards Act), Merit Systems Protection Board, Equal Employment Opportunity Commission, Government Accounting Office.

H. Prepare reports required by Section 7120(c) of Chapter 71, Title 5 of the U.S.C. ("A labor organization which has or seeks recognition as a representative of employees under this chapter shall file financial and other reports with the Assistant Secretary of Labor for Labor Management Relations, provide for bonding of officials and employees of the organization, and comply with trusteeship and election standards.")

I. Visit, phone, and write to elected representatives in support or opposition to pending or desired legislation that would impact working conditions of represented employees.

J. Contact other Union officers regarding the aforementioned functions.

K. Represent the Union in matters before the Federal Labor Relations Authority.

21.2 Union officials and their supervisors are expected to communicate with each other on the use of official time, including the approximate length of time needed, and location where the official time will be used. The parties are encouraged to agree to ongoing arrangements regarding use of official time that are suitable to their circumstances. Official time requests will be made using the official time request form, which has been developed by the Union, and may be requested in fifteen (15) minute increments. The

original copy of this form will be returned to the Union Representative who will provide a copy to their timekeeper. The following procedure will be used to request official time:

A. The supervisor will deny, approve, or propose alternative scheduling time(s) for official time within a reasonable time of receiving a request for official time from a Union Representative.

B. If the Union Representative is denied the use of official time as requested, the Union Representative will be provided in writing the reasons for denial.

C. The supervisor will provide in writing the reason(s) for the need to reschedule if the request was made two (2) or more work days in advance of the official time request.

D. When performing Union representational functions with an employee, and before the Union Representative leaves his/her work area on official time, the Union Representative will notify the employee's immediate supervisor before visiting the employee and will ensure an appointment has been made and that the employee is available and has been approved to be absent from his/her work unit with no charge to leave.

21.3 All official time which has been approved and taken will be documented on the Union Representative's time and attendance sheet with the appropriate code which has been designated for Union activities.

21.4 The Union agrees to schedule regular office hours, to the extent possible, for the Union Office during which employees seeking the Union's assistance can meet with a Union Representative; other representational work also can be done. The advantages of regular Union "Office Hours" include the predictability for bargaining unit employees in knowing when Union officers will be available and for supervisors of Union officers in having advance information about when officers will be conducting Union business, as well as a reduction in interruptions for the officers at other times.

Therefore, in addition to the official time which may be approved under Section 21.1 above, the Union will be allowed a bank of one hundred and ten (110) hours of official time each fiscal year to be allocated by the Union President to the Union officers and stewards in order to staff the Union Office. The bank of hours will start at the beginning of each fiscal year. (For the first year, the bank of hours will be prorated from the effective date of this agreement).

This bank of hours will give Union officials the opportunity to read and respond to memos, letters, and other notifications by Management in a manner most beneficial to Government efficiency and it will give Union officials the ability to respond timely to calls, visits, letters, and emails from employees.

When the Union President allocates official time to staff the Union Office, the Union President will notify the supervisor and designated Union Representative by email two

(2) weeks in advance and will indicate the time(s) being requested. If the supervisor has any concerns about the allocated official time, i.e., workload exigencies or shortage of personnel, the supervisor will notify the Union President and the designated Union Representative that official time cannot be approved. This will provide the Union President sufficient time to designate another Union Representative. The Union President will provide a courtesy copy of the final schedule to the Human Resources Officer or the designated point of contact with the Union showing the hours and days the Union Office will be open, and if possible, the name of the Union Representative who will be in the Union Office during those hours.

21.5 The Union also will be allowed a bank of eighty (80) hours of official time per fiscal calendar year to be allocated by the Union President to the Union officers and stewards for training, including travel time. The yearly bank of hours will start at the beginning of each fiscal year. Additional training hours may be requested.

Training will emphasize developing statutory and technical knowledge, conflict resolution skills, steward training, and may include any subjects that are beneficial in promoting effective labor-management relations. The Union President will determine who will be recommended for this training and will make a written request for approval two (2) weeks in advance to the Human Resource Officer or the designated point of contact with the Union. The request will include an agenda or course description.

Pursuant to Agency approval and the availability of funds, travel expenses and per diem may be authorized by the Agency pursuant to the use of this time. The Union is responsible to identify any expenses that will be requested in association with the training as far in advance as possible.

Joint training, and training sponsored by the Agency, will not count against the bank of hours.

21.6 When meeting with a Union Representative, the employee should be on an approved break, at lunch, or have been approved by their supervisor to leave the work area to meet with a Union Representative.

ARTICLE 22 -Health Unit

22.1 Both Parties recognize that the ability to use the Federal Occupational Health Clinic (FOHC) facilities in the Norman Pointe II Building is beneficial to all employees. If budget restraints result in the termination of the contract with FOHC, the Union will be notified and given the opportunity to discuss procedures and appropriate arrangements.

ARTICLE 23 - Contracting Out Work

23.1 The Parties agree that the Agency has the right under 5 U.S.C. 7106 to determine how work may be done to accomplish the mission of the Service. Management will follow the appropriate laws and regulations when making decisions on contracting out.

23.2 The Parties agree that the Union will be informed when the Agency proposes contracting activities which will cause the separation or adversely affect the grade or pay of a current bargaining unit employee.

23.3 Prior to implementation of any decision to contract out work, the Agency will negotiate with the Union concerning impact and implementation of this decision on bargaining unit employees and management may need to move forward with the decision (e.g., implement) prior to the completion of bargaining .

23.4 The Union shall have the right to send a representative of their choice to attend briefings for bargaining unit employees who are being affected by Office of Management and Budget (0MB) Circular A-76 or any other type of contracting-out directive.

If requested, the Union will be furnished a copy of the Draft Performance Work Statement (PWS).

23.5 The Agency recognizes the "right of first refusal" required by applicable 0MB Circular A-76 procedures and the Federal Acquisition Regulations Pat 7.305© which provide that the contractor will grant those Federal employees who are being separated based on a conversion to contract with the "right of first refusal" for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards. Refusing an offer of employment based on this right will not deny an employee of any entitlement or right he or she might have based on reduction in force procedures. However, other entitlements, i.e. eligibility for unemployment compensation, may be affected. Employees must apply for a position directly with the contractor for the "right of first refusal" to apply.

ARTICLE 24 - Use of Private Sector Temporary Services

24.1 The Agency and the Union agree that Service employees are very highly valued and are critical to the completion of the Agency's mission. It is in the Parties mutual interest to ensure that employees are as secure in their positions as possible, while at the same time providing a work environment that minimizes undue stress and provides for the orderly and efficient accomplishment of work. The Agency has a broad array of options available to accomplish work, including contracting, hiring additional staff, additional training and details, overtime work, and working with work unit staff to identify alternative methods to accomplish the work. To the extent practical and possible, the Parties agree that it is preferable to assign the work of the Service to its employees.

24.2 Consistent with Federal law, rule, or regulation, the Agency will consider the above options before deciding to utilize private sector temporary services. Private sector temporary services cannot be used to circumvent employment levels, to avert regular recruitment procedures, to displace a bargaining unit employee, or in lieu of appointing a displaced or surplus bargaining unit employee.

24.3 The Agency agrees to comply with appropriate laws and policies concerning the use of private sector temporary services. Nothing in this provision precludes the use of private sector temporary services during the recruiting process or for other short-te.rm needs.

ARTICLE 25 - Position Description and Classification

25.1 Each employee shall have a position description (PD) that is classified in accordance with OPM guidance and accurate as to title, series, and grade, and clearly states major duties that are reflected in performance elements. A PD is deemed to be accurate when the principal duties, knowledge requirements, and supervisory relationships are described, and it covers approximately eighty (80) percent or more of the work situation. All major duties must be covered in the eighty (80) percent or more of the work situation. The term "major duty" means the grouping of tasks that is grade or series controlling, or takes twenty (20) percent or more of an employee's time. Duties that require special training, performance, or credentials should also be reflected in the PD even if they are less than twenty (20) percent of the employee's time.

25.2 When an employee is assigned additional major ongoing duties not reflected in his or her PD, Management will revise the PD to reflect the changes in accordance with Section 25.1 above.

When a new PD has been approved and classified, the Agency and the employee should review and discuss said PD and how it relates to expectations of the position. The employee may have Union representation at such discussion-.

25.3 Any employee who feels that he or she is performing duties outside the scope of their PD, or that the PD is otherwise inaccurate, may make a written request to their immediate supervisor that the position be reviewed. The employee may submit a written request for review including a summary of the inaccuracies and/or additional duties and responsibilities not described. Normally a review of a PD should not be requested more than once a year, unless there is a significant change in the major duties. In conducting such reviews, the supervisor will consider the employee's written and oral comments. Discussion with the supervisor and a determination on whether or not to submit a new PD will be concluded within fifteen (15) work days of the employee's request for review. If the PD is found to be inaccurate, a new PD will either be prepared and submitted for classification by the end of this fifteen (15) work day period or the duties may be reassigned.

25.4 The employee may have Union representation during any discussions related solely to the review of the PD, but not in discussions concerning the employee's performance. If the employee is not satisfied with the results of the PD review procedure, he or she may grieve in accordance with Article 8. The scope of such a grievance would be limited to the supervisor's failure to follow the review procedures in 25 3 above, failure to submit the PD for classification, and/or failure to include a significant and reoccurring task in the PD. Such a grievance cannot pertain to the assignment of work in the PD.

25 5 If a new or revised PD is submitted for classification, the classification determination will be communicated to the employee within forty (40) work days from the date the PD was submitted for classification. Total time under this section will not exceed seventy (70)

work days. Management shall refrain from temporarily reassigning an employee's work during the PD review and classification if the sole purpose for reassigning the work is to avoid reclassification of the employee's position. However, after review of the position and in accordance with OPM guidance, Management may either permanently reassign all or some of the higher graded duties to another position or classify the position at a higher grade.

25.6 When the accuracy of a PD has been established under Section 25.3 and the employee believes their position is not properly classified as to title, series, and/or grade, he or she may file an appeal pursuant to 225 FW 2 with:

A. Service, Chief, Division of Human Resources

B. The United States Department of Interior; or

C. The Office of Personnel Management (OPM):

An employee is limited to only one level of appeal within the Department. An appeal to either the Service or Department exhausts the employee's appeal rights within the Department. An employee who has exhausted Department appeal rights may later appeal to OPM. If an employee appeals first to OPM, bypassing Department appeal rights, the employee may not later appeal to the Service or Department since OPM decisions are final and binding.

Employees may request information on the classification appeal rights and process from Management.

25.7 When there has been an accretion of duties and responsibilities to warrant an increase in grade, the employee in the position will be promoted without competition, unless the Agency eliminates or redistributes the grade-controlling duties or if there are other employees at that grade level in the Service local commuting area that would necessitate the position be advertised. Management shall refrain from temporarily reassigning an employee's work during the position classification review if the purpose for reassigning the work is to avoid reclassification of the said employee's position. Accretion of duties occurs when the following conditions are met:

A. The new position absorbs the major duties of the old position and the old position is abolished.

B. The new position is in the same organization and retains the same supervisor as the old position.

C. The new position does not involve the addition of project leader, group leader, or supervisory duties to a formerly non-supervisory position or the addition of duties which causes the new position to replace a higher-level supervisory position.

If Management eliminates and/or redistributes the grade controlling duties, the employee will be advised in writing of this decision within fifteen (15) work days of the completion of the review. If Management temporarily needs to have these higher graded duties remain with the same employee past the fifteen (15) work days, then that employee will receive a noncompetitive temporary promotion (not-to-exceed 120-calendar days), if otherwise eligible. Such temporary promotion will be effective no later than the start of the pay period after the fifteen (15) work days. If Management decides to promote the employee, he or she will be promoted at the beginning of the first 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. The employee will also be informed of his or her right to grieve in accordance with Article 8.

25.8 When it has been determined that a change in the duties of a position result in a change in the grade, the Agency may do one of the following:

A. Reassign the higher graded duties to another/other position(s); or

B. Establish a new position at the higher grade.

If a new higher graded position or positions is established based on a change or increase in the duties and responsibilities of a position, that are not related to supervision, and those duties are currently being performed by the only employee or employees within the organizational unit who can reasonably be assigned those duties, the employee(s) may receive a non-competitive promotion based on an accretion of duties. If such a promotion is deemed appropriate, it will be processed in accordance with Agency procedures and will be effective within one (1) complete bi-weekly pay period of that determination and completion of the classification of that position.

ARTICLE 26 - Merit Promotion, Details, and Filling of Vacancies

26.1 The Agency will use the skills and abilities of employees to the maximum extent possible consistent with mission requirements, merit principles, and laws and regulations. All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex national origin, age, or physical or mental disability as required by law.

Merit promotion procedures will be in compliance with 5 C.F.R. § 335, the DOI, and the Service's Merit Promotion Plan, and all other regulations in effect at the time of action.

26.2 Information on jobs advertised for open competition will be available via the Service's electronic vacancy announcement system known, which is currently USA Staffing, or the OPM electronic vacancy announcement system known as USAJobs.

Employees are permitted to set up a profile in USAJobs and use their Agency provided email account to be notified of vacancies pursuant to their profile. However, absent a *RIF* or other action that may adversely impact the employees' employment status, official time is not authorized to prepare resumes and/or apply for a vacancy. However, pursuant to the Agency's Limited Personal Use Policy, on their own time (i.e., before and after work) an employee may use a Government computer to apply under vacancy announcements.

26.3 When deemed appropriate, the Agency will consider advertising positions under upward mobility procedures or at grades below the full-performance grade level to enhance career opportunities. Factors such as full-performance level, current staffing levels, and production needs, stabilization/creation of career ladders and the Agencies ability to meet mission objectives should be taken into consideration. The determination on how to fill a position is a Management right.

26.4 Applicants' basic qualification and eligibility requirements will be reviewed and considered pursuant to the vacancy announcement. The applicants will be advised if they are not referred to the selecting official and if they are referred, when a selection is made.

Employees may request assistance from their supervisor, Human Resources, or other Agency officials concerning improving their resume and other matters that may enhance their career development.

The Agency recognizes the benefit of promoting from within whenever they deem appropriate.

26.5 When an employee will be assigned to a higher graded position for more than two (2) bi-weekly pay periods, the Agency will consider providing the employee with a non-competitive temporary promotion into that position. By law, non-competitive temporary promotions cannot exceed 120-calendar days and also cannot be processed retroactively. Also by law, an employee must meet the qualification and eligibility requirements in

order to be temporarily promoted into a position. A personnel action (SF-50, Notification of Personnel Action) is generated for a temporary promotion and is a permanent record in the employee's OPF. Temporary promotions are generally used when a position is vacant or if the incumbent is not available to perform the duties of the position.

26.6 The Agency will consider using interest announcements to solicit interest in detail assignments. An interest announcement may be in the form of an e-mail or any other practical manner. The determination of when to use an interest announcement and to whom to select is a Management right.

In the interest of effective employee utilization, details to positions or work assignments will be based on a bona fide need and/or to provide employees with career development opportunities and will be consistent with applicable regulations. A detail can be into an unclassified position (one with no classified PD or established grade level), a lower graded position, or a higher graded position. However, a detail to a higher graded position cannot exceed 120-calendar days.

A personnel action (SF-50, Notification of Personnel Action) is generated for a detail that exceeds thirty (30) calendar days and is a permanent record in the employee's OPF.

ARTICLE 27 - Voluntary Withholding of Union Dues

27.1 Any employee officially assigned to the bargaining unit who is a member in good standing of the Union may authorize an allotment for the payment of dues for such membership provided:

A. The employee is employed in the organizational unit for which exclusive recognition has been granted;

B. The employee has voluntarily completed a request (SF-1187) for such allotment of pay;

C. The employee regularly receives pay which is sufficient, after all other legal deductions, to cover the full amount of the allotment.

27 2 The Union is responsible for procuring the allotment form (SF-1187), distributing the form to its members, certifying the amount of dues, and informing and educating its members on the program for dues allotment, including that members have to pay dues for at least one (1) year before they can cancel.

27 3 An allotment request may be submitted to the Agency at any time. Allotments received by the Agency will be processed and become effective at the first full pay period following the Agency's receipt of the SF-1187.

27.4 An allotment may be terminated by the employee, even before the expiration of the one (1) year period, when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action, upon loss of exclusive recognition by the Union, or when the employee has been suspended or expelled by the Union.

27.5 The Union will promptly notify the Agency when an employee with a current dues allotment ceases to be a member in good standing of the Union.

27.6 An employee may revoke a dues allotment in writing using the SF-1188 at any time after the one (1) year anniversary of being a dues paying member. Dues revocation will become effective the first full pay period after the SF-1188 is received, except: an employee who authorized dues withholding less than twelve (12) months prior to the anniversary date may have dues withholding revocation effected no sooner than the beginning of the first full pay period after the anniversary date of the employee's dues withholding authorization (SF-1187).

27.7 The Agency shall provide a copy of the SF-1188 to the Union within one (1) pay period from the effective date of the revocation.

27.8 Allotted dues will be withheld on a bi-weekly basis. The amount to be withheld shall be the regular dues of the member. If the amount of the regular dues is changed by the Union, the Agency will be notified in writing by the President of the NFFE Local 14

stating the new rate and the effective date of the amended dues amount. The amended amount will be withheld effective with the next full pay period, unless a later date is specified by the Union. New authorization forms are not required.

27.9 Upon request from the Union, the Agency will provide NFFE Local 14 with a list of names and amounts withheld.

ARTICLE 28 - DISCIPLINARY AND ADVERSE ACTIONS

28.1 For purposes of this Agreement, disciplinary action shall be defined as letters of reprimands, suspensions from duty without pay, demotions, and removals. Counseling actions (e.g., memorandums, letters of warning, discussions) are not considered discipline.

28.2 Disciplinary and adverse actions will be taken against employees only for such reasons as will promote the efficiency and effectiveness of the Service's mission. When practical, actions should be taken on a progressive and constructive basis. Actions will generally be taken only when it is evident that other supervisory techniques or actions have either failed to correct the particular employee problem or would be inappropriate in so doing. However, the Union recognizes that the Agency has the authority to determine and initiate what is deemed as the appropriate disciplinary or adverse action, if any, for an employee's actions and any disagreement with the imposed disciplinary action may be addressed through the negotiated grievance procedures in Article 8. Such other supervisory action may include, but is not limited to, supervisory counseling, employee training, position restructuring, or reassignment.

28.3 The Union and Agency agree that the objectives of discipline measures are to prevent the recurrence of misconduct, to correct employee behavior, to maintain morale between other employees, and to apply appropriate penalties. The parties recognize that some misconduct is so egregious that it may warrant removal on a first offense.

28.4 The Agency and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action.

28.5 Disciplinary measures shall be imposed in a prompt, fair and equitable manner, and with employees' rights fully protected. In determining the appropriate corrective action for misconduct, the Agency shall consider pertinent circumstances including:

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

B. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and the prominence of the position;

C. The employee's past disciplinary record;

D. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers and dependability;

E. The effect of the offense upon the employee's ability to perform at a satisfactory level and its affect upon the supervisor's confidence in the employee's ability to perform assigned duties;

F. Consistency of the penalty with those imposed upon other employee's for the same or similar offenses;

G. Consistency of the penalty with any applicable agency table of penalties;

H. The notoriety of the offense and its impact upon the reputation of the agency;

I. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

J. Potential for the employee's rehabilitation;

K. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

L The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

28.6 When an employee is found to be subject to disciplinary action, it is agreed that within a reasonable time of the offense or the supervisor's awareness of the offense, the supervisor will impose an action or issue a notice of proposed action. The Parties recognize that initiating discipline may be delayed in order to discuss with Management and/or legal counsel. When the Agency becomes aware of misconduct by an employee, the employee will be contacted in a timely manner and instructed to discontinue the misconduct.

28.7 Once identified, the Agency will not allow instances of that misconduct to continue solely for the purpose of increasing the severity of a potential penalty. However, the Agency has no obligation to counsel an employee numerous times to correct the misconduct.

28.8 If the Union or employee has been made aware of an on-going investigation or an inquiry, the affected employee(s) or Union may inquire about the status at any time. The Agency will respond to these inquires as soon as possible unless it jeopardizes the investigation or inquiry.

28.9 When the Agency becomes aware of possible or actual misconduct, the supervisor may at their discretion, conduct an investigation and/or discuss the matter with the employee(s). Such discussion shall be in private with the employee(s) involved and the employee's representative, if requested by the employee. Before a

disciplinary action is taken, supervisors are encouraged to investigate the circumstances surrounding the situation. If the investigation involves searches of personal property found on Government premises, the employee must allow the search to be done, as per federal law. However, the employee should be given the opportunity to be present during the search, except in the event of a compelling reason, such as law enforcement or other emergency action which necessitates investigation or search of the aforementioned items.

28.10 The Parties agree to defer to the disciplinary action procedures set forth in 370 DM 752, with the exception of the following:

A. Employees will be allowed at least five (5) work days to reply to a proposal notice for a suspension from duty without pay of fourteen (14) calendar days or less.

B. Employees will be allowed at least ten (10) work days to reply to a proposal notice for an adverse action (e.g., a suspension from duty without pay of more than fourteen (14) calendar days, demotion, or removal).

In a letter of reprimand or the decision for a suspension from duty without pay of fourteen (14) calendar days or less, the employee will be advised of their rights to file a grievance under the negotiated grievance procedures in this agreement.

28.11 For adverse actions other than those described above, e.g. reduction in grade, reduction in pay, furloughs of thirty (30) calendar days or less, non-disciplinary removals, the advanced notice will be in accordance with 5 C.F.R. § 752.404 and will include representation rights.

28.12 The Union and the Agency agree in situations in which the bargaining unit employee is prevented from responding for reasons beyond their control (i.e,, illness, family emergency), the filing deadline for a response to disciplinary action, or other deadline under the Agency's control, will be held in abeyance for up to 45-working days until s/he is able to respond (e.g., is coherent if based on illness or returns to work from a family emergency). After the 45-working days period the Agency will assess if continuing to hold the action in abeyance for what it deems a reasonable period of time will enable the bargaining unit employee to respond or if s/he will not be able to respond within the foreseeable future and therefore, moving forward with issuing a decision on the proposed action. The Agency may request supporting documentation from the bargaining unit employee if it deems necessary to determine if the action should continue to be held in abeyance.

28.13 The Parties will consider using alternative discipline whenever appropriate.

Alternative discipline agreements will promote the efficiency of the Service and may contain nontraditional penalties such as community service, donation of annual leave to the leave share program, use of leave without pay instead of suspensions, or combinations of these or other agreed-to alternatives.

The option to enter into an alternative discipline agreement is voluntary on the part of the employee. When offered an alternative discipline agreement, the employee will be informed in writing that they may discuss the alternative discipline agreement with a Union Representative before signing. As the exclusive representative of the bargaining unit, only the Union may negotiate alternative discipline agreements with the Agency. If the Agency offers the employee alternative discipline, but there are no negotiations, the employee is not required to have Union representation.

If the Agency wishes to offer an alternative discipline agreement prior to issuing a proposal notice for discipline, the alternative discipline agreement shall be negotiated with the Union. A grievance cannot be filed concerning matters discussed in alternative discipline negotiations/discussions.

If an employee receives a notice of proposed disciplinary action (less than removal) and/or the Agency offers the employee an alternative discipline agreement, which will serve to document the employee's commitment to modify and correct his or her behavior, such an agreement shall contain:

A. A description of the misconduct;

B. An acknowledgement by the employee of the misconduct;

C. Identification of the disciplinary action that was or could have been proposed for the misconduct;

D. An opportunity period during which the disciplinary action is held in abeyance;

E. A waiver by the employee of the complaint, grievance or appeal rights as a condition of the postponement of the discipline for this instance of misconduct only;

F. An explanation of the disposition of the pending disciplinary action at the conclusion of the opportunity period;

G. Acknowledgement that the agreement will be kept for three years to support future disciplinary actions;

H. Notification of the consequences of a second offense; and

I. Signatures of the employee and an authorized Management Official and the Union Representative if the agreement is negotiated.

ARTICLE 29 - PERFORMANCE MANAGEMENT SYSTEM

29.1 The Parties agree that the Performance Management System will be in accordance with DOI policy found at http://www.doi.gov/hrm/guidance/370dm430.pdf as supplemented by the Department's Performance Appraisal Handbook http://www.doi.gov/hrm/guidance/370dm430hndbk.pdf and 223 FW 1 or the Service manual.

29.2 Performance elements shall reflect the major duties of the employee's position.

ARTICLE 30 - EMPLOYEE ASSISTANCE PROGRAM

30.1 The Employee Assistance Program (EAP) is designed to assist employees, family members, and other individuals pursuant to the Agency's contract with the EAP provider with a variety of situations that impact the quality of life or work, such as: substance abuse or dependencies, stress, depression, grief, work or family life issues, parenting, emotional or psychological issues, legal or financial situations, work/group dynamics, and critical life incidents.

30.2 The Parties recognize the benefits of an EAP as a valuable resource for everyone and encourage its appropriate use. The EAP assessment visit(s) is provided at no cost pursuant to the Agency's EAP contract that specifies the number of covered visits. Any additional services not covered by the contract will be at the employees' request. The purpose of the assessment is to help an employee accurately identify their problem(s), if any, discuss possible solutions, and identify additional resources, if necessary. Should an employee ·choose to pursue any of the recommended resources, the employee will be responsible for the cost of those services. The employee should check with their health benefits plan as it may cover part or all of these costs.

30.3 While participation in the EAP Program is voluntary, employees are encouraged to identify and manage problems early, before they reach a crisis level.

30.4 Confidentiality of the EAP Program is assured. The Agency does not have access to records of services provided to employees by the EAP. Therefore, no release of information can be done without the employee's written consent.

30.5 Management recognizes that illegal drug use is an illness. To complement the effort of the EAP assist employees in addressing their illegal drug use and ensure compliance with Executive Order 12564, a voluntary referral procedure is established to encourage illegal drug users to seek counseling and rehabilitation without the risk of disciplinary action. This is referred to as providing the employee "safe harbor." Accordingly, any employee who voluntarily identifies himself or herself as a user of illegal drugs will be provided "safe harbor" and be exempt from disciplinary action for the admitted acts of illegal drug use, including possession incidental to such use, provided the employee:

1. Voluntarily makes such disclosure to a supervisor/manager prior to being identified through other means (e.g., engaging in misconduct, fail a drug test ordered by the Agency, or refuse to take a drug test ordered by the Agency).

2. Obtains counseling and rehabilitation through EAP.

3. Agrees to be tested by the Agency during counseling and rehabilitation and during the post-treatment and evaluation phase.

4. Consents, in Miting, to the release of all records related to counseling and rehabilitation, including urinalysis test results, to appropriate management and EAP officials.

5. Thereafter refrains from using illegal drugs.

The Union acknowledges that an employee may still be subject to an administrative action if they engaged in misconduct, fail a drug test ordered by the Agency, or refuse to take a drug test ordered by the Agency prior to disclosing their illegal drug use.

30.6 Management recognizes alcoholism as an illness. An employee acknowledging alcohol dependency problems to a supervisor/manager prior to being identified through other means (e.g., engaging in misconduct, fail a drug test ordered by the Agency, or refuse to take a drug test ordered by the Agency) shall not be subject to an administrative action without first having the opportunity to avail himself/herself of professional help.

30.7 Management recognizes mental illness and the impact it can have on an employee. An employee acknowledging mental illness to a supervisor/manager prior to being identified through other means (e.g., engaging in misconduct) shall not be subject to an administrative action without first having the opportunity to avail himself/herself of professional help. The same consideration will be given to employees who have other personal problems that contribute to poor performance or conduct. Employees who may be impacted by other employees or family members with these illnesses will receive the same careful consideration and respect.

30.8 If an employee has conflict with a co-worker(s), in addition to EAP counseling, other methods may be used to resolve the conflict, including: Mediation, training, team building, details, reassignment, or physically separating the employees in conflict for a "cooling off" period. When the conflict is with his or her supervisor and the employee has tried to resolve the conflict, the employee may request the assistance and intervention of higher-level Management. Management will intervene, as appropriate.

30.9 When a supervisor becomes aware that an employee is experiencing difficulties with his or her job performance and/or conduct, the supervisor is encouraged to discuss the apparent difficulties with the employee and provide them with information on the EAP. The focus of discussions by supervisors is restricted to the issue of job performance or conduct and the possible job-related consequences.

30.10 When difficulties are provided by the employee, supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for recovery time of an employee.

30.11 Participation in the program shall not jeopardize an employee's job security or his or her opportunity to compete for promotion.

30.11 Sick leave or other leave may be used for treatment or counseling sessions.

ARTICLE 31 - Pre-Notification of Unfair Labor Practice Charges

31.1 The Parties agree that at least twenty (20) work days prior to filing an Unfair Labor Practice (ULP) Charge; the charging party will serve written notice of the alleged ULP Charge on the other party. If the charged party requests the opportunity to discuss the issue(s), the Parties will attempt resolution within five (5) work days, unless more time is mutually agreed to.

31.2 Amendment of the ULP charges on the same issue will not necessitate a new pre-notification of said charges.

ARTICLE 32 - Volunteers and Government Sponsored Work Programs

32.1 The Employer is authorized to recruit, train, and accept without regard to the civil service classification laws, rules, or regulations, the services of individuals without compensation as volunteers for or in aid of interpretive functions, or other visitor services or activities. The Employer will not terminate the employment of any current employee solely for the purposes of replacing that current employee with a volunteer."

32.2 No employee will be required to perform as a volunteer.

Article 33 - Tours of duty, Alternative Work Schedules, and Credit Hours

33.1 The Parties recognize the importance of balancing employee's personal needs and the efficiency/needs of the agency's operations.

33.2 The Parties agree that alternative work schedules (AWS), which are Flexible Work Schedules and Compressed Schedules, will be used according to the guidelines for the purpose of improving productivity and greater service to the public in accordance with 5 U.S.C. § 6120-6133 and the Agency policy as stated in Chapter 1 of Part 227 of the Service Manual.

33.3 Regular business hours for bargaining unit employees in the RO are Monday through Friday from 7:00 a.m. to 3:30 p.m. The Core hours are 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. Any RO employee whose tour of duty is different from the established regular business hours must have their tour of duty approved and documented on Form 3-261, Documentation of Unusual Tour of Duty, before starting to work the AWS. The TCFO has the authority to establish regular business hours for their location outside of those established by the RO.

33.4 The Parties agree that there is no automatic right for an employee to participate or continue to participate in the AWS program or to continue their current work schedule/tour of duty. The Parties further agree that it is not necessary for everyone in a given work unit or program to be under the same type of work schedule.

Reasons for denial of an employee to participate in AWS may include, but are not limited to:

- The duties and responsibilities of the position the employee encumbers are in conflict with the components of the AWS;
- Participation by the employee would hamper the effectiveness of Program (e.g., Ecological Services, Migratory Birds and State Programs) or the Division therein;
- The level of services to the public or field offices would be diminished by the employee's participation.

Reasons for withdrawal of the privilege to participate in AWS may include, but are not limited to:

- The employee's failure to adhere to the flexible schedule guidelines;
- The employee's failure to adhere to credit hour guidelines;
- The employee's failure to accurately maintain a biweekly time and attendance worksheet and/or sign in/sign out sheet;

- Inability of the employee to fully accomplish his/her job responsibilities;

- The costs of program's operations (other than administrative costs to process establishment of the AWS are increased due to the employee's participation.

33.5 The Parties agree that the supervisor will notify the employee of any concerns about him/her meeting their obligation under the AWS before withdrawing the privilege of participation, unless their actions are so egregious it warrants immediate withdrawal.

33.6 The Parties agree that employees participating in the AWS have an opportunity, with supervisory approval, to work any of the schedule options identified in 226 FW 1.6.

33.7 The Parties agree that the supervisor has the authority to either temporarily change an approved AWS tour of duty when necessary to provide office coverage, travel or training. This would include, but is not limited to, reducing employees' flexibility on arrival and departure times, suspending an employee's compressed work schedule, or changing an employee's compressed day off. Unless circumstances prevent otherwise, supervisors will coordinate with employees regarding such changes. When Management knows in advance, it will give employees at least ten (10) work days written notice before changing tours of duty or AWS.

33.8 The supervisor will provide to the employee reasons in writing for denial of a tour of duty request, temporarily changing of AWS, or removal from an AWS of the employee. For temporary change of AWS, the supervisor will include in the written notice the duration of the temporary change. If unsatisfied with the written response, the employee has the right, to enter into the negotiated grievance process, unless the work schedule at issue is one other than those identified in Section 1.6 above.

33.9 Each employee who participates in AWS is responsible to accurately account for his or her hours of work on a bi-weekly time and attendance worksheet. The employee is also responsible to request and obtain advanced approval for any leave used (unless circumstances prevent otherwise), credit hours earned or used, and/or any hours in excess of 80-hours in a pay period other than credit hours (e.g., overtime or compensatory time-off). Employees will be expected to fill in appropriate hours for each day on their time sheets as well as sign in and sign out times, unless the employee is away from the office and unable to make the entry.

33.10 Supervisors may, and are encouraged to, grant full-time employees one (paid) break not to exceed fifteen (15) minutes in the morning and another paid break not to exceed fifteen (15) minutes in the afternoon. Supervisors may grant part-time employees are one (paid) break not to exceed fifteen (15) minutes for every four hours worked in a work day. Due to varied schedules, break periods will normally occur midway through each four (4) hour period. Breaks will be arranged by the employees with their supervisor, as needed, so as not to interrupt the work of the work unit. The Parties agree that when a supervisor has reason to believe that an employee is abusing the break privilege that supervisor may require the employee to sign in and out when taking the break.

33.11 Employees are entitled to at least a meal break of at least thirty (30) minutes between 11:00 a.m. and 1:00 p.m. Unless an employee's regular tour of duty documented on a Form 3-261 includes a meal break longer than thirty (30) minutes, the employee must notify and obtain the approval of their supervisor in advance if their meal break on a particular day will exceed thirty (30) minutes. Employees under Flexible Schedules who take a meal break in excess of thirty (30) minutes may either "flex" their work schedule (i.e., by working the additional time or take appropriate leave, earned Credit Hours, or earned compensatory time-off to extend the meal period). However, employees under a Compressed Schedule have a "fixed" work schedule and therefore, are unable to "flex" and therefore, will need to take annual leave or earned compensatory time-off to extend their meal period beyond the thirty (30) minute meal break. A meal break is required for employees who work longer than five (5) hours.

Article 34 - Furlough of Bargaining Unit Employees

34.1 Except in the cases of emergency furlough (e.g. lapse of appropriations) when there is insufficient time to provide advance notice, before the Agency furloughs bargaining unit employees the Union will be advised in writing:

a. The division(s)/office(s) affected by the furlough.
b. The estimated number of employees who will be furloughed.

34.2 When it is necessary to furlough some, but not all, bargaining unit employees within a division/office, management will consider the following criteria, as applicable, to determine the employees who will be excepted from the furlough (continue to work):

a. Those bargaining unit employees paid from a funding source not affected by the lapse in appropriation;
b. Those bargaining unit employees the Agency deems have the necessary skill, experience, access, and clearance to meet the need that is the basis for that function to be deemed excepted from the furlough.
c. If there are multiple bargaining unit employees who meet the criteria in b above, the individual(s) with the longest tenure within that division/office will have the first opportunity to be excepted from the furlough and if one or more decline, the offer will be made to the employee(s) with the next longest tenure in the division/office. If there are no volunteers, the least tenured bargaining unit employee within that division/office who meets the criteria in b above will be directed as excepted.

34.3 In a non-emergency situation when the Agency has made a decision to furlough employees for a specific number of days during a specific period of time, bargaining unit employees will be provided with an opportunity to provide a schedule identifying their preferences regarding the days they will be furloughed (e.g., Mondays and Fridays). These requested schedules would be considered by the Agency along with workload and staffing requirements in making the decision regarding what days bargaining unit employees will be furloughed. Paid leave cannot be used to be compensated for days a bargaining unit employee is furloughed.

34.5 Written notice will be provided to employees in accordance with DOI, OPM, and regulatory procedures.

34.6 If there is a furlough based on a lapse of appropriations:

A. Any leave that had been previously approved that would have occurred during that furlough is cancelled and therefore, would remain in the bargaining unit employees' available leave balance.
B. Bargaining unit employees who are excepted from being furloughed cannot use paid leave on days that other employees are furloughed. If the designated excepted

bargaining employee is unavailable to work on a certain day, they will be furloughed on that day and, if needed, an alternate employee will be designated as excepted as a replacement for only the time the initially designated excepted employee is unavailable.

C. Bargaining unit employees who are designated as excepted from a furlough and required to report for duty during the lack of appropriations will be fully compensated in accordance with law and regulation.

34.7 Bargaining unit employees who are furloughed because of a lack of appropriations will be will be compensated if approved/authorized by the language in the appropriation, Executive Order, or other venue that enables the compensation of furloughed employees.

APPENDIX A-Legal Rights and Warnings for Employees in Investigations and Examinations

WEINGARTEN RIGHTS

The Civil Service Reform Act, 5 United States Code 7114 (a), gives employees in units represented by an exclusive labor organization, (NFFE Local 14), the right to request Union Representation at an examination by a representative of the agency in connection with an investigation if the employee believes the examination may result in disciplinary action.

Section 7114 (a) of the CSRA of 1978 states that:

> (2) An exclusive representative of an appropriate bargaining unit in an agency shall be given the opportunity to be represented at ...
>
> > (B) Any examination of an employee in the bargaining unit by a representative of the agency in connection with an investigation if- -
> >
> > > (i) The employee reasonably believes that the examination may result in disciplinary action against the employee;
> >
> > AND
> >
> > > (ii) The employee requests representation.

This law also allows the Union Representative to contact the employee before or during the examination of the employee to offer guidance and representation.

Further, an employee who is not being directly investigated, but simply examined in connection of another employee's examination, also has the full rights as described under the Weingarten Rights. A simple gathering of facts may inadvertently lead to self-incriminatory violations of law, rule, or agency policy as well as negotiated policy. The employee must carefully weigh whether they want to exclude Union representation, but foremost must REQUEST a Union Representative.

KALKINES WARNINGS

This occurs in circumstances where it is considered necessary to require an employee to respond to questions concerning an investigation. In this situation, the Supreme Court has held that termination may not be predicated solely upon a refusal to answer questions based on the Fifth Amendment protection against self-incrimination. However, the employee may be dismissed for refusing in an administrative proceeding to answer specific, direct, and narrow questions relating to the performance of official duties when they do not infringe upon Fifth Amendment rights, and when the employee has been given immunity from criminal prosecution. Before the employee is questioned, he/she is advised that immunity has been provided and express

assurance will be given the employee that any answers will not be used against him/her in a criminal proceeding. When granted immunity, the employee must be warned:

- That he/she is going to be asked a number of specific questions concerning the performance of his/her official duties;

- That he/she has a duty to reply to these questions and failure to do so, may result in agency disciplinary proceedings;

- Neither the answers nor any information or evidence which is gained by reason of such statements can be used against the employee in any criminal proceeding unless false statements or information are willfully provided, in which case, criminal proceedings may be instituted against the employee for these falsifications; and, that he/she is subject to dismissal upon refusal to answer or failure to respond truthfully to any questions. In addition to the above, the employee has the right to have an attorney or Union Representative present during the interview, if he/she desires.

GARRITY WARNING

The Government has a need to require its employees to account fully for their actions in the course of their official duties. However, this need may conflict, at times, with an employee's constitutional protection against self-incrimination. Therefore, prior to any non-custodial interview, every subject who is a Government employee must be given a "Garrity Warning." Under this warning the subject has the right to:

- Remain silent and to be told that the investigation can lead to criminal, civil, and/or administrative action;

- Seek the advice of a lawyer or other representative* of his/her own choosing and at his/her expense, before answering any questions, and to have a lawyer or representative present during the questioning;

- Be advised that refusal to answer the questions posed on the grounds of self-incrimination cannot lead to discharge solely for remaining silent. However, silence can be considered in an administrative proceeding for its evidentiary value that is warranted by the facts surrounding the case.

*The employee has the right to have a Union Representative present during the interview if he/she so desires. However, if present, a Union Representative cannot actively participate during the interview.

MIRANDA WARNING

"Miranda Warnings" are given prior to questioning individuals who have been placed in custody. As most interviews conducted by OFFICE OF THE INSPECTOR GENERAL (OIG) investigators do not involve custodial situations, this warning is not usually required. Under the "Miranda Warnings," prior to being interviewed, the subject of the investigation must be advised that:

1) The subject has the right to remain silent;

2) Any statement made may be used as evidence against the subject; and,

3) The subject has the right to have an attorney. If the subject cannot afford an attorney, one will be provided by the Government. The employee will be allowed to have a Union Representative present in addition to legal counsel.

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APPENDIX B - Glossary of Definitions

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

Agency or Management (Official). Any supervisor or manager within the RO or the TCFO.

Consult/Consultation. Oral or written discussions between representatives of the Agency and the Union for the purpose of obtaining the Union's views when formulating policies on matters of concern to employees of the Unit.

Grievance. A grievance applicable under Article 8 of this Agreement means any complaint or dispute by any employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any employee; or by any employee, labor organization, or Agency concerning the effect or interpretation, or a claim of breach, of a collective bargaining agreement

Impasse. The inability of the Agency and Union representatives to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Negotiation. Bargaining by representatives of the Agency and the Union on appropriate issues relating to working conditions and personnel policies and practices to establish a labor-management contract

Organizational Unit. A unit defined by a distinct organizational code.

Parties. The Union and the Management of the RO and TCFO.

Program. For purposes of this agreement, a Program is:

a. Budget and Administration (which includes the Information Technology Management, Contracting and Facilities Management, Diversity and Civil Rights, Engineering, Safety and Environmental Compliance, Budget and Finance, and Human Resources)
b. Ecological Services
c. External Affairs
d. Fisheries, Migratory Birds and State Programs (which includes Federal Assistance, Migratory Birds, Migratory Bird Permits, and the North American Waterfowl Management Plan Joint Venture Office)
e. National Wildlife Refuge System (which includes Refuge Supervisors for Areas 1 and 2, Division of Conservation Planning, Division of Natural Resources, Division of Partners for Fish and Wildlife, Division of Realty, Budget and Administration, Information Management, Program Planning, Visitor Services, Fire Management, Refuge Law Enforcement, and Aviation Management)
f. Science Applications
g. TCFO, Bloomington, Minnesota

Supplement. An addition of new subject matter not previously included in the basic agreement.

Union Official. Any accredited national representative of the Union, the duly elected officers of the NFFE Local 14, and duly designated stewards.

The above Agreement is agreed upon by the following:

For the Agency

Lead Negotiator

Negotiation Team Member

Negotiation Team

Member Concur,

Acting Regional Director, Region 3

Date: 6/5/13

for the Chief, Human Resources for the Agency

Date: 6/24/13

Approved:

Director of Human Resources,
U.S. Department of the Interior
Date: 7/9/13

For NFFE Local 14

Lead Negotiator

Negotiation Team Member