

# AGREEMENT BETWEEN

**AFGE**

PROUD TO MAKE AMERICA WORK  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES - ALL 510



**Local  
376**



**Phoenix Area  
Office**

**DEPARTMENT OF INTERIOR  
BUREAU OF RECLAMATION**

**AND**

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES  
LOCAL 376**

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## **PREAMBLE**

This Agreement is entered into by and between the United States Department of Interior Phoenix Area Office (PXAO), Bureau of Reclamation (BOR), Lower Colorado Region, Phoenix, Arizona (hereinafter referred to as PXAO, BOR or the Employer), and American Federation of Government Employees, AFL-CIO Local 376 (hereinafter referred to as the Union or AFGE), and collectively known as the parties for the employees in the unit, hereinafter referred to as the Employees. The Department of the Interior is identified as Interior.

The parties mutually recognize that the Congress of the United States has expressed public policy concerning labor relations in the Federal Government as follows:

"...the right of employees to organize, bargain collectively and participate through their labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of the public business, and facilitates and encourages the amicable settlement of disputes between employees and their highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government."

Therefore, labor organizations and collective bargaining in the civil service are in the public interest. (5 U.S.C. 71).

The parties to this Agreement recognize that they have a mutual interest in the effective accomplishment of the assigned responsibilities of the PXAO, and that their mutual interest will be furthered by the establishment and maintenance of this Agreement. It is recognized, therefore, that the participation of the employees through their Union in the implementation of personnel policies and procedures which so vitally affect them will contribute substantially to advancing the mission of the PXAO and its services to the public.

Pursuant to this policy, the parties have agreed upon the various articles hereinafter set forth. This Agreement constitutes a Collective Bargaining Agreement between the Department of Interior, Phoenix Area Office Bureau of Reclamation, Lower Colorado Region, Phoenix, Arizona and the American Federation of Government Employees.

## RECOGNITION AND COVERAGE OF THIS AGREEMENT

The American Federation of Government Employees, AFL-CIO, Local 376 is recognized as the exclusive representative of nonprofessional employees pursuant to the Certificate of Representative, dated April 19, 1976, Case No. 72-5349 and the Amendment of Certification, approved by the Federal Labor Relations Authority January 18, 2000.

The Employer recognizes that the Union is the exclusive representative of all employees in the unit as defined below:

Included: All nonprofessional GS and WG employees employed by the PXAO.

Excluded: Professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, Management Officials, and supervisors as described in 5 U.S.C. 71.

This is the complete Agreement between the parties. This Agreement replaces and supersedes all written agreements and memorandums of understanding between the parties which were executed prior to this Agreement.

## **ARTICLE 1 LABOR-MANAGEMENT COMMITTEE**

### **Section 1 - GENERAL**

The parties agree to continue a relationship to progress beyond traditional labor-management roles. This relationship involves the open sharing of information at the earliest pre-decisional stage, thereby engendering mutual trust and respect to better serve the mission of the Agency. The involvement of the Union in these processes is designed to have all participants consider the welfare of bargaining unit employees before a decision is made. We anticipate that this joint involvement before the fact rather than the traditional bargaining after the fact, will result in mutual support for any decisions; will improve PXAO's effectiveness and efficiency in serving the needs of the American public; and will ensure a working environment that respects and values employees. Therefore we will establish a Labor-Management Committee. The Committee will be composed of two members appointed by the Union and two members appointed by Management.

### **Section 2 - TERMINATION**

Either party may terminate their participation on the Labor-Management Committee after good faith discussions are held to attempt resolution of their concerns. Unilateral termination will be initiated by a memorandum to the other party with the reasons for termination. Such termination will not be a basis for initiation of either a grievance or unfair labor practice charge.

### **Section 3 - JOINT TRAINING**

Joint training will be provided periodically for managers, supervisors, and Union representatives concerning their mutual and individual responsibilities, rights and privileges on basic labor-management relations, on methods for more effective interaction between the parties, and on the partnering process.

**ARTICLE 2**  
**FEDERAL LAWS AND GOVERNMENT REGULATIONS**

**Section 1 - EXISTING OR FUTURE LAWS**

In the administration of all matters covered by this Agreement, the parties are governed by existing or future laws. In the administration of this Agreement, should any conflict arise between the terms of this Agreement and any law, provisions of such law shall supersede conflicting provisions of this Agreement.

**Section 2 - GOVERNMENT-WIDE RULE OR REGULATION**

In the administration of all matters covered by this Agreement, the parties are governed by existing (as of the effective date of this contract) Government-wide rules or regulations. Should any conflict arise between specific articles within this Agreement and new Government-wide rules or regulations, the terms of this Agreement will govern.

**Section 3 - PXAO POLICY**

In any conflict between the terms of this Agreement and any provision of Policy Letters, Manuals, etc., regardless of date of issuance, the terms of this Agreement will govern.

**ARTICLE 3  
DURATION OF AGREEMENT**

**Section 1 - EFFECTIVE DATE**

The effective date of this Agreement shall be the date approved by the Office of the Secretary of the Interior. The Agreement shall remain in effect for three years. If either party subsequently desires to renegotiate this Agreement, they must furnish written notification to the other party not more than 90 or less than 60 calendar days prior to the expiration date of this Agreement. If neither party issues such written notification, this Agreement shall be renewed annually thereafter.

**Section 2 - REQUESTS FOR RENEGOTIATION**

As required by Section 1, requests to renegotiate shall be in writing and must be accompanied by a summary of the proposed changes to this Agreement. Both parties shall submit their written proposals no later than 30 calendar days prior to negotiations. Representatives of the PXAO and the Union will meet to negotiate the proposed changes in accordance with Article 8 of this Agreement.

Negotiations during the term of this Agreement to add to, amend or modify this Agreement may be conducted only by mutual consent of the parties.

If any term or provision of this Agreement is found to be in conflict with any Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate the term or provision.

**Section 3 - EFFECT OF PREVIOUS AGREEMENTS**

This Agreement will supersede all previous Agreements and Past Practices that are in conflict with this Agreement. Management will not change working conditions except in accordance with 5 U.S.C. Chapter 71.

**ARTICLE 4  
MANAGEMENT RIGHTS**

Nothing in this contract shall affect the authority of any PXAO officials:  
To determine the mission, budget, organization, number of employees and internal security practices of the PXAO and in accordance with applicable laws:

- (a) To hire, assign, direct, lay off and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- (b) To assign work, to make determination with respect to contracting out and to determine the personnel by which PXAO operations shall be conducted;
- (c) With respect to filling positions, to make selections for appointment from: (i) Among properly ranked and certified candidates for promotion; or (ii) Any other appropriate source; and
- (d) To take whatever action may be appropriate and necessary to carry out the mission of the Agency during emergencies.

## ARTICLE 5

### EMPLOYEE RIGHTS

#### Section 1 - RIGHT TO JOIN AND PARTICIPATE

The Employer and the Union recognize that each employee shall have the right to form, join, or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Such rights include the right to:

(a) Representation: To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

(b) Collective Bargaining: To engage in collective bargaining with respect to conditions of employment through the representatives chosen by employees under the statute.

If the employee wishes to discuss a labor problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union steward on duty time. The employee will be released from duties to contact and meet with the Union steward when he/she requests to exercise this right, unless there is a pressing operational exigency.

(a) All employees will be treated fairly and equitably in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

#### Section 2 - PERSONAL RIGHTS

(b) The parties agree that in the interest of maintaining a congenial work environment, both the supervisors and employees will deal with each other in a professional manner and with courtesy, dignity, and respect.

(c) Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulations, or evidences mismanagement, a waste of funds, and abuse of authority, or a danger to health or safety.

(d) Management agrees to annually inform all employees of their rights under U.S.C. 7114 (a)(2)(B) by posting on the official Management bulletin boards. During his/her initial orientation, each employee will be provided with a copy of Weingarten rights in the orientation package (see Appendix A).

(e) Employees new to the PXAO who are placed in a bargaining unit position will be notified by Management at the time of their entrance on duty that the Union is their exclusive representative

and shall be provided with a copy of this Agreement with an attachment showing the name and telephone number for the Union contact person.

(f) An employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with prevailing regulations. An employee may withdraw their resignation prior to the effective date, as long as the position still exists, is uncommitted or unencumbered.

### **Section 3 - PRIVATE COUNSELING**

Any discussions (other than workload discussions done within the group setting) held between a supervisor and an individual employee concerning counseling, evaluations, or disciplinary actions will be conducted so as to ensure the privacy of the employee. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent possible.

### **Section 4 - WORK STATIONS**

Management agrees to continue to provide existing workstations. The allocation of space and furnishings for the workstation, such as file cabinets, desks, bookcases, etc., shall be adequate to maintain an efficient work environment and for performance of assigned duties.

(a) Provision for Disabled Employees - The Employer agrees to provide reasonable accommodations for disabled employees in accordance with applicable laws and regulations.

(b) Decorations - Employees may decorate their work areas with plants, prints, photographs, awards, posters, and artistic or symbolic representations appropriate to the work environment. Employees have a responsibility not to deface Government property or impair its function.

(c) Furniture - When new furniture is installed, the furniture will contain lockable, secure space for the storage of personal belongings.

### **Section 5 - OFFICIAL PERSONNEL FOLDERS AND SUPERVISORY EMPLOYEE FILE**

No personnel record, including electronic records may be collected, maintained, or retained except in accordance with law, government-wide regulations, and this Agreement. All personnel records are confidential, shall be viewed or disseminated by officials/employees only with a legitimate administrative need to know, and must be retained in a secure location. Employees will be notified of the location of their Official Personnel Folder (OPF). If the employee requests to review their OPF, Management will initiate prompt action to obtain the records from their location.

Upon request, an employee may see such records and have a copy made of them. Employees and/or their authorized representatives (designated orally or in writing by the employee) shall have the right and be granted a reasonable amount of time to examine any of their personnel records on duty time. The employee shall have the right to prepare and enter on the record, while on duty status, a response to material placed in supervisor maintained files.

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 Management Official

who wrote them. These notes must be maintained in a secure location. Personal notes shown or circulated to anyone must be maintained in accordance with this section. These personal notes or memory joggers will not be used to circumvent timely disclosure to an employee, nor may they be used to retain information that should properly be contained in a system of records such as the personnel file. The personal notes will be kept or destroyed as the manager who wrote them sees fit. If any of these conditions are broken, these personal notes are no longer mere extensions of the supervisor's memory and become records subject to the Privacy Act. Memory joggers will only be maintained and under the control of the Management Official who created it. After 12 months, information contained in a memory jogger must be placed into a system of records or it cannot be used in an administrative action taken against an employee.

#### **Section 6 - RIGHT TO UNION REPRESENTATION**

A representative of the Union shall be given an opportunity to be present at an examination, discussion, or interview involving an employee who reasonably believes that the event may result in a disciplinary action against him/her, and the employee requests such representation. (Weingarten Rights, Appendix A).

In conducting investigations regarding a non-criminal matter that may result in an adverse action, the parties are reminded that the Privacy Act requires that, to the extent practicable, investigatory information should be initially collected directly from the subject employee.

#### **Section 7 - CONTRIBUTIONS/GIFTS**

The parties agree that employee participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns and other federally-sanctioned projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. Management will not require or coerce employees to invest their money, donate to charity or participate in these activities. Participation or nonparticipation will not advantage or disadvantage employees.

#### **Section 8 - OUTSIDE EMPLOYMENT**

Employees are advised that regulations require that some outside employment requests must be submitted in writing to Management for approval in advance. The PXAO agrees to continue its policy of fair and equitable application of appropriate regulations in this area. Normally Management will approve or disapprove any request within 30 calendar days of the receipt of the request. Management agrees to include a statement of its reason for disapproving any such request. If Management denies the outside employment request, the employee cannot work in the outside job. If an employee wishes to dispute Management's disapproval of the outside employment, the employee may file a grievance. Such a grievance must be filed within seven (7) calendar days of the Management's initial disapproval or later rejection of the outside employment.

#### **Section 9 - EMPLOYEE PAYROLL**

Management will make every effort to ensure that employees receive their full compensation due on or before the established payday based on time and attendance transmission. Employees who do not receive timely pay, W-2, or leave and earnings statement may notify their supervisor who will assist them under current established procedures. When a bargaining unit employee's salary is not received on the established payday, the Agency will, at the employee's request, authorize an emergency payment under current established procedures, if allowable.

**Section 10 - MERIT PRINCIPLES**

Personnel management in the PXAO 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.

**Section 11 - EMPLOYEE PARKING**

The PXAO, within its authority, will continue to provide secure, free, adequate, convenient parking. When changes in current parking arrangements are proposed, Management will notify the Union and fulfill any obligation to bargain.

**Section 12 - RIGHT TO COMMUNICATE WITH MANAGEMENT**

An employee has the right to communicate with the appropriate member of the following offices concerning individual personnel matters:

- (a) The servicing human resources office;
- (b) The servicing EEO Office or the EEO Officer;
- (c) A supervisor or Management Official of a higher rank than the employee's immediate supervisor.

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

### **Section 1 - EXCLUSIVE REPRESENTATIVE**

The PXAO recognizes that the Union is the exclusive representative of all employees of the bargaining unit and is entitled to act for and negotiate agreements with the Employer covering those employees. Under 5 U.S.C. and this Agreement, the Union has the right to be represented at:

(a) 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 or any personnel policy or practices or other general conditions of employment; or

(b) any examination of an employee in the Unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

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 U.S.C. 71 and this Agreement. The Agency shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. 71 and this Agreement.

Consistent with 5 U.S.C. 71, PXAO will not communicate directly with employees regarding conditions of employment in a manner which will improperly bypass the Union under law.

### **Section 2 - NOTICE OF SURVEYS**

Management will provide the Union within 15-calendar days advance written notice of personnel surveys concerning conditions of employment that involve bargaining unit employees when such surveys are initiated by PXAO. The PXAO will provide the Union with an advance written copy of survey results within 5 days of collection and compilation of the data. This section is not intended to terminate any Union involvement in such surveys in accordance with 5 U.S.C. 71.

### **Section 3 - NEW HIRES**

The PXAO shall notify the Union of new bargaining unit hires prior to their entrance on duty. On the first day of work of a new bargaining unit employee, the Union will be afforded the opportunity to be present when Management conducts its orientation regarding the conditions of employment. The Union will be given the opportunity to state it is the exclusive representative of the employees; to inform the employees of their right to join or refrain from joining the Union without fear of penalty or reprisal; and to hand out materials on the role of the Union including identifying Union representatives.

### **Section 4 - IMPACT AND IMPLEMENTATION BARGAINING**

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

**Section 5 - STEWARD LIST**

The Union shall provide the PXAO in writing and shall maintain on a current basis, a current list of all authorized stewards.

## **ARTICLE 7 USE OF OFFICIAL TIME**

### **Section 1 - PURPOSE**

The parties agree that Union officials, when not engaged in authorized labor-management activities, are expected to accomplish the duties of the position to which they have been assigned. Management recognizes that in the furtherance of good labor-management relations as provided for in the Civil Service Reform Act of 1978, Union officials have the responsibility of carrying out representational duties.

### **Section 2 - AUTHORIZED USES OF OFFICIAL TIME**

Official time for representational functions performed by the designated Union steward will be authorized for the following:

- (a) Employee complaints and grievances.
- (b) Labor-management meetings with the Employer.
- (c) Representation at arbitrations and statutory appeal hearings.
- (d) Representation at adjustment of disciplinary or adverse actions or grievances that affect bargaining unit employees.
- (e) Review of and response to memoranda, letters, and requests from the Employer to the Union, as well as proposed new instructions, manuals, notices, etc., which affect personnel policies, practices or working conditions.
- (f) To attend hearings or meetings in the capacity of an observer where bargaining unit employees have elected to pursue a grievance without Union representation.
- (g) To correspond and/or meet with elected representatives on matters concerning working conditions of employees.
- (h) To perform those functions stated elsewhere in this Agreement for which official time has been expressly provided.
- (i) To have a brief discussion with a bargaining unit employee on a Management-initiated change in their working conditions. The Union representative will secure the approval of the immediate supervisor prior to contacting an employee of the unit. Approval will be granted unless there is a pressing operational exigency.
- (j) Prepare and maintain records and reports required of the Union by Department of Labor and Internal Revenue Service.
- (k) To present the views of the Union to the Congress.

The use of official time under this contract will only be approved for the designated steward performing representational activities exclusively for current PXAO employees covered by this contract.

Any official time granted under this contract must represent time the PXAO employee otherwise would have been in an official duty status. No overtime or compensatory time may be claimed. Any designated Union steward who has been approved to participate in flexiplace may request official time subject to approval by Management.

### **Section 3 - REQUESTING OFFICIAL TIME**

(a) Upon request, and with approval by the immediate supervisor, or a higher level supervisor or the Administrative Officer, the designated Union steward may use official time to conduct representational activities delineated above in Section 2.

(b) When requesting official time, the designated Union steward will inform his/her supervisor as to the purpose for the use of the time. The request will take the form of an e-mail (or may be made orally) and it will include the nature of the duties to be performed, the location, and the estimated amount of time to be used.

(c) If the request is approved, the designated Union steward, upon completion of the authorized activity and at the time of his or her return to assigned duties; will advise his or her supervisor as to total amount of time used. Should an occasion arise when a request must be denied due to operational needs, the supervisor will cite the reason in writing and an alternate time will be provided. Supervisors will take into consideration the time constraints the Union steward may be operating under.

(d) The designated Union steward shall not be required to identify a possible grievant at the initial stage of the negotiated grievance procedure until such time as the grievance is officially filed. The designated Union representative shall also obtain approval from the employee's supervisor for any meeting during the employee's duty time if their absence from the work site will exceed 15 minutes.

(e) The designated Union stewards are responsible for providing an accurate accounting of their official time to their supervisor on their biweekly timesheet.

### **Section 4 - EXCESSIVE TIME**

It is agreed that supervisors and Union stewards will exert cooperative efforts to bring about a prompt, equitable and expeditious settlement of grievances and complaints which arise. The Union, in turn, agrees that its designated Union stewards will guard against the use of excessive time in handling representational duties under this Article.

### **Section 5 - INTERNAL UNION ACTIVITIES**

Official time shall not be used nor granted to any employee for: discussion of any matters connected with the internal Management or operations of the Union; the collection of dues, assessments, or any other funds; the solicitation of memberships; campaigning for elective office

in the Union. Organizing, membership recruitment, membership meetings, or Union banking activities are some examples of internal Union activities that must be performed while the employee is in a non-duty status.

**Section 6 - ABSENCES FOR UNION-INITIATED TRAINING**

The parties agree that official time will be granted consistent with the statute and other applicable laws and regulations and subject to operational needs to Union stewards and Union officers incident to their receiving information, briefings and orientation by the Union, Government agencies, and educational institutions relating to matters within the Civil Service Reform Act. Such training must be an advantage to the PXAO, as well as the Union. For this purpose, a total of 150 hours will be set aside each calendar year for use only in that calendar year. Official time granted under these circumstances shall not exceed 8 hours each day, nor will any time be granted if the Union stewards or officers would not otherwise be in a pay status. Requests for such absences must be endorsed by the President of the Union and will be submitted by the elected or designated Official through their immediate supervisor before training is approved by the Area Manager or his/her designee. Requests for such absences must provide information on the purpose and agenda of the training. The Employer reserves the right to disallow training if internal Union matters are part of the curriculum.

All costs incurred under this section will be borne by the Union.

**Section 7 - SITE VISITS**

The PXAO agrees that to enable the Union to meet and discharge its obligations and responsibilities under this Agreement, authorized national Union representatives shall be permitted to visit the PXAO and its field offices during working hours, provided they first notify the Area Manager or his/her designee, prior to entering the facility. Visits in areas designated as security areas must be in accordance with security regulations. Such representatives shall not interfere with the work of PXAO employees during duty hours.

**Section 8 - UNION STEWARDS**

The PXAO will recognize a bargaining unit employee designated in writing by the president of the Union as the steward to act as an employee representative on appeals, grievances, or other matters concerning general working conditions in the bargaining unit. Unless provided for elsewhere in this Agreement, only this designee will be allowed to use official time under the terms of this Agreement. The president of the Union may designate himself/herself as this steward with access to official time, if otherwise in an official duty status. One steward will be allowed for every 50 bargaining unit employees. The Union will furnish this designation to Management on an annual basis or when a change occurs.

## **ARTICLE 8 NEGOTIATIONS**

### **Section 1 - CHANGES EFFECTING WORKING CONDITIONS**

The parties recognize that from time-to-time during the life of the Agreement the need will arise for change to existing PXAO policies covering personnel issues, practices, and/or working conditions not covered by this Agreement. Such matters include but are not limited to, health and safety, training, labor-management cooperation, employee services, appeals, promotion plans, details, pay practices, reduction-in-force practices, hours of work, and matters effecting working conditions of employees in the bargaining unit.

### **Section 2 - BARGAINING PROCEDURES**

As applicable, mid-term bargaining shall be conducted in accordance with the following procedures and time frames:

(a) PXAO Management shall serve its written notice of a proposed change upon the President of the Union. Within seven calendar days after being served with the notice of a proposed change, the Local President or his/her designee may submit a demand to bargain along with their proposals related to the impact and implementation of the change. Failure to submit a demand to bargain within this time frame will indicate that the Union has no objection to the proposed change or its impact and implementation.

(b) If, following any informal discussions, the local parties are unable to reach agreement on the proposed change, they shall commence negotiations on a mutually agreeable date. Absent mutual agreement on a date for bargaining, negotiations shall commence not later than the seventh calendar day following the date the Union's request for negotiation was first received by Management.

(c) The local parties shall inform each other of their bargaining team members at least two calendar days before the start of any negotiations. Union bargaining team members equal in number to those on Management's bargaining team, but not less than two, will be granted official time for all time spent in bargaining including impasse proceedings, provided those members are authorized by the Union to enter into a binding agreement.

### **Section 3 - SERVICE OF NOTICE AND DEMANDS**

Service of all notices, requests, demands or documents provided for under this Article shall be accomplished by personal delivery or e-mail. Applicable time limits shall begin to run from the date of receipt of the document that triggers the particular time limit.

### **Section 4 - GOOD FAITH**

The duties of the parties to negotiate in good faith under this Article shall include the obligation:

- (a) To approach the negotiations with sincere resolve to reach agreement;

(b) To be represented by duly authorized representatives prepared to discuss and negotiate on the subjects authorized by this Article; and

(c) To meet at reasonable times as frequently as may be necessary, and to avoid unnecessary delays.

**Section 5 - POST IMPLEMENTATION BARGAINING**

The parties agree that effective management of the PXAO and its resources is a mutual concern. The parties also agree that on certain infrequent occasions there is a need for expedited implementation of new policies or practices affecting conditions of employment. The provisions of this Article apply to such situations. It is understood, however, that nothing in this Article precludes the PXAO and the Union from engaging in post implementation bargaining if mutually agreeable.

**Section 6 - BARGAINING IMPASSES**

During negotiations, when it has been determined that an impasse has been reached, the item will be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any existing impasse item.

**Section 7 - MEDIATION**

If such consideration does not result in the resolution of the impasse, the assistance of the Federal Mediation and Conciliation Service may be requested by either party.

**Section 8 - REFERRAL TO THE IMPASSES PANEL**

Any impasse which remains unresolved following mediation may be submitted to the Federal Service Impasses Panel (FSIP). Referral to the FSIP will be in accordance with the rules established by the FSIP.

**ARTICLE 9  
UNION FACILITIES AND SERVICES**

**Section 1 - MEETING SPACE**

Upon request, the PXAO agrees to allow the use of PXAO space, when practicable, during non duty hours for Union meetings. These requests should be made to the Administrative Officer or his/her designee.

**Section 2 - EQUIPMENT AND SUPPLIES**

The PXAO agrees that the Union is allowed usage of the following equipment when conducting representational duties. The Union's use of PXAO equipment for internal Union matters or business is strictly prohibited.

- (a) Access to a telephone line (existing telephone at employee's work site satisfies this access).
- (b) Access to a computer including internet usage (existing computer at employee's work site satisfies this access).
- (c) Use of a copier and fax machine designated by Management.
- (d) Use of a bulletin board for posting of notices and literature of the Union. Material on this bulletin board shall not reflect negatively on the integrity or motives of the Employer, any individuals, other labor organizations, government agencies, or activities of the Federal Government.
- (e) Confidential meeting space, if available, in areas occupied by the Employer, to conduct confidential discussions with employees covered by this Agreement.

**Section 3 - DISTRIBUTION OF AGREEMENT**

The PXAO shall furnish copies of this Agreement to all bargaining unit employees. An electronic copy of this Agreement may be posted on the PXAO intranet. In addition, 20 copies of the Agreement will be furnished to the Union President for his/her use. The cost of printing this Agreement shall be borne by the PXAO.

**Section 4 - EMPLOYEE LISTING**

The PXAO agrees to furnish quarterly to the Union a list of employees covered by this Agreement, when requested. The listing will include the name, position title, pay plan, occupational code, grade level, and organizational code.

**Section 5 - ACCESS TO RECLAMATION POLICIES**

The PXAO shall provide the Union President or his/her designee with access via the intranet to Reclamation Policies and other related official publications of a non-confidential nature that the Union might need to carry out its representational functions. Access to the intranet is limited to Reclamation employees only.

**Section 6 - LISTING IN TELEPHONE DIRECTORY**

The Union's name, mail code, and extension shall be listed in the PXAO telephone directory.

**Section 7 - USE OF AGENCY MAIL**

The Union will be allowed use of Agency mail to conduct representational duties for official business with Reclamation employees. Agency mail will not be used for internal Union business.

## **ARTICLE 10 GRIEVANCE PROCEDURES**

### **Section 1 - PURPOSE**

The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. This is the exclusive negotiated grievance procedure available to the Union and employees for resolving grievances that come within its coverage except as provided within this Agreement. The PXAO and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employees and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

### **Section 2 - DEFINITION**

A grievance is defined as any complaint by an employee or the Union concerning conditions of employment or alleged violations of this Agreement, laws, rules, or regulations.

### **Section 3 - EXCLUSIONS**

This negotiated grievance procedure does not apply to any of the following matters:

- (a) any claimed violation relating to political activities prohibited under 5 U.S.C. 7321;
- (b) retirement, life insurance, or health insurance;
- (c) a suspension or removal for National Security reasons (See 5 U.S.C. 7532);
- (d) any examination, certification, appointment, or license necessary to perform work relating to employment;
- (e) the classification of a position which does not result in the reduction in grade or pay of an employee;
- (f) the removal of a probationary employee during his or her probationary or trial period;
- (g) the termination of a temporary appointment or the expiration of a term appointment or temporary promotion; and
- (h) notices of proposed disciplinary/adverse actions, furloughs, or removals.

Nothing in this section shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board (MSPB) or processing any prohibited personnel practice defined in law through statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this Agreement (see Article 19 Discipline and Adverse Actions for definition of adverse action).

#### **Section 4 - REPRESENTATION**

(a) A bargaining unit employee filing a grievance under this procedure, may self-represent or be represented by the Union.

(b) When an employee is self-represented, the Union has the right to be present during the grievance proceedings.

(c) If an employee is self-represented, a copy of the grievance will be provided to the Union within five (5) calendar days of the filing date. A copy of the grievance decision at each step of the grievance will be provided to the Union.

(d) Where the grievant elects Union representation, Management shall have no communications with the employee about the grievance. All such communications shall be made through the designated Union representative.

#### **Section 5 - TIME LIMIT**

(a) An employee or the Union may present a grievance concerning a continuing condition or practice at any time, but a grievance concerning a specific incident must be presented within 15-calendar days of the occurrence of the incident, or of the date the employee or the Union becomes aware of it. All the time limits in this Article may be extended by mutual consent.

(b) Prior to processing a grievance under the formal procedure, the employee and/or the Union may voluntarily request the Alternative Dispute Resolution process.

#### **Section 6 - ALTERNATIVE DISPUTE RESOLUTION**

The PXAO and the Union agree to an informal grievance process, called Alternative Dispute Resolution (ADR). This voluntary process may be utilized as an informal step outside of the negotiated grievance procedures and it attempts to resolve disputes informally.

It is understood that the parties, by mutual agreement, will be allowed to enter into facilitation/mediation to resolve disputes arising (a) between bargaining unit employees and Management; (b) between Management and the Union. Prior to entering into facilitation/mediation, a Management and Union official will discuss the merits of whether the parties will utilize ADR. The PXAO Management and the Union will mutually select the Facilitator/Mediator. The parties agree to: 1) use Federal Mediation and Conciliation Services (FMCS) trained personnel; or 2) an individual/contractor that provides mediation service; or 3) use a trained Bureau employee. If there are any associated costs, they will be the responsibility of PXAO.

(a) Every effort will be made to start the process within 15 calendar days from the date the parties agree to use it.

(b) If ADR is utilized, time limits of the negotiated grievance procedures will be automatically extended.

(c) A Union representative will be present at all meetings when working conditions and/or terms of employment affecting the bargaining unit are to be discussed or mediated with the employee.

(d) It is understood that neither party, including employees, may use attorneys during the facilitation/mediation process.

(e) Either party may elect to discontinue this process at any time.

### **Section 7 - AGREEMENTS**

If the parties involved reach resolution, the Agreement/Settlement will be written and signed by Management, the Union, and the employee. Further, all participating parties are bound by the terms of the Agreement/Settlement.

(a) If no Agreement/Settlement is reached, the employee or the Union may seek formal redress as provided in the grievance procedure.

(b) Should an allegation arise that Management has not implemented or complied with the Agreement, the employee may file a grievance based on the original incident, including any violation of the settlement agreement itself, using the negotiated grievance procedures.

(c) Agreement/Settlements by the parties will be specific to the employee issue/concern that has been resolved. Agreements/Settlements will not be considered precedential or controlling pertaining to future situations concerning similar matters.

### **Section 8 - GRIEVABILITY**

If Management declares a grievance nongrievable, the original grievance will be amended to include this issue. Management agrees to raise any question of grievability in the written response at the third step.

### **Section 9 - SCHEDULING GRIEVANCE MEETINGS**

The parties agree to schedule all steps in the grievance process during mutually agreed upon duty hours.

### **Section 10 - OPTIONS**

(a) In accordance with 5 U.S.C. 7121, an employee at his/her option may raise matters covered under Section 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event 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 his/her option at such time as he/she timely files a grievance in writing.

(c) Before filing a grievance that alleges discrimination, the employee may first discuss the allegation with an EEO counselor. This discussion must be within 45 calendar days after the event causing the allegation or after the date the employee became aware of the event.

### **Section 11 - PROCEDURES**

**Step 1:** The written grievance will provide information concerning the nature of the grievance, the article(s) and section(s) of the Agreement alleged to have been violated and the remedy sought, and submitted to the employee's immediate supervisor (Step 1 Official). Within seven (7) calendar days after receipt of the grievance, the Step 1 official must hold a meeting or, if one is not requested, issue a decision in writing. Every effort shall be made to insure that the decision is clearly communicated and understood. Included with such decision shall be a written statement indicating the grievant's right to proceed to the next step of the grievance procedure.

**Step 2:** The grievance may be advanced to the Step 2 Management Official (next higher level supervisor) within seven (7) calendar days after receipt of the Step 1 decision, if the requested remedy is not granted. Within seven (7) calendar days after receipt of the grievance, the Step 2 Official must hold a meeting or, if one is not requested, the Step 2 Official will issue a decision in writing containing the reasons for the decision.

**Step 3:** If requested remedy is not granted in Step 2, the grievant or the Union representative may, within seven (7) calendar days after receipt of the written decision from the Step 2 Official, advance the grievance to the PXAO Manager in writing. Within seven (7) calendar days after receipt of the grievance, the Step 3 Official must hold a meeting or, if one is not requested, the Step 3 Official will issue a decision in writing containing the reasons for the decision.

### **Section 12 - SPECIAL PROCEDURES**

(a) If the employee is grieving an action by the Area Manager, and the Area Manager is his/her first level supervisor, the employee may request to use the ADR process. In this limited situation, the employee request shall be mandatory.

(b) If the employee is grieving an action beyond the control of the immediate supervisor or the control of the intermediate level of supervision (if applicable) the grievance may be submitted directly to the PXAO Area Manager. Grievances falling under this provision must be received by the PXAO Area Manager no later than ten (10) calendar days after the event which gave rise to the grievance. Grievances presented under this provision must be presented in writing and must contain sufficient information to allow the PXAO Area Manager to understand the complaint including the remedial action requested. A meeting of the parties may be requested.

### **Section 13 - FAILURE TO MEET REQUIREMENTS**

In employee grievances, failure on the part of Management to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.

If the grievant after receiving a decision fails to timely pursue the grievance, the grievance shall be terminated. If a decision is not issued, the grievance will advance to the next step.

The Union, acting as the responsible representative of all employees in the bargaining unit, may, at any step of this procedure, withdraw on a nondiscriminatory basis from the grievance.

**Section 14 - UNACCEPTABLE REMEDY**

If the requested remedy is not acceptable, the Union may refer the matter to arbitration in accordance with Article 11 (Arbitration) of this Agreement.

## **ARTICLE 11 ARBITRATION**

### **Section 1 - MEDIATION OPTION**

If the final decision on a grievance processed under the negotiated Grievance Procedure (Article 10) is not satisfactory, the parties may jointly agree to refer the matter to a mediator. This election must occur within seven (7) calendar days of receipt of the final grievance decision. The mediator will be selected jointly, normally a member of the Federal Mediation and Conciliation Service (FMCS). The mediator will meet with both parties at the earliest possible date and attempt to resolve the grievance through voluntary methods. If this procedure is unsuccessful, the Union may invoke arbitration within five (5) calendar days of the meeting with the mediator.

### **Section 2 - ARBITRATION REQUEST**

If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as a grievant or as representative of the employee grievant, may refer the issue to arbitration within ten (10) calendar days following receipt of the PXAO's final decision to the aggrieved party, or five (5) calendar days if mediation was attempted.

### **Section 3 - ARBITRATION SELECTION**

Within five (5) calendar days from the date of receipt of a valid arbitration notice, the parties shall meet to try to define the issue(s). The parties shall immediately request the FMCS to provide a list of seven (7) qualified arbitrators. A brief statement of the nature of the issues in dispute will accompany the request. The parties shall meet and/or confer within 15 calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Union will strike the first name. Selection will proceed with Management and the Union alternately striking one arbitrator's name from the list until only one name remains. The remaining name shall be the only and duly selected arbitrator. After the first arbitration held under this Agreement, the party to strike the first name will be alternated between Management and the Union. The grievant may withdraw the grievance at any time. However, the moving party shall be responsible for cancellation fees if any unless negotiated differently on a case by case basis.

### **Section 4 - ARBITRATION COSTS**

The parties agree to share the costs of arbitration equally. This includes but is not limited to: all costs billed by the arbitrator including travel costs, court reporter, transcription and reproduction of documents. This does not include the individual costs to each party associated with their individual case preparation and presentation. If the Union desires a transcript to be taken, they will notify PXAO at least 14 days prior to the arbitration hearing. The parties will pay for their own transcript with the cost of the arbitrator's copy divided equally between the parties. If either party wants additional copies, they may obtain the additional copies at their own expense.

## **Section 5 - ARBITRATION PROCESS**

The parties may mutually agree on a stipulation of facts to the arbitrator, request an inquiry, mini-arbitration or a hearing. The parties agree that if mutual agreement on a method cannot be reached, the procedure used will be a formal hearing.

(a) The arbitration hearing shall be held on the PXAO's premises (or elsewhere in the commuting area by mutual agreement) during the regular day shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty status shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay, annual leave, or any other benefit. Employee participants on shifts other than the regular day shift may be temporarily placed on the regular day shifts for the days of the hearing in which they are involved.

(b) In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by applicable requirements of Title V, United States Code.

(c) The arbitrator will be told that in order to fulfill the delegation to arbitrate in a formal hearing, the arbitrator must render a decision and remedy to the PXAO and the Union as quickly as possible, but in any event no later than 30 calendar days after the receipt of transcripts and the parties' written briefs. The parties may stipulate a shorter time frame if practicable.

(d) The arbitrator's decision must contain a detailed explanation of his/her reasoning. The arbitrator's decision shall be final and binding and the remedy shall be affected in its entirety unless an appropriate exception is timely filed.

(e) The arbitrator shall have the authority to resolve any questions of arbitrability or grievability in accordance with the guidance set forth by the Federal Labor Relations Authority. The arbitrator shall have no authority to add or modify any terms of this Agreement or Agency policy. The arbitrator shall have authority to award back pay in accordance with the Back Pay Act. PXAO reserves the right to determine the back pay computation in accordance with the Back Pay Act.

All time limits herein may be extended only by mutual agreement of the parties.

If similar grievances are presented at approximately the same time, with concurrence of the parties, they may be treated as a group grievance.

## **ARTICLE 12 HEALTH AND SAFETY**

### **Section 1 - SAFE WORK ENVIRONMENT**

The PXAO is committed to provide a safe and healthy work environment for all employees. PXAO will be governed by the Occupational Health and Safety Act, Department of Interior and Reclamation safety directives. The PXAO and the Union agree to cooperate in a conscientious effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under Management's control. It is recognized that it is the responsibility of all employees to perform work in a safe manner and to report unsafe working conditions immediately.

### **Section 2 - PERSONAL PROTECTIVE EQUIPMENT**

The PXAO will provide personal protective equipment as required and prescribed by applicable directives, regulations, and current PXAO policy.

### **Section 3 - EMPLOYEE PHYSICALS**

The PXAO will pay all necessary expenses incurred for Agency mandated or offered medical examinations for current employees. Employees will not be charged leave to participate in Employer paid physicals.

### **Section 4 - INFORMATION SHARING**

To the extent allowed by law, Management will provide all incident and accident figures required by DOI and OSHA to the designated Union Health and Safety Representative and copies of all external Agency safety reviews.

### **Section 5 - JOINT HEALTH AND SAFETY (H&S) TEAM**

Management shall designate a PXAO H&S representative and the Union shall designate a health and safety representative to carry out the following functions:

- (a) Conduct joint annual H&S inspections at the buildings that make up PXAO.
- (b) Joint written reports regarding inspection findings to the designated Management Official.
- (c) The Employer shall make every reasonable effort to promptly abate unsafe or unhealthy working conditions identified by the Joint H&S team.
- (d) Receiving and investigating employee reports of unsafe or unhealthy conditions. Employees may submit such reports through their supervisor to the Health and Safety Team. When such a report is received, the Union and Management representatives will attempt to jointly verify the facts and submit a report, or, if not in agreement, separate reports to the Area Manager, who will decide the appropriate action.

(e) The Team will receive copies of any written response by an Agency Management Official to any written employee report of an unsafe or unhealthful work place condition.

(f) The Union designated H&S representative will participate with Management Safety and Health Representative in all workplace accident investigations and inquiries.

(g) The Union designee will be allowed to attend an annual DOI safety conference or another appropriate Safety training class.

#### **Section 6 - EMERGENCY PREPAREDNESS**

The Emergency Preparedness plan will be reviewed annually with employees and will identify the procedures in the event of fire, earthquake, bomb threat, tornado, flood, or similar emergency. Evacuation drills will be conducted semiannually.

Management agrees to make reasonable efforts to offer CPR/first aid training to PXAO employees. Management will provide CPR shields and masks for CPR volunteers. Approved training for CPR certification and/or recertification will be at no cost to the volunteer.

#### **Section 7 - STRESS MANAGEMENT**

The parties agree that recognizing, minimizing and coping with stress are essential parts of employee wellness. Management will make every effort to provide annual training on stress reduction. This will be a part of the Wellness Program. Employees are encouraged to utilize the services of the Employee Assistance Program to deal with excessive stress.

#### **Section 8 - SMOKE-FREE ENVIRONMENT**

In keeping with the parties' concern for the health, safety and well-being of employees, there shall be no smoking inside the PXAO facility or within 20 feet of any doorways or air intake ducts.

#### **Section 9 - WORKPLACE VIOLENCE**

The PXAO and the Union recognize that workplace violence is a concern that directly affects the health and safety of all employees. Violence and threats of violence among employees or in the workplace will not be tolerated. This zero tolerance policy towards physical violence and threats of physical violence will be firmly enforced. The PXAO will maintain an office policy for dealing with workplace violence.

## **ARTICLE 13 PERFORMANCE**

### **Section 1 - OVERVIEW**

Parties agree to strive for continuous improvement in Agency performance to fulfill Department of Interior, Bureau of Reclamation's commitment to providing quality, cost effective services.

The purpose of the performance appraisal system is to provide a framework for honest feedback and open, two-way communications between employees and their supervisors. The system focuses on critical results within the scope of the employee's job description in achievement of PXAO's overall mission. The appraisal system includes an annual written certification of achievement or non-achievement (pass/fail) for each employee. The appraisal system will emphasize individual accomplishments of critical results. Some of these critical results may be accomplished using indicators such as quality, teamwork, and customer service. The employee performance system in its entirety and its application will be fair, equitable and reasonable.

An Employee Performance Plan and Results Report (Form DI-2002) of "achieved" assures employees of entitlement to within-grade increases, basic eligibility for promotion consideration, basic eligibility for award consideration and serves as a positive and tangible assertion that the employee is in good standing. The appraisal system will not be used as a disciplinary tool. Prior to discussing an employee's performance appraisal, the supervisor will inform the employee that the discussion will be about performance related issues.

### **Section 2 - COMMUNICATIONS**

The parties agree that on-going performance discussions, in addition to annual performance ratings and interim performance discussions are beneficial.

It is the supervisor's responsibility to ensure that each employee receives, at a minimum an annual discussion to explain, clarify and communicate the employee's job responsibilities so there is a clear and a common understanding of the duties and expectations contained in the employee's performance plan. The supervisor should provide additional guidance aimed at developing the employee(s) and improving the work product or outcome. Discussions will provide the employee the opportunity to seek further guidance and understanding of his or her work performance.

Subsequent discussions may be held with employees when there is a change in the work situation, such as a change in job assignments, details, change in position, or change in supervisor.

Employees will be provided with a copy of their performance plan annually. The performance appraisal period is January 1 through December 31. The Employee Performance Plan and Results Report will be issued in writing to the employees within 30 days of the end of the appraisal period.

**Section 3 - PERFORMANCE IMPROVEMENT PLAN (PIP)**

If an employee is not achieving a critical result in their performance plan, a supervisor will discuss the deficiency with the employee to determine the employee's needs and to assist the employee to improve their performance which may include, if necessary, formal training, on-the-job training, mentoring, counseling, or other appropriate assistance.

If this assistance does not improve the employee's performance to an achieved level, the supervisor shall develop and discuss with the employee, a written PIP, which will identify the employee's performance deficiencies, the successful level of performance, and the action(s) that must be taken by the employee to improve to the successful level of performance, the methods that will be employed to measure the improvement, and any provisions for counseling, training, or other appropriate assistance.

The supervisor will also notify the employee in writing that he/she is no longer at the achieved level and that the PIP supersedes his/her current annual rating. The goal of this PIP is to return the employee to successful performance as soon as possible. A reasonable period of time of at least 45 calendar days will be given for the employee to achieve successful performance. At any time during the PIP period, the supervisor may conclude that the employee's performance has improved to the achieved level and the PIP can be terminated. In that event, the supervisor will notify the employee in writing.

Should all remedial action fail, the supervisor will issue written notice to the employee of adverse action in accordance with current regulations.

**Section 4 - APPEAL OF ADVERSE ACTION**

Any adverse action taken may be appealed to either the Merit Systems Protection Board in accordance with applicable law or in accordance with Article 10 Grievance Procedures, but not both.

**ARTICLE 14**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1 - PROHIBITION AGAINST DISCRIMINATION**

The PXAO and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, disabling condition, or age. In addition, the parties recognize their commitment to a work environment free of sexual harassment, and to the policy of prohibiting discrimination on the basis of marital status or political affiliation. The Agency will have a positive, continuing and results-oriented program of affirmative action. The parties agree that Equal Employment Opportunity shall be administered in accordance with Title VII and other applicable laws, authorizing legislation, and applicable regulations.

**Section 2 - COMPLIANCE**

In compliance with the policy of assuring equal employment opportunity, the Employer will make available all required Equal Employment Opportunity (EEO) Policy Statements, complaint procedures, and Affirmative Action Plans as outlined in 29 CFR 1614.

Any EEO reports generated by or distributed to PXAO will be provided upon request to the Union to the extent allowable by law or regulations.

**Section 3 - POSTINGS**

The Employer will maintain a posting on official bulletins boards of current EEO Counselors and EEO Staff members who service bargaining unit positions.

**Section 4 - EEO COMPLAINTS PROCESS**

If employees feel they have been discriminated against because of their race, color, religion, creed, national origin, age or sex, they must elect to use the Agency EEO Complaints Process. Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, and reprisal.

**Section 5 - REASONABLE ACCOMODATION**

Reasonable accommodation includes adjustment made to the job and or the work environment and will be offered to qualified employees with disabilities as required under applicable laws and regulations.

**Section 6 - EEO TRAINING**

Both parties agree to meet, as needed, to discuss changes in EEO policies, laws or regulations. If mutually agreed upon as necessary, PXAO will provide for one PXAO Union representative to attend an EEOC training class or its equivalent.

## **ARTICLE 15 REDUCTION-IN-FORCE**

### **Section 1 - REGULATIONS**

Reduction-in-Force (RIF) will be made in accordance with Federal laws, regulations, and appropriate DOI guidance in effect at the time of the RIF.

### **Section 2 - NOTIFICATION**

The Employer will notify the Union President as soon as possible after a decision has been made but at least 15 calendar days prior to issuing notice(s) of RIF involving unit employee(s), and to inform the Union of the reason for the RIF, the affected competitive levels within the Union's bargaining unit, and the number of employees in the levels initially affected. After giving each affected employee initial notification of his/her RIF, the Employer will notify the Union, in writing, concerning the numbers and types of positions initially affected, and the date the action is projected to become effective. In the event a group meeting with all affected unit employees is conducted by the Employer to explain the RIF procedures and answer pertinent questions, a Union representative shall be invited.

### **Section 3 - PRIORITY CONSIDERATION**

Employees involuntarily demoted without personal cause will be advised of the "priority consideration for promotion" provisions for which they qualify in accordance with rules and regulations and the procedures ensuring proper consideration when presented their specific RIF notice.

### **Section 4 - VACANCIES DURING RIF**

The Employer will consider filling vacancies with qualified employees who are being affected by the RIF prior to recruiting to fill the position.

### **Section 5 - RE-PROMOTION**

When an offer of re-promotion is made, the employee will indicate in writing either acceptance or refusal to accept the re-promotion. Declination of a re-promotion offer to the employee's previous grade of a position will end eligibility for priority consideration.

### **Section 6 - UNION ACCESS TO RIF INFORMATION**

The Union shall have the right to designate in writing a Union steward to review retention registers (to the extent allowed by law and regulation) containing the names of bargaining unit members. Union requests for other related records shall be subject to review by the Employer. Among the criteria to release information for Union review shall be the Privacy Act, confidentiality restrictions, Chapter 71, and the relationship of the Union's request to its representational responsibilities under this Article.

### **Section 7 - MINIMIZE DISPLACEMENT**

The Employer shall attempt to minimize displacement actions incurred by a RIF to the extent feasible through reassignment, retraining, and other actions that may be taken to retain employees.

**Section 8 - UNION REPRESENTATION**

The Employer agrees that employee(s) may be represented by the Union in briefings, counseling sessions, or meetings relating to the RIF.

## **ARTICLE 16 LEAVE**

### **Section 1 - ANNUAL LEAVE**

The parties agree that the use of accrued annual leave is an entitlement earned by the employees of the PXAO but subject to the approval of the supervisor. Employees will schedule annual leave as far in advance as possible with their supervisor. Approval of annual leave will be scheduled so as to not adversely impact the work of the PXAO. However, employees' needs should be considered when approving annual leave requests. In arranging vacation schedules, consideration of employees' desired schedules and Agency needs will be taken into consideration. Employees will be provided an explanation of any denial of annual leave. Annual leave shall be charged in increments of 15 minutes.

### **Section 2 - LIBERAL LEAVE POLICY**

Work permitting, the PXAO shall maintain a liberal leave policy in the following circumstances: death in the employee's immediate family; illness in the employee's immediate family where the employee's care and attendance is required; religious holidays associated with the religious faith of the employee; emergency situations requiring the immediate attention of the employee, provided the employee explains to the supervisor the nature of the emergency; or attendance at conventions of civic or other nationally recognized organizations of which the employee is an officer or a contributor on the agenda, and attendance at the national AFGE conventions by officers of the Union. Additionally, as workload allows, Management will maintain a liberal leave policy around the end of the year holidays.

### **Section 3 - SICK LEAVE**

The parties agree that the use of accrued sick leave is appropriate for doctor, dental, optical and other medical appointments; for illness or injury which is incapacitating for performance of the employee's assigned duties; or for care of immediate family members under Family Friendly Leave Act. Sick leave shall be charged in increments of 15 minutes.

Requests for sick leave for scheduled appointments should be made in advance. Notice of emergency sick leave will be phoned in to their supervisor or his/her designee not later than 9:00 a.m. on the initial day of absence. Sick leave absences exceeding three continuous work days must be supported by acceptable medical evidence.

### **Section 4 - FAMILY AND MEDICAL LEAVE ACT (FMLA)**

In accordance with current law and Executive Order, an employee may be granted up to 12 workweeks of unpaid leave (or sick leave in appropriate circumstances) during any 12 month period for a serious health condition which makes the employee unable to work or to care for a spouse, son, daughter, or parent of the employee who has a serious health condition. Requests to use extended leave will be in writing to the immediate supervisor. The employee will be required to submit appropriate medical certification to the Agency to support approval of the leave. This appropriate medical certification must be submitted within 15 calendar days of the beginning of the FMLA leave.

**Section 5 - RELIGIOUS OBSERVANCES**

Consistent with the needs of the PXAO and in accordance with law and government-wide rules and regulations, employees who wish to attend or participate in the observance of the established religious holidays of their faith may be permitted to be absent on annual leave or earned compensatory time or credit hours. Requests for absence to participate in established religious observances will be made to Management not later than seven (7) calendar days prior to the start of the observance.

**Section 6 - LEAVE WITHOUT PAY (LWOP)**

An employee may be granted LWOP for purposes where benefit to the Employer would result. An employee in LWOP status shall accrue rights and privileges regarding service credit, retention rights during a reduction-in-force, retirement benefits, and coverage under Group Life Insurance and Federal Employee's Health Benefits Programs in accordance with prevailing regulations. The employee may return to the position held prior to the approved leave of absence or to a similar position, unless such position is not available or the employee applied for and is selected for a different position.

**ARTICLE 17**  
**PAYROLL ALLOTMENT FOR WITHHOLDING DUES**

The PXAO shall continue to deduct Union dues from the pay of employees in the Unit, subject to the following provisions:

(a) The Union agrees to provide SF-1187's, "Request for Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues," to eligible members desiring to authorize an allotment for withholding of dues from their pay.

(b) The President or other authorized official of the Union will certify on each SF-1187 that the employee is a member in good standing of the Local, insert the amount to be withheld, and submit completed SF-1187's to the designated Management representative.

(c) The President or other authorized official of the Union shall notify the designated Management representative when the dues structure changes. The change shall be effected at the beginning of the first full pay period after the receipt of such notice. Such a change may not be effected more than twice in a 12 month period.

(d) Allotments will be approved and processed by the designated Management representative within one (1) full pay period after receipt of SF-1187's.

(e) The Union will promptly notify the designated Management representative in writing, when a member is expelled or ceases to be a member of the Local.

(f) The Union agrees to provide the designated Management representative with the appropriate mailing address of the Union official authorized to receive the remittance check. The President of the Local will immediately notify the designated Management representative in writing of any change in the name and/or address of the financial officer of the Local. As soon as electronic fund transfer (EFT) is available, Management will notify the Local of the appropriate procedures.

(g) A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues" and submit it directly to the designated Management representative. After receipt of such notice, revocation will become effective no sooner than one (1) full year from the anniversary date of the dues deductions. The Local shall be provided appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

(h) Management agrees to provide this service without charge to the Local or members and to continue this service regardless of contract status as long as the Local holds exclusive recognition.

**ARTICLE 18**  
**WORKWEEK, HOURS OF WORK, AND FLEXTIME**

**Section 1 - GENERAL**

The PXAO supports the use of alternative work schedules and the Flexible Workplace Program as human resource initiatives designed to benefit the employee in consideration of management, organizational and operational requirements. Alternative work schedules that are adopted shall not interfere with work operations and shall ensure that adequate office coverage is provided at all times.

**Section 2 - DEFINITIONS**

For the purpose of this Article, the following definitions shall apply:

(a) **Administrative Workweek** - This means a period of 7-consecutive calendar days designated in advance by the Employer.

(b) **Regularly Scheduled Administrative Workweek** - For full-time employees, this means the period within an administrative workweek when these employees are regularly scheduled to work. For part-time employees, this means the officially prescribed calendar days and hours within an administrative workweek during which the employee is regularly scheduled to work.

(c) **Basic Workweek** - The number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave. For full-time employees, this means the 40-hour workweek established for the individual employee.

(d) **Alternative Work Schedule** - Any work schedule that meets the definition for a flexible or compressed work schedule.

(e) **Compressed Work Schedule** - A fixed work schedule consisting of 40 hours of work in a week or 80 hours in a biweekly pay period with fewer than 5 or 10 working days, respectively. Some of the more common types of compressed work schedules available include the 4-day workweek and the 5/4-9 plan.

(f) **Flexible Work Schedule** - A variable work schedule consisting of 8 work hours in a day, 40 hours in a week, or 80 hours in a biweekly pay period. Some of the optional features available for incorporation into a flexible work schedule include flexible time bands (starting times, ending times, and lunch hours), core duty time bands, and credit hours to vary the workweek or workday. There are several categories and variations of flextime plans available that include Gliding Schedule, Variable Day Schedule, and Variable Week Schedule.

(g) **Flexible Workplace (Flexiplace)** - Flexible workplace arrangement means working 1 or more days at home or other designated location, rather than in the traditional office, sometimes utilizing a computer, modem, and other equipment to transmit data or information over telephone lines.

(h) Work at Home - Working in a space already specifically set aside as an office in a home or working in an area in an employee's home that will be used as the work site.

**Section 3 - CHANGES IN TOURS OF DUTY**

The Employer shall establish, maintain and change shifts, tours of duty and hours of work to best promote the efficient and effective accomplishment of the mission and operations. The Employer shall schedule an employee's regularly scheduled basic workweek so that it corresponds with the employee's actual work requirements. The Union shall be notified and provided an opportunity to bargain over Management-initiated changes in tours of duty lasting longer than 2-weeks in duration and/or which are recurring.

**Section 4 - TEMPORARY CHANGES IN TOURS OF DUTY**

Temporary changes in tours of duty are considered to be 2-weeks or less in duration and are not recurring. Changes in tours of duty will be made in accordance with applicable laws and regulations. The Union may confer with the supervisor concerning the assignment of temporary changes in tours of duty.

**Section 5 - ALTERNATIVE WORK SCHEDULES (AWS)**

The parties support the use of AWS as human resource initiatives designed to benefit the employee in consideration of Employer, organizational, and operational requirements.

(a) Any agreements reached under the AWS must provide that such arrangements for AWS may be terminated if the Employer determines that the arrangements for alternative work hours are substantially disrupting the Employer/employee in carrying out its functions in order to accomplish its mission.

(b) Should the Employer determine that an AWS is substantially disrupting the Employer/employee in accomplishing its mission, has had an adverse impact, or has resulted in an increase in operating costs, the Employer will notify the Union 30-calendar days in writing of its intent to amend the procedure. Any proposed changes shall be supported by clear and convincing evidence.

**Section 6 - REST BREAK**

One 15 minute rest break within each 4 hour work period may be authorized for each employee taking workload, office coverage, and customer service into consideration.

**Section 7 - OVERTIME**

When Management determines to use overtime, qualified volunteers will be used before non-volunteers. All qualified employees will be notified of the availability of significant overtime.

When scheduled overtime is to be mandated, employees will be notified at least 2 days in advance, whenever possible.

When an employee is required to work overtime within one hour after the end of the regular workday, the supervisor will seek to schedule the overtime work so that it begins at the end of the employee's regular workday.

Consistent with operational constraints, PXAO will attempt to accommodate employees' requests to be relieved from mandatory overtime.

Employees who are called back to work at the office for a period of overtime unconnected to their regularly scheduled tour or who work overtime on Saturday, Sunday or holidays are entitled to a minimum of two hours of overtime work.

**Section 8 - COMPENSATORY TIME**

Employees covered by Title 5 CFR, when approved by Management, can accrue and use compensatory time. When feasible, Management shall grant such an employee's request for compensatory time rather than payment for overtime. Compensatory time will be earned and paid in fifteen (15) minute increments.

**Section 9 - UNION INFORMATION**

A list of overtime distribution will be made available to the Union upon written request.

## **ARTICLE 19 DISCIPLINE AND ADVERSE ACTIONS**

### **Section 1 - GENERAL**

Disciplinary actions and adverse actions will be taken in accordance with applicable laws, rules, and regulations in effect at the time of the action. Disciplinary and adverse actions must be taken for such cause as will promote the efficiency of the service. The parties agree to the concept of progressive discipline designed primarily to correct and improve employee behavior. Employees will be subject to disciplinary or adverse action only for just cause. See appendix B, "Douglas Factors."

### **Section 2 - DEFINITIONS**

Disciplinary actions covered by the provisions of this Article are defined as Official Reprimands and Suspensions of 14-calendar days or less. Adverse actions covered by the provisions of this Article are defined as removals, suspensions of more than 14-calendar days, reductions-in-grade, reductions-in-pay, and furloughs of 30-calendar days or less for employees serving in bargaining unit positions at the time the action is initiated. Only disciplinary and adverse actions may be included in an employee's OPF.

### **Section 3 - INVESTIGATIONS**

The Union shall be given the opportunity to be present at any examination of an employee in the unit, by a representative of the Employer, in connection with an investigation if the employee reasonably believes that the meeting may result in disciplinary or adverse action against the employee and the employee requests representation. See appendix A "Weingarten Rights."

### **Section 4 - ADVERSE ACTIONS**

(a) In adverse action cases, the employee will be provided an advance written notice of at least 30 calendar days before the effective date of the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed under 5 USC 7513.

(b) In the event an employee is issued a notice of proposed adverse action, that proposal must include all of his/her appeal rights. The employee and/or their designated representative shall be given the opportunity to review any and all evidence relied upon for the proposal, and provided an opportunity to reply to the charges orally and/or in writing, using the assistance of the Union as appropriate. The employee and the representative shall be given a reasonable amount of official time to review such evidence and prepare a reply. Consideration will be given to an extension of response time upon written request from the employee or his/her representative. Such request must include specific justification for the extension.

### **Section 5 - APPEALS**

Disciplinary actions may only be appealed through the negotiated grievance procedure. Adverse actions may be appealed to either the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both. An employee will be deemed to have exercised his/her option under this section when the employee initiates an appeal under MSPB procedures,

or timely files a grievance under the negotiated grievance procedure. Grievances shall be processed using the procedures described in Article 10 of this Agreement. An employee or his representative will be given an opportunity to review any and all material relied upon in taking an action under this Article.

Once discipline has been administered or the employee has been issued a letter of decision on a formal disciplinary action, the employee may then exercise the appropriate grievance or appeal procedures.

**ARTICLE 20  
PROMOTIONS AND OTHER ASSIGNMENTS**

**Section 1 - MERIT PROMOTIONS**

Merit promotions and assignments will be made in accordance with Federal laws, rules and regulations, and Reclamation Merit Promotion Plan in effect at the time of the personnel action and this Agreement.

(a) The Employer will ensure that all qualified applicants have an equal opportunity for promotion in accordance with Article 14 (Equal Employment Opportunity) of this Agreement. Selections for positions will be made without discrimination for any nonmerit reasons such as sex, race, color, religion, national origin, age, physical or mental handicap, political affiliation, marital status, or membership or non-membership in a labor organization.

(b) 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 source such as promotion, reassignment, transfer, new appointment, etc.

(c) PXAO will attempt to inform applicants for PXAO merit promotion vacancies of the selectee's name within 21 calendar days of the effective date of the personnel action.

(d) If selecting official conducts interviews, candidates shall be interviewed using the same-job related questions and criteria.

**Section 2 - ELIGIBILITY REDETERMINATION**

Employees who believe they have been rated ineligible incorrectly may request that the Human Resources Office located at the Regional 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 - PRIORITY PLACEMENT LIST**

The PXAO will maintain a list of all PXAO employees who are eligible for priority consideration for placement. Employees demoted without personal cause will be advised of the "special consideration for repromotion" provisions for which they qualify in accordance with rules, regulations, and the procedures ensuring proper consideration along with their notice of the action.

**Section 4 - DETAILS**

In the interest of effective employee utilization, details to positions or work assignments requiring higher or different skills will be based upon bona fide need. Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel.

Details to higher-graded positions in excess of 30-calendar days will be documented in an employee's Official Personnel File (OPF).

(a) The detail procedure shall not become a device to afford certain individuals a preferential opportunity to gain qualifying experience or to prevent others from gaining such experience.

(b) Details for more than 120-calendar days to higher graded positions or to positions with known promotion potential will be competitively processed. This does not preclude PXAO from detailing employees to higher level duties while awaiting the outcome of the competitive process.

#### **Section 5 - OPF REVIEWS**

The parties recognize that employees are responsible for reviewing their OPF to ensure the files are up-to-date and accurate prior to the closing date of a merit promotion announcement. Upon request, employees will be given the opportunity to review their OPF and must share and assume responsibility for its accuracy.

#### **Section 6 - ACCESS TO MERIT PROMOTION MATERIAL**

A non-selected bargaining unit employee may request representation by the Union. An employee's access to promotion material is limited to information pertinent to him/her, excluding crediting plans and other documents protected by the Freedom of Information Act or the Privacy Act. The following information about specific promotion actions shall be available to an employee upon request:

(a) whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualifications requirements for the position;

(b) whether the employee was one of those in the group from which the selection was made;

(c) the name of the person selected; and

(d) in what area, if any, the employee should improve to increase chances of future promotion.

**ARTICLE 21  
EMPLOYEE ASSISTANCE PROGRAM**

**Section 1 - PARTICIPATION**

The PXAO and the Union support and encourage participation in the Employee Assistance Program (EAP). The EAP is open to all employees and their family members who have personal and/or work related problems. The EAP is designed to provide such things as free and confidential assessment, short-term counseling, referral, and follow-up services. Limited amounts of official time may be authorized for use of these services.

**Section 2 - MAINTENANCE OF AN EAP**

The PXAO shall maintain an EAP, and all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules, and regulations. The parties recognize the value of the EAP and all employees shall have the opportunity to participate in the EAP.

**ARTICLE 22**  
**POSITION DESCRIPTIONS AND CLASSIFICATIONS**

**Section 1 - POSITION DESCRIPTIONS**

The PXAO will strive to maintain current and accurate position descriptions for bargaining unit positions in accordance with the Office of Personnel Management and Departmental regulations. Employees shall be furnished a copy of their position description upon initial assignment to a bargaining unit position or when a change is made in the content of the position description. An employee may discuss with his/her immediate supervisor any changes to the position description. If an employee believes that he/she is performing higher graded duties on a regular and recurring basis, he/she may request a desk audit of the duties and responsibilities being performed, after discussing their concerns with their supervisor.

**Section 2 - UNION COMMENTS**

The Union may provide comments to the Employer about the position classification program.

**Section 3 - CLASSIFICATION APPEALS**

If an employee believes that his/her position is mis-classified, the employee upon request shall be furnished with information on classification appeal rights and procedures. The Employer shall notify the Union prior to officially informing a bargaining unit member that his/her position has been reclassified to a lower grade, but before the reclassification is effective.

**Section 4 - FAIR AND EQUITABLE TREATMENT**

The PXAO will strive to ensure that all bargaining unit employees in similar position descriptions at the same grade levels are treated fairly and equitably with regards to job assignments which may lead to or result in a change to a lower grade or a change in classification. Employees who are not performing at a results achieved level, or who are in a performance opportunity period, are not covered by this section. The parties recognize Management's right to assign work and make determinations concerning appropriate duties.

**ARTICLE 23  
CHILD CARE AND ELDER CARE**

**Section 1 - CHILD CARE/ELDER CARE**

The parties recognize that employees may have special child care and/or elder care needs during working hours. The parties recognize the need for employees to secure appropriate child/elder care arrangements. The PXAO will continue to provide and/or support various activities in order to meet ongoing child/elder care needs. These may include, but are not limited to, such things as child care, elder care, and parenting information, resource and referral information, workshops, and counseling as available through the Employee Assistance Program and the Work Life Program Coordinator.

**Section 2 - EMERGENCY LEAVE REQUESTS**

The PXAO agrees to grant emergency annual leave requests and to consider emergency requests for leave without pay brought about by unexpected changes in child/elder care arrangements, absent an operational exigency.

**Section 3 - WORK ARRANGEMENTS**

The PXAO agrees to seriously consider the use of work arrangements which may assist employees with child/elder care needs; for example part-time employment, job sharing, flextime, etc.

## **ARTICLE 24 TRAINING**

### **Section 1 - TRAINING AND DEVELOPMENT**

The PXAO and the Union agree that the training and development of employees is a matter of significant importance. In conjunction with this concept, the PXAO, within budgetary limitations, will make available to employees the training the Employer determines is necessary to the Bureau of Reclamation for the performance of their assigned duties. Employees will be given the opportunity to provide input into their annual Individual Development Plan. The Employer and the Union agree to continue their encouragement of self-initiated development efforts of employees consistent with the terms of this Article.

### **Section 2 - TRAINING INFORMATION**

The PXAO will provide information about training and educational opportunities sponsored by the Bureau of Reclamation either locally or region wide. This information will be made available primarily electronically to all employees. Employees seeking counseling and guidance regarding the in-service training program may discuss the matter with their immediate supervisor and/or the Regional Training Office.

### **Section 3 - REASSIGNMENT TRAINING**

PXAO agrees that when an employee is reassigned due to the elimination of the position previously held, sufficient training as determined by the Employer will be given to the employee to enable him/her to perform the duties of the new position.

### **Section 4 - SELF DEVELOPMENT**

When an employee requests self/professional developmental training, PXAO agrees to consider payments of authorized expenses for such training in accordance with existing regulations and policy. The Employer will not reimburse employees for tuition and related expenses who fail to successfully pass and complete the training.

### **Section 5 - TRAINING FOR PROMOTIONS**

When training is given by the Employer primarily to prepare employees for promotion, selection for the training will be made under the competitive promotion procedures contained in the Agreement, except for training provided to employees previously selected via merit promotion into approved developmental programs.

### **Section 6 - SCHEDULING MANDATORY TRAINING**

PXAO agrees to schedule office wide mandatory training in advance.

### **Section 7 - WORK SCHEDULES DURING TRAINING**

Employee schedules may be temporarily changed to accommodate training assignments. Employees on alternate or compressed work schedules will be adjusted to a schedule to conform with the training schedule for the pay period in which the training takes place. The parties agree that the immediate supervisor will work with the employees within their unit to ensure that disruption to their normal work schedule is kept to a minimum.

## **ARTICLE 25 CONTRACTING OUT**

### **Section 1 - A-76 NOTIFICATION**

A-76 Notification will consist of the following:

(a) PXAO agrees to notify the Union regarding any function designated for study under Office of Management and Budget Circular A-76. The Union will be given the opportunity to review any appropriate material and/or meet with Management to present its views, suggestions, or recommendations.

(b) The employees and the Union are encouraged to provide suggestions and recommendations, to identify the most efficient in house operation in order to develop a competitive bid. The parties recognize that the Union has a vested interest in retaining work in-house, consistent with accomplishing that work in the most efficient and cost-effective manner and within resource constraints.

(c) PXAO agrees to notify the Union as soon as a decision is made to contract out any function/work that would or could adversely affect Union members to give the Union the right to request bargaining as appropriate.

### **Section 2 - IMPACT AND IMPLEMENTATION**

If a function (containing or impacting any bargaining unit positions) is to be contracted out, the Union will be notified in writing and given the effective date of the contract and afforded the opportunity to negotiate the impact and implementation of the contracting out action. Written proposals shall be provided within seven calendar days unless the parties agree to an extension to the response deadline.

### **Section 3 - INFORMATION RELEASE**

Upon written request under 5 USC 7114(b)(4), and if allowable under applicable regulations, PXAO will provide to the Union the solicitation and all addendums, the resulting total cost figure of the apparent low bidder, the in-house cost estimate figure and any and all other supporting documentation and analyses prior to award.

### **Section 4 - CONFIDENTIALITY OF INFORMATION**

The Union recognizes that statements of work and other acquisition information to which it has been granted access may be considered procurement sensitive by Management, and that the release of such information to outside parties or contractors would be detrimental to the Employer and to the employees as well. PXAO and the Union must ensure that confidentiality of contract bid and the in-house cost estimate will be maintained. Management reserves the right to limit or deny the Union access to such information prior to the times specified in Section 5.

### **Section 5 - PROFILE SHEETS**

PXAO agrees to provide each affected employee a copy of his/her Profile Sheet which is furnished to the contractor to facilitate determination of employability. Management further

agrees to provide to each referred employee who is denied employment by the contractor a copy of the contractor's documented record for not employing that person, if the contractor provides the record and concurs in furnishing it to the employee.

## **ARTICLE 26 EMPLOYEE DISABILITY**

### **Section 1 - COUNSELING**

The Employer agrees when an employee suffers a job-related illness or injury in the performance of duties and reports it to his/her supervisor, the supervisor and/or the personnel office will counsel the affected employee as to the following:

1. His/her right to file for compensation benefits;
2. The types of benefits available;
3. The procedure for filing claims; and
4. The option to use compensation benefits in lieu of sick or annual leave.

An employee who has filed for compensation benefits will be counseled, upon request, by his/her supervisor and/or a personnel specialist at any stage in the processing of the case concerning such options as may be available to the employee at that point.

When an employee may meet the requirements for disability retirement he or she will receive counseling on their rights and benefits, when requested.

### **Section 2 - PLACEMENT OF OWCP CLAIMANTS**

Where the employee requests and supports his/her request with appropriate medical information, the Employer will make a serious effort to assign the employee on a temporary basis to duties consistent with the employee's medical needs, pending resolution of his/her claim.

Where the employee requests and supports his/her request with an approved OWCP claim and appropriate medical information, the Employer will make a serious effort to assign the employee to duties consistent with the employee's medical needs. Any such action will be consistent with the negotiated merit promotion article.

When an employee who has been determined by OWCP to be disabled has recovered sufficiently that he/she is required or permitted to seek reemployment, Management will make a serious effort to offer appropriate employment.

Information on how to file for Workers Compensation and the appropriate forms is available on the Intranet and the Department of Labor web site.

### **Section 3 - FITNESS FOR DUTY**

The Employer may direct an employee to undergo a fitness for duty examination only under those conditions authorized in the prevailing OPM regulations. When there are reasonable grounds to believe that a health problem is causing performance or conduct problems, of an employee, the employee shall be given an opportunity to provide medical evidence documenting the health problem affecting his/her performance or conduct and/or an opportunity to voluntarily initiate an application for disability retirement on his/her own behalf.

#### **Section 4 - MEDICAL DETERMINATIONS**

The Employer may require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation when the Employer has identified an assignment or position (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his/her condition.

The Employer may offer a medical examination when an employee has made a request for medical reasons for a change in duty status, assignment, or working conditions or any other benefit or special treatment and the Employer has received medical documentation and determines that it cannot grant, support, or act further on the request without verification of the clinical findings and current clinical status.

When the Employer orders or offers a medical examination under the provisions of the prevailing regulations, it shall inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. The Employer shall designate the examining physician but shall offer the employee the opportunity to submit medical documentation from his/her personal physician that the Employer shall review and consider.

The Employer shall provide the examining physician with a copy of any approved medical evaluation protocol, applicable standards and requirements of the position, and/or a detailed position description of the duties of the position, including critical elements, physical demands, and environmental factors.

All medical examinations ordered or offered pursuant to this section shall be at no cost to the employee and performed on duty time at no charge to leave.

#### **Section 5 - CONFIDENTIALITY OF RECORDS**

All records pertaining to employees' medical information, examinations, and, as applicable, any subsequent personal information included with an application for disability retirement are confidential and may be disclosed only to those with an administrative need to know or as specifically authorized by the subject employee in writing.

**ARTICLE 27**  
**OFFICIAL TRAVEL**

The parties recognize that employees may be required to perform essential travel away from their official duty station. The parties further agree that such travel should be arranged and scheduled so as to minimize the effect of such travel on employees. The Federal Travel Regulations, DOI, and BOR/PXAO travel policies will be followed. Copies of official travel regulations will be made available to employees without Intranet access upon request.

The provisions of Fair Labor Standards Act and Title 5, as applicable, concerning time for official travel will be adhered to.

**APPENDIX A**  
**REPRESENTATION RIGHTS AND DUTIES (WEINGARTEN RIGHTS)**

Section 7114 (a)(1&2) of Title 5, U.S.C. is quoted below:

"(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

(2) An exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at-

(A) any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an employee in the 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."

## **APPENDIX B DOUGLAS FACTORS**

The Twelve (12) relevant factors set forth by the Merit System Protection Board in the "Douglas Decision" are as follows:

1. the nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain or was frequently repeated;
2. the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
3. the employee's past disciplinary record;
4. the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. the effect of the offense upon the employee's ability to perform a satisfactory level and its effect upon supervisor's confidence in the employee's abilities to perform assigned duties;
6. consistency of the penalty with those upon other employees for the same or similar offenses;
7. consistency of the penalty with any applicable Agency table of penalties;
8. the notoriety or the offense or its impact upon the reputation of the Agency;
9. the clarity with which the employee was on notice of any rules that were violated or if he had been warned;
10. the potential for the employee's rehabilitation;
11. any 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; and
12. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

In witness whereof, the parties hereto have caused this collective bargaining agreement to be signed on this 10th day of March, 2003.

**FOR THE BUREAU:**

**FOR THE UNION:**

Chief Negotiator

  
Je Chief Negotiator for Local  
76 American Federation of  
Government Employees,

Regional Director  
Lower Colorado Regional Office  
U.S. Bureau of Reclamation

EXECUTED AND RECOMMENDED FOR APPROVAL:

APPROVED:



Director, Office of Personnel Policy  
U.S. Department of the Interior