

# RECLAMATION

*Managing Water in the West*

## AGREEMENT

Between

AFGE Local 1978

&

The United States of America  
Department of the Interior  
Lower Colorado Region



The United  
America  
Department of The  
Interior  
Bureau of Reclamation  
Lower Colorado Region  
Hoover Dam



AFGE Local 1978 Master Agreement

Bureau of Reclamation, Lower Colorado Dams Office (Hoover Dam) (Employer)

GS/GL Unit

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## **PREAMBLE**

This Master Agreement is made between the Bureau of Reclamation, Lower Colorado Dams Office (Hoover Dam) ("Employer") and the American Federation of Government Employees (AFGE) Local #1978, AFLCIO ("the Union").

Employer and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving Reclamation's mission and to ensuring a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success.

Therefore, the parties agree to work together in a non-adversarial forum and through this Master Agreement to identify problems and craft solutions, enhance productivity, and deliver the best quality of service to the customers.

In accordance with Chapter 71 of Title V, Public Law 95-454 (Statute) or any other applicable laws, acts, or legislation which may be in place, the following Articles of this basic Agreement, together with any and all supplemental Agreements and/or amendments which may be agreed upon at a later date, constitute a complete collective bargaining agreement by and between the United States Department of Interior (DOI), Bureau of Reclamation, Lower Colorado Dams Office (LCDO), hereinafter referred to as EMPLOYER and American Federation of Government Employees (AFGE), Local 1978, AFLCIO, hereinafter referred to as the UNION and collectively known as the PARTIES for the employees in the unit described in Article 2, hereinafter referred to as the EMPLOYEES. The Department of the Interior is identified as INTERIOR. The Bureau of Reclamation is identified as RECLAMATION.

This Agreement is entered into pursuant to the Certificate of Representative dated November 21, 1996. This Agreement applies only to those employees and positions in the bargaining unit as defined in Article 1 and cannot cover or impact any persons or positions not within the coverage of the certification of exclusive recognition.

## INTRODUCTION

### ARTICLE 1--RECOGNITION AND COVERAGE

#### **Section 1 - Exclusive Representative**

AFGE is recognized as the sole and exclusive representative for all of those previously certified GS/GL employees, full-time, part-time, in units consolidated and certified by the Federal Labor Relations Authority (FLRA) in Certificate No. DE-RP-60038, dated November 21, 1996, and any subsequent amendments or certifications.

#### **Section 2 - AFGE Role**

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit.

#### **Section 3 - Employee Representation**

Reclamation recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. Employer will not bypass the Union by entering into any formal discussions or agreements concerning all matters affecting personnel policies, practices, or working conditions and the Union will be given the opportunity to be represented. This is not intended to include routine work assignments.

#### **Section 4- Unit Clarification**

The Union will be notified of bargaining unit determinations for proposed position changes and establishment of new positions and may initiate discussions about the status. The Union may initiate discussions about the bargaining unit status. When a position changes, and the parties do not agree over whether the position(s) is/are inside or outside the unit, the parties are encouraged to utilize the Alternative Dispute Resolution (ADR) process. If still unresolved, either party may file a Clarification of Unit (CU) petition with the FLRA. If the position previously has been in the bargaining unit, the employee and/or position will remain in the bargaining unit until a decision is issued on the petition.

## **ARTICLE 2--GOVERNING LAWS AND REGULATIONS**

### **Section 1 - Relationship to Laws and Regulations**

The Employer agrees to respect the rights of the Union. The Union has the right to propose impact and implementation bargaining on new policy, changes in policy, or changes in working conditions.

### **Section 2 - Department Regulations**

Where any Agency regulation issued after the agreement goes into effect conflicts with this Agreement and /or a Supplemental Agreement, the Agreement shall govern.

## **ARTICLE 3--LABOR-MANAGEMENT FORUM**

### **Section 1 - Purpose**

- A. A non-adversarial forum for managers, employees, and the Union will be used to design, implement, and maintain a cooperative working relationship between Labor and Management in order to achieve common goals. Management and Union leadership must be committed to these principles in order for this effort to be successful.
- B. The structure, nature, scope, and operation of this forum will be jointly determined by Management and Union officials at the appropriate levels in accordance with the principles in Section 2. The parties will agree on decision making methods. Management and Union leaders are encouraged to fully participate in this forum.

### **Section 2 - Principles**

Management and Labor shall be committed to work at all appropriate levels to establish and improve effective communications designed to ensure a quality work environment for employees, more efficient administration of LCDO (Hoover Dam) programs, and improved service to customers. The principles which guide this effort include:

- A. Pre-decisional involvement;
- B. Shared responsibility;
- C. Identification of problems;
- D. Sharing of information;
- E. Finding solutions and reaching joint agreements;
- F. Use of alternative dispute resolution, interest-based problem-solving techniques, and facilitation;
- G. Integration of interests;
- H. Working together on committees such as the labor-management forum, senior staff, joint training programs, and other work groups to address issues of mutual interest. The Union will have the right to select its representatives for such committees and work groups;
- I. Cooperation;
- J. Mutual respect;
- K. Open communication;

L. Trust;

M. Minimizing or eliminating collective bargaining disputes; and

N. Publicizing joint successes at all levels.

**Section 3 - Scope**

The scope of the labor-management forum will include issues raised by either party regarding:

A. Matters involving personnel policies, practices, and working conditions.

B. Procedures which Management officials of Reclamation will observe in exercising any authority under this Article, or appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement.

**Section 4 - Training and Travel**

To achieve optimum results from the labor-management forum, the best interests of both parties are served by continual and joint Labor/Management training. The need and the type of training and travel will be mutually agreed upon with expenses provided by the Employer.

**Section 5- Union Activities During Duty Status**

While participating in the labor-management forum, all bargaining unit members will be considered on official time.

## ARTICLE 4--MANAGEMENT RIGHTS AND RESPONSIBILITIES

### Section 1 - 5 U.S.C. 7106

(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating--

- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.



## **ARTICLE 5--EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **Section 1 - General**

In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

- A. Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, counseled or disciplined, it will be done in private without the knowledge of other employees to the extent it is within Management's control.
- B. Disciplinary and Adverse actions shall be taken to promote the efficiency of the service.
- C. No employee will be subjected to intimidation, coercion, or harassment, nor will they suffer reprisal or be used as an example to threaten other employees.

### **Section 2 - Right to Join and Assist the Union**

- A. In accordance with 5 USC 7102 each employee has the right to freely and without fear of penalty or reprisal to form, join, or assist any labor organization or to refrain from any such activity and each employee shall be protected in the exercise of such right.
- B. Employees have the right to act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.
- C. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees.

### **Section 3 - Right to Representation**

- A. If an employee wishes to discuss a representational matter with a union representative, the employee shall, upon request, have the right to contact and meet with the union representative on official time. If it is necessary for the employee to leave the work area to meet with the representative, the employee will be released from duties as soon as practical.
- B. The employee may request representation if the employee reasonably believes, either prior to or during an examination, discussion or interview, that it could result in disciplinary action. Once an employee chooses to exercise this right by requesting representation, no further

questioning or action will take place until the employee's representative is present, provided no unreasonable delay occurs.

- C. Management will annually post employees' Weingarten rights notifying employees that they have a right to union representation.

#### **Section 4 - Formal Discussions**

It is agreed that the exclusive representative shall be given the opportunity to be represented at all formal discussions between the Employer and the employee concerning any grievance, or any personnel policy or practices or matters affecting general working conditions of employees as defined in 5 U.S.C. In this regard, the Employer agrees to notify the Union designee as far in advance of the formal discussion as reasonable. The attendance of the designated exclusive representative will be acknowledged by the Employer at the start of such formal discussions. The Union's representative will be given the opportunity to ask questions on behalf of the employee and may make a brief statement as to the Union's position on the matter under discussion. Consistent with 5 U.S.C. 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner that will improperly bypass the Union under law.

#### **Section 5 - Personal Rights**

- A. Managers and employees will deal with each other in a professional manner and treat each other with courtesy, dignity, and respect.
- B. The Employer will make every reasonable effort to conduct discussions between supervisors and employees, other than routine work conversations, in private. "Routine" work conversations are normal, everyday discussions of the work that needs to be done, how it is done, changes in the work, etc. This does not include criticisms of work, performance problems, discipline discussions, etc. This section is meant to protect the privacy and dignity of employees by requiring managers to deal with negative or personnel matters where other employees cannot overhear.
- C. In accordance with existing statutes and regulations, employees have the right to present their personal views on other than pending legislation to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.
- D. Any search must be done for good reason and in compliance with applicable laws and regulations.
- E. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination at the worksite, and without imposition of discipline or adverse action unless such pursuit impairs the efficiency of the service. The rule of nexus must be applied.

- F. An employee's decision to resign or retire, if eligible, shall be made voluntarily and in accordance with prevailing regulations. The Employer will provide retirement planning information to bargaining unit employees.
- G. If an employee is facing termination, the employee may voluntarily resign any time prior to the effective date. The employee may withdraw his or her resignation prior to the effective date, as long as the position is uncommitted or unencumbered.

### **Section 6 - Official Records and Files**

- A. Supervisors will maintain all employee personnel records in accordance with the law. All personnel records are confidential, shall be known or viewed by officials only with a legitimate administrative need to know, and must be retained in a secure location. The individual supervisor's record of employee file is the only authorized file for records which may be maintained concerning the employee other than the electronic Official Personnel Folder (eOPF), Employee Performance File (EPF), and Medical File.
- B. Employees (and/or their authorized representatives who have been so authorized in writing by the employee) have the right to examine any of their personnel records including information contained in the Supervisor's record of employee file. The employee has the right to a reasonable amount of duty time to examine employment-related information, including a response to material placed in such records. In the case of a disciplinary action, the employee or authorized representative will be entitled to a copy of the material relied upon to propose the action.
- C. Personal notes pertaining to an employee, not qualifying as a system of records under the Privacy Act may only be kept and maintained by and for the personal use of the manager who wrote them. Appropriate personal notes, including memory joggers and emails, shall not be used to retain information that should properly be contained in a system of records such as the supervisor's file. These notes should not be shown to anyone and/or circulated, but may be used to jog a memory when testifying.

### **Section 7 - Whistleblower Protection**

Employees shall be protected against reprisal for the disclosure of information which the Employee believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, or an abuse of authority.

### **Section 8 - Statutory Requirements**

Personnel management shall continue to be conducted in accordance with the provisions of 5 U.S.C. 2301, Merit System Principles, and 5 U.S.C. 2302, Prohibited Personnel Practices. These sections will be made available to any employee upon request.

## **ARTICLE 6--UNION RIGHTS AND RESPONSIBILITIES**

### **Section 1 - Introduction**

The Union and the Employer commit to work together to efficiently and effectively serve customer needs.

### **Section 2 - Union Rights**

- A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71, this Agreement, and the concept and principles of mutual collaboration.
- B. Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.
- C. The Employer will not restrain, coerce, discriminate against, or interfere with any Union representative or employee in the exercise of their rights.
- D. The Union will not encourage or initiate any unlawful, concerted activity that would harm or adversely affect the operation and/or mission of Reclamation. The Union will not condone any such activity by failing to take affirmative action to prevent or stop it if they are aware of such activity.

### **Section 3 - Union Representation**

The Union will be provided reasonable advance notice and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice, or working conditions. The Union will also be allowed to be present and represent an employee at any examination of an employee in the unit by a representative of Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation. The Union has the right to designate stewards. The number of stewards shall not exceed five (5).

### **Section 4- Notification of Changes in Working Conditions**

The Employer shall provide, at a minimum, seven (7) calendar days advance notice to the appropriate Union official(s), with a copy to the local president, prior to changing working conditions of bargaining unit employees. Employer agrees to provide all supporting documentation with the notice.

### **Section 5 - Information Requests**

The Employer agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union. Management will provide all denials in writing.

### **Section 6 - Notification of Union Officials**

The Union will annually provide management with an updated list of the names, titles, and work telephone numbers of all Union officials along with the room/location of the Union office and representatives as well as changes as they occur. Management agrees to provide all new hires with a copy of the list and welcome letter when they enter on duty.

### **Section 7 - New Employee Orientation**

The Union will be afforded the opportunity to make a fifteen to thirty-minute presentation during each new employee orientation session and will generally be assigned the time slot just prior to lunch break. Management will provide the Union with notice of the date, time, and place of the orientation. The Union official making the presentation will be allowed official time to make the presentation. Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.

### **Section 8 - Voluntary Programs**

The parties shall provide each other reasonable advance notice of the initiation or discontinuance of all voluntary programs such as the Combined Federal Campaign (CFC). When requested, appropriate bargaining will be held. The parties agree that employee participation in the CFC or other volunteer activities will be on a voluntary basis.

## ARTICLE 7--DISCIPLINARY AND ADVERSE ACTIONS

### **Section 1 - General Provisions**

Disciplinary and adverse actions will be taken only for such just cause as will promote the efficiency of the service. Disciplinary and adverse actions will be initiated and handled in an expeditious manner after management has become aware of the situation. Disciplinary and adverse actions will be consistently applied. Management will administer disciplinary and adverse action procedures and determine appropriate penalties to all employees in a fair and equitable manner. The parties agree to the concept of progressive discipline which is designed primarily to correct and improve employee behavior.

### **Section 2 - Definitions**

**Adverse action** is defined as a removal, a suspension for more than 14 calendar days, a reduction in grade or pay, or a furlough for 30 days or less.

**Computation of Time** is defined as the first day counted will be the day after the day of the act or event (e.g., the day after receipt of a decision). The effective day of the suspension and/or return to duty do not count as the act, the event, or the decision.

**Counseling (often referred to as a warning)** is defined as direction to an employee from a manager that is used as a constructive means to encourage an employee to improve his or her conduct. Counseling may be oral or written.

**Disciplinary action** is defined as a written reprimand and suspensions of 14 calendar days or less. This is the least serious form of action intended to change or correct an employee's conduct.

**Furlough** is defined as placing an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

**Suspension** is defined as placing an employee, for disciplinary reasons, in a temporary status without duties and pay.

### **Section 3 - Representation**

Employees may request representation at all phases of the disciplinary and adverse action process, including all meetings with a management official for the purpose of discussing the covered actions. The employee has a right to a Union representative or an attorney. The employee is responsible for bearing all costs for representation if the representative is other than the Union.

#### **Section 4 - Medical Condition**

An employee who wishes management to consider a medical condition that may have contributed to misconduct shall be given a reasonable amount of time to furnish medical documentation (as defined in 5 C.F.R. § 339.104).

#### **Section 5 - Adverse Actions**

- A. After receiving a final decision on a removal, suspension for more than 14 days, a furlough of 30 days or less, or a reduction in pay or grade, an employee alleging that unlawful discrimination was a basis for the action in whole or in part, may appeal to the Merit Systems Protection Board (MSPB), file an EEO complaint, or file a grievance under the negotiated grievance procedure. Only one avenue of appeal may be pursued. An employee will be deemed to have exercised his or her option to raise a matter either under the applicable appellate procedures or the negotiated grievance procedure whichever occurs first.
- B. If the employee wishes to appeal to the MSPB, he or she has 30 days from the effective date of the action being appealed, or no later than 30 days after the date of service of a decision, whichever is later.

## ARTICLE 8--INVESTIGATIONS

### **Section 1 - Examinations and Representation**

- A. As exclusive representative, the Union shall be given the opportunity to be present at any examination of an employee in the bargaining unit by a representative of the Employer in connection with an administrative investigation (excludes criminal investigations)if:
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
  - 2. The unit employee requests representation.
- B. The right to Union representation during investigations is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a workday.
- C. If an employee initially declines representation, but wishes to have it after the interview begins, the employee may request it at that time. Management will temporarily stop questioning; allow the employee to contact the Union, and resume questioning or reschedule the meeting.
- D. An investigation shall be conducted in an expeditious and timely manner. Employees do not have to volunteer information but are obligated to respond truthfully when questioned by the Agency. Employees do not have to incriminate themselves, however; they must answer all direct questions.
- E. Supervisors, employees, and Union representatives will not, except as specifically authorized, disclose any information about an investigation. A copy of the employee's statement will be given to the employee. If no action was taken as a result of the investigation, the employee and Union representative will be informed in a timely manner.
- F. When an employee has requested Union representation in an investigation, the Union representative may fully and actively represent the employee.



## **ARTICLE 9--GRIEVANCE PROCEDURE**

### **Section 1 - Purpose**

This article shall be administered in accordance with Title 5 U.S.C. Chapter 71, "The Federal Service Labor-Management Relations Statute" and this Agreement. The Employer and the Union recognize and endorse the importance of bringing to light and addressing employee concerns through the negotiated grievance procedure promptly and, whenever possible, informally. In this regard, the parties will ensure that their representatives are properly authorized to resolve matters raised under this article. The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. Except as provided by law, this article shall be the sole and exclusive procedure available to the Employer and the Union and employees of the Unit for the resolution of grievances.

### **Section 2 - Use of Statutory Appeal Procedures or Negotiated Grievance Procedures**

- A. In accordance with 5 U.S.C. § 7121 an employee, at their option, may raise matters covered under § 4303 (Unacceptable Performance) and § 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee will be deemed to have exercised their option to raise a matter either under the applicable appellate procedures or the negotiated grievance procedure whichever occurs first.
- B. Similarly, an employee affected by a prohibited personnel practice under Section 2302(b) (1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised their option at such time as they file a grievance or complaint with the Office of Special Counsel, or local EEO office, whichever event occurs first.
- C. If an employee elects to file a grievance for a violation of EEO law, they shall have 15 calendar days after the incident or after they became aware of the incident, to file the grievance, or if the employee wishes to discuss the allegation with an EEO Counselor, this discussion must be within 45 calendar days after the incident or after they became aware of the incident. Upon completion of the EEO Counselor's review, the employee will be provided information about their complaint and advised of their right to file under EEO statutes or negotiated grievance procedure. At that time, the employee shall have 15 calendar days to file the grievance.

### **Section 3 - Representation**

- A. Any bargaining unit employee may present a grievance covered under the terms of this Agreement to the Employer. The Union shall be the only representative used by an employee under this procedure; however, an employee may represent themselves. The Union will be provided with a copy of all grievances filed by employees.
- B. An employee may present a grievance without Union representation as long as the resolution is not inconsistent with the terms of this Agreement. If the Employee represents themselves,

the Union shall be notified and be given an opportunity to be present at any grievance discussion conducted. The Union shall also be provided a copy of any written decision or settlement in the matter.

- C. Employees will be authorized necessary time while on duty to prepare and participate in grievances, including individual or group grievances.

#### **Section 4 - Grievance Procedures**

##### A. Step 1

1. A written grievance shall normally be filed with the grievant's first level supervisor. The written document must state that it is a grievance. Grievances must be presented within 15 calendar days from the date of the occurrence of the event or action prompting the grievance.
2. If an employee presents a grievance directly to the Employer on his or her own behalf, the Union must be notified.
3. The responding official will provide a written response within seven (7) calendar days of receipt of the grievance (excluding day of receipt) or within seven (7) calendar days following a meeting, if requested. If the grievance is not settled at Step 1, the grievant may proceed to Step 2.

##### B. Step 2

1. The grievance may be appealed to the next level supervisor within seven (7) calendar days.
2. Upon request, the responding official will hold a meeting to hear the grievant's or Union representative's oral presentation.
3. The responding official will provide a written response within seven (7) calendar days of receipt of the grievance (excluding day of receipt) or within seven (7) calendar days following a meeting, if requested. If the grievance is not settled at Step 2, the grievant may proceed to Step 3.

##### C. Step 3

1. The grievance may be appealed to the next level supervisor within seven (7) calendar days.
2. Upon request, the responding official will hold a meeting to hear the grievant's or Union representative's oral presentation.

3. The responding official will provide a written response within seven (7) calendar days of receipt of the grievance (excluding day of receipt) or within seven (7) calendar days following a meeting, if requested. If the grievance is not settled at Step 3, the Union may proceed to Arbitration.

## **ARTICLE 10-ARBITRATION**

### **Section 1 - Purpose**

This article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, Title 5, U.S. Code Chapter 71, and this Agreement. This article establishes the procedures for the arbitration of disputes between the Union and the Employer which are not satisfactorily resolved by the negotiated grievance procedure covered in this Agreement.

### **Section 2 - Procedures**

- A. The Union or the Employer may invoke arbitration by serving notice on the other within 30 calendar days following receipt of a final decision under the Negotiated Grievance Procedure. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the party submitting the matter to arbitration.
  
- B. The party initiating arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties share the expenses of the FMCS. Within 15 calendar days from receiving the list of arbitrators from the FMCS, the parties shall meet to select an arbitrator. At any time, the parties may agree to obtain a new list of arbitrators from the FMCS. Upon request of the grieving party, the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:
  - 1. either party refuses to participate in the selection of an arbitrator; or
  - 2. upon inaction or undue delay on the part of either party.
  
- C. Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings concerning employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed upon.
  
- D. When a grievance concerns a complaint of sexual harassment, as defined in Article 18, Equal Employment Opportunity, the hearing shall be a closed forum upon request of either party.

### **Section 3 - Timeliness, Grievability, and Arbitrability**

The arbitrator has the authority to make all timeliness, grievability, or arbitrability determinations. If either Party raises an issue of timeliness, grievability, or arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Timeliness, arbitrability and grievability assertions must be raised in writing by Step 3 of the grievance procedure. Upon agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief and decided prior to a hearing on the merits of the underlying grievance. Any allegations of timeliness, grievability, and arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing for these issues, except by mutual consent.

#### **Section 4 - Parties and Witnesses**

The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, shall be granted official time and expenses to the extent necessary to participate in the arbitration proceeding. The Employer shall ensure that all witnesses who are employed by the Federal Government are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

#### **Section 5 - Arbitrator Authority**

The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority (FLRA) sets aside all or a portion of the award.

#### **Section 6 - Ex Parte Communication with Arbitrator**

There will be no communication with the arbitrator unless both Parties are participating in the communication.

#### **Section 7 - Arbitrator's Award**

The arbitrator shall render a written decision not later than 30 calendar days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will immediately take the actions required by the final award within 15 calendar days after it becomes final and binding, unless otherwise specified in the written decision.

#### **Section 8 - Arbitration Costs**

- A. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.
- B. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.
- C. If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

## **Section 9 - Union Attorney Fees and Expenses**

- A. Reasonable attorney fees and expenses may be requested by the Union consistent with governing statute or case precedent.
- B. By statute, an arbitrator has jurisdiction to resolve a motion for attorney fees from the Union after an award becomes final and binding.
- C. The arbitrator's award on the issue of attorney fees will be issued within 30 calendar days of the arbitrator's receipt of the Employer's response to the Union's request. The arbitrator will provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed.

## ARTICLE 11--OFFICIAL TIME

### **Section 1 - Purpose**

The purpose of official time is to provide bargaining unit employees time in which to perform representational activities including statutory responsibilities during normal working hours in accordance with Chapter 71 of Title 5 of the U.S.C. This article provides an equitable process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both the Employer and the Union.

### **Section 2 - Representational Functions**

A. Official time may be used for representational purposes to include, but is not limited to:

- (1) Preparing and presenting of grievances at any step of the negotiated grievance procedure;
- (2) Appearing as a witness in any step of the grievance;
- (3) Preparing and representing an employee or the Union in an arbitration hearing;
- (4) Appearing as a witness in an arbitration hearing;
- (5) Preparing for and attending meetings scheduled by management;
- (6) Representing the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;
- (7) Preparing responses to management initiated correspondence;
- (8) Assisting an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;
- (9) Maintaining records in support of and preparing reports that are required of the Union by federal agencies;
- (10) Participating in bargaining over changes in working conditions of bargaining unit employees;
- (11) Traveling between duty locations or to the Union office to accomplish any of the above;
- (12) Acting as a representative of the Union in presenting the views of the bargaining unit to Members of Congress or their staff regarding conditions of employment per Title 5, Chapter 7102 (1);

(I 3) other representational functions permitted by law.

- B. Official time is prohibited for any activities performed by any employee relating to the internal business of the Union including the solicitation of membership, elections of Union officials, and collection of dues.
- C. The parties acknowledge that official time for employees and representatives is provided under separate authority to participate in statutory appeal procedures. This includes, but is not limited to, proceedings before the FLRA, and the Equal Employment Opportunity Commission (EEOC).

### **Section 3 – Requesting Official Time**

- A. Union representatives who request official time will obtain the permission of the immediate supervisor or appropriate management official before performing representational duties. The request will include the nature of the duties to be performed, the estimated amount of time to be used, and the location. The supervisor shall make every effort to approve the request. If the supervisor is unable to grant the request immediately, the parties will agree upon a time, normally within 24 hours. The Union official will be given time to inform any bargaining unit employees involved of the delay.
- B. The meeting with the employee will generally take place at the Union Office. When the Union representative needs to leave the work site and their immediate supervisor is temporarily absent from the site, the next level available supervisor will be contacted. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both may contact their supervisors telephonically or by e-mail to notify them of the need to extend the anticipated return time. The Union representative will notify their supervisor upon their return to the work area.

### **Section 4 - Training**

- A. The Employer agrees to grant a total of 120 hours each contract year of official time to Union officials to attend labor relations training or other training related to employees' conditions of employment, determined to be of mutual benefit to the Employer and the Union. The parties agree that training under this section is generally of mutual benefit when it covers such areas as contract administration, handling of statutory actions such as grievance handling, and information related to federal personnel/labor relations laws, regulations, and procedures. Additional hours may be approved on a case-by-case basis.
- B. Written requests, including an agenda, will be forwarded within a reasonable period of time in advance of the training to the Administrative Officer. The Employer will respond to the request within a reasonable amount of time. Official time for training will generally be approved except in cases where the absence of the employee or employees will adversely impact the Employer's work requirements. When a request for official time for training is



disapproved for any reason, the reasons for such disapproval will be furnished to the AFGE Local 1978 President.

- C. When new union stewards are designated, LCDO will permit up to 4 hours each of official time to receive an orientation on the Agreement, workload permitting.

## ARTICLE 12--HOURS OF WORK AND COMPENSATION

### **Section 1 - General**

The Parties support the use of alternative work schedules (AWS) as human resource initiatives designed to improve productivity and morale, as well as provide greater service to the public. AWS shall not interfere with work operations, nor will they increase costs.

The following AWS at LCDO are available for employees at Hoover Dam:

A fixed 5-day work week of five 8-hour days.

A fixed 5/4-9 work schedule that includes eight 9-hour days, one 8-hour day, and one day off in a 10-day biweekly pay period.

A fixed 4-day work week of four 10-hour days.

A fixed work week of 12-hour days.

(See Section 2 for specific tours of duty.)

#### A. **Miscellaneous**

1. If the Employer proposes to make any change to the current work schedules, the Union will be notified and given an opportunity to bargain.
2. The parties understand and agree that when credit hours or alternative work schedules (AWS) are initiated by the employee, they will be subject to approval by the supervisor.
3. This Agreement does not preclude an employee from requesting an alternate tour of duty for specific personal reasons.

#### B. **Breaks**

Workload permitting, a 15-minute break will be provided for all employees during each half of their shift. Each break period shall be given as near the middle of each one half of the shift as possible subject to workload, office coverage, and customer service considerations.

### **Section 2 - Tours of Duty/Scheduling**

- A. For the purpose of this section, an established tour is an approved tour of duty generally with a specific beginning and ending time and an unpaid lunch period. Police Officers' work schedules will have no formal meal break. Police Officers will be allowed to eat on duty as work conditions allow.
- B. An employee's workweek will usually not extend over more than five days of the period Sunday through Saturday.

- C. The Employer has determined that employees will not normally be required to report to work unless they have had at least ten (10) hours off-duty time between work tours; however, nothing in this article shall restrict the Employer's right to assign work or employees pursuant to 5 USC 7106(a).
- D. Excessive use of overtime or compensatory time in any area may be evaluated by the Union and the Employer to review staffing options.

### **Section 3 - Overtime and Compensatory Time**

- A. Overtime shall be distributed in a fair and equitable manner among qualified employees. In the interest of employee morale, job continuity, and economy of operations, the first priority when making overtime assignments will normally be given to the employee who is regularly and currently assigned to the job.
- B. When an employee works overtime and is covered by the Fair Labor Standards Act (FLSA), such overtime will be worked and paid in increments of 15 minutes. Compensatory time will be worked and paid in increments of 15 minutes.
- C. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour of duty or who work overtime on their day(s) off are entitled to a minimum of two (2) hours overtime pay.
- D. Employees covered by Title 5 can accrue and use compensatory time when requested by the employee and approved by the Employer.
- E. Records of overtime requested/worked will be maintained to assure fairness.

### **Section 4 -Telework**

Upon request by the eligible employee, the opportunity will be offered whenever it is feasible for the workplace. An agreement must be in place before beginning Telework.

## **ARTICLE 13--TRAINING AND CAREER DEVELOPMENT**

### **Section 1 - General Provisions**

The training and development of employees to perform their assigned duties and responsibilities is a matter of significant importance. The parties will encourage employees to plan and follow self-development when those plans have a relationship to assigned duties and responsibilities.

### **Section 2 - Job-Related Training**

The Employer will make training available as necessary for the performance of their assigned duties. The parties endorse the principle of employee participation in identifying job-related training during the training needs assessment.

### **Section 3-Training Requests**

The Employer will provide current information about in-house or offsite training. Employee training requests will be submitted to the supervisor. Employees seeking counseling and guidance regarding the training program should discuss the matter with their immediate supervisor and/or Regional Training Office staff. Training shall be offered without regard to an employee's membership in the bargaining unit or the Union. Training requests will be considered in a fair and equitable manner.

### **Section 4 - Reassignment**

The Employer agrees that when an employee is reassigned due to abolishment of position, sufficient training as determined by the Employer will be provided to the employee to enable him/her to perform the duties of the new position.

### **Section 5 - Developmental Training**

When an employee's request for self/professional developmental training is approved, the Employer will pay for such training in accordance with existing Reclamation guidance and policy. Failure to satisfactorily complete such training may result in the employee having to reimburse any costs incurred by the Employer.

### **Section 6 - SMARTT Program**

Students Motivated to Achieve Results Through Training (SMARTT) is a program for employees to seek a higher education related to the Bureau of Reclamation's mission. Employees may use this program to pursue higher education that is unrelated to their job but related to the Reclamation's mission. For example, a clerical employee may take engineering classes, or an administrative employee may take classes related to craft work such as electrical theory, welding, or pump and motor operation. Participation in the SMARTT Program is voluntary, is normally during off-duty hours, and does not obligate Reclamation to place an employee in their field of study.

## **Section 7 - Licenses and Fees**

The Employer may use appropriated funds or funds otherwise available to the Agency to pay expenses for employees to obtain professional certification; including expenses for professional accreditation, State imposed and professional licenses, and professional certification; and examinations to obtain such credentials. The Agency will incur the costs of certification, accreditation, license or annual renewals within budgetary limits.

## ARTICLE 14--CLASSIFICATION

### **Section 1 - General**

Position Descriptions must accurately include the major duties, responsibilities, and supervisory relationships of the position and be classified to the proper occupational title, series, pay plan and grade. Employees will be furnished a copy of their position description at the time of assignment and upon request. Employees are encouraged to provide written input to their supervisor regarding duties being performed.

### **Section 2 - Notice of Changes**

The Union will be provided the opportunity to review proposed changes in position descriptions and copies of updated position descriptions. Current position descriptions will be provided to the Union, upon request.

### **Section 3 - Desk Audits**

Request for desk audits will be considered in a timely manner.

### **Section 4 - Classification Appeals**

The Employer will provide employees and the Union with copies of procedures for filing classification appeals through the Employer or OPM channels upon request.

## **ARTICLE 15--CONTRACTING OUT**

### **Section 1 - General**

Briefings will be held as necessary with Union officials to provide information concerning any Interior/Reclamation decisions that may impact unit employees in implementing OMB Circular A-76. An inventory of A-76 related functions will be provided upon request.

The Employer will notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by unit employees. A Union representative may attend such a site visit.

### **Section 2 - Union Notification**

When the Employer determines that unit work will be contracted out, the Employer will notify the Union. Any work, new or old, will be considered for contracting in.

### **Section 3 - Employee Placement**

When employees are adversely affected by a decision to contract out, the Employer will make an effort to find available positions for employees. This effort may include, but is not limited to:

- Giving priority consideration for available positions within Reclamation,
- Freeze vacant positions for use in the case of RIF.
- Establishing an employment priority list and a placement program, and
- Paying reasonable costs for training that contribute to placement within LCDO.

## **ARTICLE 16--AWARDS AND RECOGNITION**

Recognition of employees through monetary and non-monetary awards reflects the Employer's efforts to promote continuous improvement in performance. The employee recognition program is an incentive program; that is, employee recognition is based on achievement and improvement. Achievements are linked to the Employer's commitment to providing high quality service to the public. The program is intended to motivate employees to strive for excellence.



## **ARTICLE 17--EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **Section 1 - Policy**

The Employer and the Union affirm their commitment to the policy of providing equal employment opportunity (EEO) to all employees, to establish Reclamation as a model Employer, and to prohibit discrimination on the bases of race, color, religion, sex, (including sexual harassment and pregnancy), age, national origin, or disability. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status, as well as, to the policy of prohibiting retaliation for opposing any practice made unlawful in accordance with laws and regulations related to discrimination.

### **Section 2 - Complaints**

- A. Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.
- B. Employees may contact the EEO office to pursue their complaint or they may contact the Union to file a grievance.
- C. Upon request, the Employer agrees to provide the Union current statistics concerning discrimination complaints filed by employees, by issues, bases, and status.

## ARTICLE 18--MERIT PROMOTION

### **Section 1 - Merit Promotion and Other Assignments**

- A. Merit promotions and assignments will be made in accordance with Federal laws, rules and regulations.
- B. The Employer will ensure that all qualified applicants have an equal opportunity for promotion in accordance with Article 18 (Equal Employment Opportunity) of this Agreement. Selections for positions will be made without discrimination, or for any non-merit reasons.
- C. The Employer and the Union agree that it is the responsibility of the selecting official to select the qualified individual whom he/she believes will best meet the requirements of the position to be filled. The Employer retains the right to fill vacancies by any available source.

### **Section 2 - Reconsideration of Rating**

Employees who believe they have incorrectly been rated ineligible may request that the Human Resources Office perform a redetermination of their eligibility. If, upon review, it is determined that the original rating was made in error, the employee will be afforded priority consideration for the next similar vacancy.

### **Section 3 - Details**

- A. At the employee's request, details of 30 calendar days or less will be documented by a memorandum signed by the supervisor. However, in order to obtain experience credit in the supervisor's record of employee, the employee is responsible for submitting an update for any periods of informal detail. A Personnel Action Request (PAR) will be submitted for details more than 30 calendar days.
- B. The detail procedure shall not be used solely to prevent others from gaining qualifying experience.

## **ARTICLE 19--REDUCTION IN FORCE**

Reduction-in-Force (RIF) will be conducted in accordance with Federal laws, regulations, and appropriate Employer instructions in effect at the time of the RIF. Employer shall give the Union 60 days notice of any RIF. RIF registers will be made available for review at the request of the Union. The role of the Union will be to facilitate employee understanding of the RIF process.

## **ARTICLE 20--SAFETY**

### **Section 1 - Common Interest**

- C. The Employer and the Union recognize that there is a common interest in safety on the job and agree to cooperate in the development and promotion of this common interest.
- D. The Employer will provide a safe and healthful place for all employees and comply with applicable regulations relating to safety and health of its employees. It is the responsibility of each employee to observe all safety and health regulations, policies, and programs; to work in a safe and healthful manner so as not to endanger themselves or others; and to comply with instructions issued to them by their supervisors. Employees shall promptly correct unsafe working conditions and acts within their control, and report these and all others to their supervisor or other proper authority.

### **Section 2 - Safety Committee**

The LCDO Safety Committee, including a union participant, will establish a schedule to inspect the LCDO area for safe working conditions. Inspections will be conducted on a regular basis. Whenever there is a safety inspection, the Union will be invited to participate.

### **Section 3 - Training**

Employees shall be given instructions and training as the Employer deems necessary regarding the hazards and safety precautions applicable to the type of work assigned and provided in accordance with the Employer's safety policies, rules and regulations.

### **Section 4 - Compilation of Data**

The Employer agrees to compile and maintain a record of all accidents and reported possible causes of potential accidents. The Employer agrees to provide this data to the Union, provided that the release is not prohibited by the Privacy Act or other appropriate regulations. Individual employees may authorize release of this data in accordance with these instructions.

### **Section 5 - Safety Meetings**

Supervisors will ensure that on-the-job safety meetings are conducted with their employees.

### **Section 6 - Fitness for Duty Examinations**

Fitness for duty medical examinations required for employees by the Employer shall be arranged for and paid for by the Employer. The Employer will designate the appropriate medical health professional to make such medical examinations and determine the type and applicability of the exam.

## **Section 7 - First Aid**

First aid kits shall be readily available to all employees. Such material will be kept in a sanitary and usable condition. When the Occupation Health Nurses (OHN) or Emergency Medical Technicians (EMT) are on duty, they may be available to provide first aid treatment to employees as necessary. In the event of a serious injury or illness on the job requiring prompt medical attention, the Employer may arrange for or provide transportation of the employee to the nearest medical facility at the Employer's expense.

## **Section 8 - Protective Equipment**

Consistent with existing laws and regulations, all necessary protective equipment will be made available by the Employer for use by employees in performance of their assigned duties; equipment will be replaced as needed; facilities will be provided to adequately clean this equipment, or the equipment will be sent out and professionally cleaned.

## ARTICLE 21--LEAVE

### **Section 1 - General**

All leave practices will be administered in accordance with governing rules and regulations. Employees should request leave in advance from their supervisor. Leave will be denied only for appropriate reasons.

### **Section 2 - Annual Leave**

- A. Management will render timely decisions on employees' leave requests. Employees must submit requests as far in advance as possible on form OPM-71 for three or more consecutive days. Unplanned leave will be requested as soon as possible.
- B. Employer recognizes the needs of employees to plan vacation and personal time off. The Employer will not cancel leave that has been approved without notifying the employee.
- C. Should conflicts arise in scheduling annual leave, they will be resolved using a fair and equitable procedure. Employer will allow the maximum number of employees to use leave in accordance with coverage requirements.
- D. At its discretion, Management may advance annual leave to an employee in an amount not to exceed the amount the employee would accrue within the remainder of the leave year.

### **Section 3 - Sick Leave**

- A. It is the responsibility of an employee who is incapacitated for duty to notify the immediate supervisor or designee (or to have any responsible person make the notification for the employee) at the work site as soon as possible.
- B. Acceptable medical evidence must include the nature of the injury/illness and a statement that the employee was incapacitated for work and date(s) of incapacitation in accordance with 5 CFR 339.104. This applies to sick leave of more than three days.
- C. Documents regarding employee absence for sick leave purposes are highly sensitive. The employer will ensure that they are maintained in a secure and confidential manner.
- D. When the employer has reasonable doubt that an employee is properly using sick leave, the employer may take one or more of the following actions:
  - 1. . Inquire further into the matter and ask for the employee to explain.
  - 2. Counsel the employee and warn of further consequences.
  - 3. Place the employee on leave restriction.
  - 4. Take corrective actions as necessary.

**Note:** Frequency or amount of leave used will not be the sole factor for determining sick leave abuse, nor will leave for which medical documentation has been provided. When leave restriction ends and the notice of restriction is removed, the employee will be notified of this action.

- E. At its discretion, the employer may advance sick leave to an employee for the same reasons it grants sick leave to an employee.

#### **Section 4 - Administrative Leave**

Administrative leave is an absence from duty administratively authorized without loss of pay and without charge to an employee's approved leave.

- A. Blood Drive - An employee donating blood at an officially authorized blood bank or in an emergency to individuals may be granted administrative leave with supervisory approval. The maximum time authorized under this section shall be limited to four hours on the day the blood is donated. Any use of administrative leave for this purpose must be supported by documentation from the blood bank. The leave will normally be at the end of the shift.
- B. Court Leave - Employees will be granted court leave when called as a juror, when called as a witness on behalf of the government, or when called as a witness when the United States, D.C., or a state or local government is a party to the judicial proceeding.
- C. Organ Donor - Upon request, subject to certification by a physician, management shall approve excused absence for employees who serve as living donors for bone marrow, organ, and tissue donation and transplantation. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time.

#### **Section 5 - Military Leave**

Military leave will be allowed as authorized by law. All absences for military leave will be supported by military orders.

#### **Section 6 - FFL & FMLA**

Employees must invoke their entitlement to FFLA/FMLA in accordance with the applicable laws and regulations.

#### **Section 7 - Bereavement**

Upon request, the employer may approve leave to make arrangements necessitated by the death of a family member or attend the funeral of a family member.

### **Section 8 - Leave Without Pay (LWOP)**

Employees must request the use of LWOP in accordance with applicable laws, rules, and regulations. Employees should be aware that LWOP affects their entitlement to or eligibility for certain federal benefits.

### **Section 9 - Religious Compensatory Time**

To the extent that modifications in work schedules do not interfere with the efficient accomplishment of an agency's mission, an employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative hours so that the employee can meet the religious obligation. The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay).



## **ARTICLE 22--WORKERS' COMPENSATION**

### **Section 1 - Notice of Injury (CA-1)**

Employees who are injured on the job will promptly report the injury to the supervisor and complete the CA-1, Notice of injury. The Employer will issue a CA-16 to authorize medical care at Government expense as appropriate. Employees who have been injured but who are only partially disabled will be required to perform light duty which meets the medical restrictions if light duty work is available.

### **Section 2 - On-the-Job Injuries**

Employees who have traumatic injuries on the job will be handled in accordance with applicable law and regulations.

### **Section 3 - Employee Claims**

The Employer agrees to administer and assist in the proper processing of employee claims to the Office of Worker's Compensation (OWCP), as expediently as possible. Injured employees will be provided a written explanation of their entitlements to continuation of pay (COP), associated leave usage, and workers compensation as associated with on-the-job injuries.

## **ARTICLE 23--USE OF OFFICIAL FACILITIES**

### **Section 1 - Local Union Office Space**

The Employer recognizes the importance and value of the Union's mission and purpose. Accordingly, the Employer agrees to furnish office space to the Union appropriate for carrying out its representational and partnership duties in locations easily accessible to employees and of size, furnishings, and decor commensurate with other administrative offices within the facility. The office will offer privacy for the Union and the employees.

### **Section 2 - Meeting Space**

The Employer will provide a furnished conference room for Union use.

### **Section 3 - Telephone**

The Employer will make internal telephones available to the Union for handling representational duties and conducting labor-management relations.

### **Section 4 - Equipment**

- A. The Employer will provide the Union with the following:
1. Fax machine, and related supplies;
  2. Personal computer, and related supplies with standard software, programs, and capabilities compatible with the Employer's technology;
  3. Laser printer, and related supplies;
  4. Access to e-mail; and the Internet.
- B. The Employer agrees to furnish the Union, access to photocopiers, maintenance, and other customary and routine services.

### **Section 5 - Bulletin Boards**

The Union will be provided bulletin boards in areas normally used for communication and education. The Union will post and remove items to and from the bulletin boards as necessary. The Union will assure that no defamatory items, unlawful information, or material that slanders any individuals, government agencies, or activities of the federal government will be posted.

### **Section 6 - Interoffice Mail System**

The Union and its representatives may use the interoffice mail system for regular representation communications (e.g., grievances, correspondence, or memos to the Employer).

## **Section 7 - Membership Drives**

The Employer agrees to provide, upon request and if available, adequate facilities for membership drives.

## **Section 8 - Copies of Agreement**

- A. The Employer will provide the Union, at no cost, 300 copies of this Agreement. The Agreement will be printed in-house, at a Union Print Shop, and include a Union "Bug" on the back after ratification and agency head review is completed.
- B. The Employer will provide the Union with additional copies of the Agreement, as needed and requested by the Union. The Employer will provide sufficient advance copies of this Agreement for ratification purposes. The Union will provide distribution of hard copy to bargaining unit employees. The Agreement will be made available on disk or other media compatible with the Employer's computer systems and Intranet.

## **Section 9 - Surveys and Questionnaires**

- A. Normally, the Employer will communicate directly with the Union regarding written surveys and questionnaires regarding working conditions. Bargaining will occur when appropriate.
- B. Participation in surveys will be voluntary unless the parties agree to require participation. Employees will be assured that their responses will be confidential, and their anonymity protected, unless the parties agree otherwise. The information gathered will not be used in any form of disciplinary or adverse actions.
- C. The results of surveys conducted by either party regarding working conditions will be shared with one another. If a third party conducts a survey and the results are distributed to the Employer, the results will be shared with the Union.

## **ARTICLE 24--PAYROLL ALLOTMENT FOR WITHHOLDING DUES**

Pursuant to this Agreement, the Employer and the Union agree to the inclusion of payroll deduction of Union membership dues. Employees covered by this Agreement may allot portions of their biweekly salary for remittance by the Employer of Union dues to the Union.

The Employer shall deduct Union dues from the pay of employees in the bargaining unit, subject to the following provisions:

- A. the Union agrees to procure SF-1187, "Request for Payroll Deductions For Labor Organization Dues" and furnish to eligible members desiring to authorize an allotment for withholding of dues from their pay; and
- B. the President or other authorized official of the Union will insert the amount to be withheld on the SF-1187, sign and date, and submit completed form to the Labor Relations Officer for processing. Allotments will be approved, processed and forwarded to the Payroll Center by the Employer within one full pay period after receipt of the SF-1187.

Once each year, as applicable to basic dues or as required by changes in cost of Union benefit programs, the Union may notify the Labor Relations Officer of changes in the amount to be deducted from the salaries of employees who have authorized Union salary allotments. The Employer will effect such changes for the first pay period following receipt of such notifications unless a later date is specified in the notifications. Temporary increases in dues allotments will be allowed after consultation with and concurrence by the Employer.

The Union will promptly notify the Labor Relations Officer in writing when any employee who has authorized payment of salary deductions ceases to be a member in good standing. The Employer will notify the Union when changes in an employee's pay occur due to promotion, demotion, transfer or within rate increase. The Employer will also notify the Union when the employment status makes him/her ineligible for further deductions. At that time the Employer will inform the employee of his/her ineligible status. Should the employee fail to act within 14 days of the date of the Employer's notification, the Employer may act to cancel the dues allotment.

The Employer agrees to provide the Employer's payroll office with the appropriate mailing address of the Union official authorized to receive the electronic funds transfer (EFT). The President of the Union will immediately notify the Employer in writing of any change in the name and/or address of the financial officer of the Union.

A member may voluntarily cancel an allotment for the payment of Union dues by filling out an SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues" and submitting it directly to the Labor Relations Officer. Cancellation notices may also be submitted through the Union if the employee so desires. Employees may not revoke their elections for dues deduction earlier than 12 months following the date the deduction began, and annually thereafter on the anniversary month, except when they become ineligible or transfer out of the bargaining unit.

The Union shall be promptly provided appropriate notification of the cancellation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

## **ARTICLE 25--JOINT LABOR-MANAGEMENT TRAINING**

### **Section 1 - Joint Master Agreement Training**

The parties will jointly provide Master Agreement training. The cost of the Master Agreement joint training will be paid by the Employer.

### **Section 2 - Third-Party Sponsored Training**

Third-party sponsored training will be approved as official time when the Employer is provided a current agenda. (See Article **11**; Section 4)

## **ARTICLE 26--UNIFORMS**

Uniforms required for employees will be authorized and provided in accordance with the CFR, Bureau D&S, Manuals and the Reclamation Visual Identity Program.

## **ARTICLE 27--DURATION OF AGREEMENT**

### **Section 1 - Effective Date**

This Agreement will be implemented and become effective when it has been approved, ratified, and signed by the parties, including review pursuant to 7114(c) of 5 USC Chapter 71.

### **Section 2 - Duration of Agreement**

This Agreement shall remain in full force and effect for a period of five (5) years after its effective date. It shall be automatically renewed for one (1) year periods unless either party gives the other party notice of its intention to renegotiate this Agreement no less than 60 days or more than 120 days prior to its termination date. Negotiations shall begin no later than 30 days after these conditions have been met. If renegotiation of an agreement is in progress but not completed upon the termination date of this Agreement, this Agreement will be automatically extended until a new agreement is executed.

### **Section 3 - Requests for Renegotiation**

Negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the parties. If mutual consent is reached, such notice to renegotiate must be accompanied by the revised proposals for the article(s) the party wishes to renegotiate. The parties will meet for negotiating the amendments or modifications within 30 days of receipt of the proposals from the moving party.

### **Section 4 - Amendments and Modifications**

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of this Agreement.

This Agreement supersedes all previous Agreements, MOUs, and past practices in conflict with this Agreement.

Agreement between AFGE Local 1978 and U.S. Department of the Interior, Lower Colorado Region: Effective October 7, 2013.