

Collective Bargaining Agreement
between the
Lakeview District Office, Bureau of Land Management
and the
Local 642, National Federation of Federal Employees

Effective Date: December 4, 1986

Table of Contents

Preamble - - - - - 4

Article 1 - Recognition and Unit Designation - - - - - 4

Article 2 - Management Rights - - - - - 4

Article 3 - Rights and Responsibilities of the Employee - - - - - 5

Article 4 - Rights and Responsibilities of the Local - - - - - 7

Article 5 - Grievance and Arbitration Procedures - - - - - 10

Article 6 - Labor-Management Relations Committee - - - - - 16

Article 7 - Mid-Term Bargaining- - - - - 17

Article 8 - Safety and Health - - - - - 18

Article 9 - Position Descriptions - - - - - 19

Article 10 - Performance Standards - - - - - 19

Article 11 - Training - - - - - 21

Article 12 - Actions Based on Unacceptable Performance - - - - - 22

Article 13 - Discipline - - - - - 23

Article 14 - Adverse Actions - - - - - 24

Article 15 - Incentive Awards - - - - - 25

Article 16 - Merit System Promotion and Detail - - - - - 26

Article 17 - Equal Employment Opportunity - - - - - 26

Article 18 - Employee Assistance Program - - - - - 28

Article 19 - Hours of Work - - - - - 28

Article 20 - Leave - - - - - 29

Article 21 - Contracting Out of Work - - - - - 30

Article 22 - Reduction-In-Force; Outplacement - - - - - 30

Article 23 - Volunteers - - - - - 31

Article 24 - Per Diem and Compensatory Time - - - - - 32

Article 25 - Use of Official Facilities By and Service To The Local - - 32

Article 26 - Voluntary Allotment of Dues - - - - - 33

Article 27 - Duration and Extent of Agreement - - - - - 35

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Appendix 1 Authorized Absence From Duty Form

Appendix 2 - Negotiated Grievance Form

PREAMBLE

This contract constitutes total Agreement by and between the Department of the Interior, Bureau of Land Management, Lakeview District Office, hereinafter referred to as the LDO, and Local 642 of the National Federation of Federal Employees, hereinafter referred to as the Local, for the employees of the the Lakeview District, hereinafter referred to as the Employees. Should, after review and approval in accordance with 5 USC 7114 (c), any part of this agreement be found by FLRA or Court decision to be in violation of the Law, the remaining portions of the contract will stay in effect.

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. RECOGNITION. The LDO, whose designated office head is the District Manager, hereinafter referred to as the LDM, recognizes that the Local is the exclusive representative of all employees in the bargaining unit described in Section 2 below.

Section 2. BARGAINING UNIT. This agreement is applicable to the bargaining unit consisting of all professional and non-professional employees of the Bureau of Land Management, Lakeview District Office, including temporary or seasonal employees, but excluding management officials; supervisors; and employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7).

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. GOVERNMENT REGULATIONS: In the administration of all matters covered by this agreement, the LDO the Local and the Employees are governed by existing or future laws or regulations of appropriate authorities, to the extent not prohibited by 5 USC 7116 (a) (7).

Section 2. MANAGEMENT RIGHTS: The LDO retains the right,

(a) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(b) in accordance with applicable laws,

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

2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

3. with respect to filling positions, to make selections for appointments from:

- i. among properly ranked and certified candidates for promotions; or
- ii. any other appropriate source; and

4. to take whatever actions may be necessary to carry out the agency mission during emergencies;

Section 3: At the election of the agency, the LDO and the Local may negotiate to determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

Section 4. FUTURE AGREEMENTS. The requirements of this article shall apply to all future agreements under this Agreement between the LDM and the Local.

ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Each Employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise provided, such right includes the right:

(a) To act for the Local in the capacity of a representative and the right, in that capacity, to present the views of the Local to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.

(b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.

(c) To invest their personal time and money, donate to charity, and participate in similar types of activities freely and without coercion.

(d) Nothing in this agreement shall require an Employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

Section 2. An Employee has the right to bring matters of a personal concern directly to the attention of his immediate supervisor or other appropriate officials of the LDO, without involving the local. When an Employee raises a matter of personal concern, due consideration will be given to the matter.

Section 3. Each Employee has the right to have the LDO and the Local apply all provisions of this agreement fairly and equitably to all Employees without regard to race, color, religion, sex, age, marital status, national origin, physical or mental handicap, or labor organization membership as prescribed in existing regulations.

Section 4. Employees are responsible for the work assigned them by their supervisors.

Section 5. Employee Orientation; All new Employees will be informed by the LDO that they are members of a bargaining unit and that Local 642 of the National Federation of Federal Employees is the exclusive bargaining agent. If provided by the Local, the LDO will include a copy of the contract and a list of the Local officers and stewards in all orientation packets.

Section 6. In the event an employee is subject to physical threat or violence, it will be immediately brought to the attention of the supervisor. If, in the opinion of the Employee and/or supervisor, the assault and/or threat is sufficiently severe, the proper law enforcement officials may be notified.

Section 7. Temporary Employees will be informed of the Bureau's authority for non-competitive rehire as authorized by OPM at the time of their orientation when entering on duty.

ARTICLE 4

RIGMTS AND RESPONSIBILITIES OF THE LOCAL

Section 1. RECOGNITION

(a) The LDO recognizes the Local and its duly elected officers as the exclusive representative of the bargaining unit members.

(b) The LDM recognizes the duly elected Employee officers of the Local. The Local shall provide to the LDM a list of names and titles of such officers on an annual basis. In addition, the Local shall maintain a up to date copy of this list posted on the Local's bulletin board area.

(c) The LDO will recognize a District Lead Steward selected by the Local. This steward is recognized as the official spokesperson with authority to act on behalf of the Local in formal discussions, grievances, "Weingarten right" matters, and as the formal contact point point for changes in working conditions. The Local shall provide to the LDO, post, and update the name of the District Chief Steward.

(d) The LDO will recognize two stewards selected by the Local. These stewards are recognized as official spokespersons with authority to act on behalf of the Local in formal discussions, grievances, and "Weingarten right" matters. The Local shall provide to the LDO, post, and update the names of the stewards and the organizational units they represent.

(e) The LDM will recognize representative of the NFFE only if the LDO is provided 5 days notice of any visit by a NFFE national representative. Upon such notice, NFFE national representatives may represent Employees and participate in meetings between the LDM and the Local. Under no circumstances shall these visits interfere with LDM operations and work. All Bargaining Unit members involved in these visits during work hours shall be on annual leave unless explicitly allowed for in Section 5.

Section 2. REPRESENTATION:

(a) The LDM will afford the Local the opportunity to be represented at formal discussions between one or more representatives of the LDM and one or more Employees in the unit or their representatives when the topic of the discussion is a formal grievance or any personnel policy or practices or other general condition of employment, except when the discussions are conducted pursuant to Title VII of the 1964 Civil Rights Act, as amended and related statutes. The Local's representative will be allowed to ask questions, and present the views of the Local on the issue at hand, but shall not dominate or otherwise interfere with managements conduct of the meeting.

(b) Not withstanding (a) above, the LDM will not accept responsibility for notifying the Local of grievance meeting's that the LDM does not initiate or other meetings such as Organizational Development meetings.

(c) If, during an examination of an Employee in the unit by a representative of the LDM in the course of an investigation, the Employee reasonably believes that the examination could result in disciplinary action against that Employee, and the Employee requests representation by the Local during the meeting in accordance with 5 USC 7114(a)(2)(B); the LDM will terminate or suspend the meeting, and, if the meeting continued, arrange for the presence of the first available steward. The Local's representative will be allowed to ask questions and state the views of the Local on the issue at hand, but will not dictate answers or otherwise interfere with the conduct of the investigation.

Section 3. STEWARDS:

(a) It is agreed by the LDO and the Local that their common interests will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.

(b) The steward will function as the representative of the Employees in his/her representational area for labor management matters, and shall be selected from the employees in that area. Employee Local officers are permitted to perform steward duties, only if a steward is unavailable.

Section 4. RESPONSIBILITIES: Internal union business, such as, soliciting membership, collecting dues, campaigning and electing officers, posting and distributing literature, and union meetings will be conducted in non-work areas during non-duty hours of the Employees involved. For this purpose, lunch is considered non-duty time.

Section 5. USE OF TIME FOR LABOR MANAGEMENT RELATIONS:

(a) To the extent to which the Local's representatives from the bargaining unit do not exceed the number of the LDM representatives, Local representatives will be allowed official time to meet with LDM representatives for negotiations of a collective bargaining agreement, and to attend impasse proceedings in accordance with federal regulations. The official time shall be limited to the time the Employee otherwise would be in a duty status. No overtime will be paid for any such activities under this article.

(b) When the Federal Labor Relations Authority (FLRA) determines that Local representatives from the bargaining unit must appear before the FLRA on matters concerning the LDO, they will be authorized official time during the time the Employee otherwise would be in a duty status. No overtime will be paid for any such activities under this article.

(c) A reasonable amount of official time may be granted for Employees to accomplish the following. No overtime will be paid for any such activities under this article.

1. Stewards, elected officials of the Local and other representatives appointed by the Local to represent the Local on committees established by the LDM and to which the Local is invited to send a representative(s).

2. For a steward and/or Employee to present a grievance at Steps 1, and 2 of the grievance procedure.

3. For grievant, a steward functioning as a representative, and Employee(s) serving as witness in an arbitration.

4. For an appellant, steward functioning as a representative, and Employee(s) serving as a witness in a statutory appeal.

5. For a steward or elected official assigned in the district to represent the Local at non-grievance meetings under 5 USC 7114(a)(2)(A).

6. For a steward to act as representative of the Local in examinations pursuant to 5 USC 7114 (a)(2)(B).

7. For a steward and/or Employee to travel to/from and present their position to a PIPR Review Panel under BLM manual 1400-430 procedures.

(d) Up to 72 hours of official time may be granted each fiscal year for Employees to accomplish the following. No overtime will be paid for any such activities under this article. For the first year of this contract, an additional 58 hours, not subject to accumulation, will be available.

1. For Employees who are stewards or elected officials of the Local to be excused from duty, workload permitting, to attend training approved by the LDM in the annual training plan which is designed to advise representatives on matter relating to their representational duties within the scope of the 5 USC 71, and is of mutual benefit to the LDO and Local. The LDO will not pay course fees and any other costs incidental to this training. The Local will submit an agenda of the proposed training normally at least six weeks in advance so that the LDO can determine whether such training consists of matters which are of mutual benefit.

2. For a steward to investigate a grievance by reviewing relevant documents or interrogating witnesses and managers, and to prepare presentations for grievance meetings.

3. For a steward to serve as a silent observer at a grievance meeting when an employee(s) chooses to represent him/herself, if the stewards chooses to be present.

4. For elected officials of the Local to prepare financial reports and other reports required by law or regulatory agencies.

Unused portions of this time may be accumulated up to a ceiling of 120 hours. At the end of each fiscal year, a review of the total time used will be made. 50% of the time not used may be carried over into the next fiscal year, up to the ceiling limit.

(e) Reasonable time will be that minimum time, consistent with LDM needs, available to efficiently accomplish the task.

(f) The Local and the LDM mutually agree that the efficient use of official time for labor management relations activities is in the best

interest of both parties. Local stewards and officers and other Employees engaged in authorized labor management relations activities will confine their activities to only the business for which their temporary absence from duties was authorized. They will return to normal duties immediately upon completion of labor management relations activities.

(g) For the mutual benefit of the LDM and the Local, all stewards and officers and other Employees requiring time away from their normal duties for authorized labor management relations activities will request such time in advance from their immediate supervisor; or in their absence, the District Manager or designee. Upon request by stewards and officers and other Employees and approval by the immediate supervisor or designee, the immediate supervisor or designee will request approval from the immediate supervisor or designee of the steward or officer or Employee to be contacted. Such approvals will be granted subject to the requirements of work/job accomplishments, as determined by the supervisors or designees. Denial of either such requests will be based solely on workload considerations and will include an alternate scheduled time within five (5) work days. In order to maintain a record of the use of official time used in labor management relations, stewards and officers and Employees requesting and receiving approval for time away from normal duties for labor management relations activities will complete the Authorized Absence From Duty Form (see Appendix 1). This form will be left on the Employee desk during their absence. Upon return to duty, the original of the completed form shall be kept by the supervisor and the copy retained by the user.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. COMMON GOALS: Both the LDM and the Local strongly endorse the concept that individual grievances should be resolved fairly and at the earliest possible step in the grievance procedure. In order to achieve this end, the following procedure is established as the sole procedure available for the processing of matters covered by this grievance procedure for Employees, the LDM and the Local.

Section 2. LOCAL REPRESENTATIONAL RIGHTS:

(a) Consonant with the Local's responsibility to represent all Employees, it will be the responsibility of the Local to counsel Employees in a fair and objective manner as to the validity of potential grievances, whether the grievance is warranted and whether the relief sought is believed by the Local to be legal, feasible and appropriate. The Local will make every effort to discourage grievances of a frivolous or capricious nature, and has no obligation to represent an Employee whose grievance is without merit.

(b) In order to accomplish the objectives of the grievance procedure, the Local shall be afforded the opportunity to be present at any meeting under this grievance procedure. Only the Local may represent an Employee(s) in this procedure. However, any Employee(s) may personally present a grievance and have it adjusted.

Section 3. SCOPE:

(a) A grievance will be accepted from:

1. Any Employee or the Local concerning any matter related to the employment of the Employee(s).

2. Any Employee, group of Employees, the Local or the LDM concerning;

a. the effect or interpretation, or a claimed breach of this agreement; or

b. a claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

(b) A grievance will be in writing and shall contain a request for the personal relief of the grievant(s). Personal relief means a remedy subject to the control of the LDM appropriate to the matter being grieved, benefiting the grievant(s), and may not include a request for disciplinary or any other action affecting another employee or manager. The exceptions to this grievance procedure are as follows:

1. Any claimed violation of the prohibited political activities contained in Subchapter III, Chapter 73 of 5 USC;

2. Retirement, Life Insurance or Health Benefits Insurance determinations (5 USC 7121);

3. Suspensions or removals for national security reasons under 5 USC 7532;

4. The process of examination, certification or appointment (5 USC 3301);

5. The classification of any position which does not result in the reduction in grade or pay of an Employee (5 USC 5112 and 5346);

6. The termination of a temporary appointment or promotion at the end of the temporary appointment or promotion, or for lack of funds, or for lack of work.

7. A preliminary warning or notice of an action, which, if effected, would be covered by the grievance procedure, an appeal procedure or would be excluded from such coverage;

8. Monoadoption of a suggestion or disapproval of a quality increase, performance award or other kind of honorary or discretionary award;

9. A decision which is appealable to the Merit System Protection Board, except for such matters as those covered by Section 4 of this article.

10. Nonselection for promotion from a group of properly ranked and certified candidates.

11. The termination of a probationer. (5 CFR 315).

12. The content and application of performance appraisals.

Section 4. STATUTORY APPEALS: An aggrieved Employee affected by a prohibited personnel action (5 USC 2302(b)(1)), unacceptable performance (5 USC 4303), or adverse action (5 USC 7512) may raise the issue under this negotiated grievance procedure or the statutory procedures outlined below, but not both.

(a) Matters relating to prohibited personnel practices may be processed, at the Employee's discretion, through the EEO statutory appeal procedure or under this negotiated grievance procedure. The Employee will enter the grievance procedure at the first step grievance stage or the Employee may enter the EEO complaint procedure at the informal counseling procedure stage. This does not preclude an Employee from discussing with an EEO Counselor or steward the available options before entering either process.

(b) Matters relating to unacceptable performance or adverse action may be processed, at the Employee's discretion, through appeal to the MSPB within the Boards 20 day time limit, or under this negotiated grievance procedure, within 15 days of the notice of such action from the State Director. The grievant shall enter the grievance procedure at the request for "arbitration" stage.

Section 5. PROCEDURES: The following procedures are established for the prompt and orderly resolution of grievances. The Employee(s), Local or LDM will promptly initiate any grievances, no later than 14 days from the occurrence of the matter out of which the grievance arose, or the time the party became aware or should reasonably have become aware of being aggrieved. For continuing practices, the party may grieve anytime during the life of the practice. During all meetings scheduled under this article, all participants will deport themselves respectfully towards all other participants, listening attentively to opposing views. All "days" referred to in this article are calendar days, excluding Federal holidays. All time limits may be extended by mutual agreement of the Local and LDM. The initiator of a grievance may terminate it by written notification to the other party unless the Local and the LDM mutually agree to proceed. Failure of the initiating party to comply with any time limit shall constitute grounds for denying or terminating the grievance. Failure by the respondent to respond within any time limit will allow the grievant to proceed to the next level. No new issues will be raised by either the Local or Employees after the second step has been initiated. If similar grievances are presented at approximately the same time, they may be treated as a group grievance. No precedent will be established by any settlement made or offered in the first step of this grievance procedure. The official record of the grievance will be the written record; oral representations will be used to explain and supplement the record, but will not expand or add to the grievance.

(a) **First Step Grievance:** An Employee(s) alleging a grievance as specified in Section 3 above, shall initiate the grievance by timely presenting the matter and the relief sought. The presentation will be oral and written; and to the First Level Supervisor. The supervisor will give full consideration to all available facts, consult with any other personnel who may be able to assist in resolving the matter and shall respond orally and in writing within 14 days with a decision to the Employee(s) and any Local Representative, if designated. The decision will include its rationale and any alternate solutions offered. This decision will indicate the grievant's option to proceed to the second step of the grievance procedure, if dissatisfied with the first step decision. No new issues may be raised by the grievant after beginning the grievance.

(b) **Second Step Grievance:** If the Employee is dissatisfied with the solution proposed at the first step, the grievant may, within 14 days of receipt of the first step decision, present the grievance in writing to the District Manager, who will assign the grievance to a Supervisor in the district, other than the supervisor who received the grievance in the first step. The second step grievance shall include all known and relevant information and specify the provisions of the agreement or law, rule or regulation alleged to have been violated, the result of the first step settlement attempts and the relief sought. The supervisor or designee may interview any personnel who have relevant information. The supervisor will issue a written response to the grievance within 14 days of the formal presentation of the grievance. The written response will include rationale and any alternate solutions offered. The decision will indicate the grievant's option to proceed to the third step of the grievance procedure, if dissatisfied with the second step decision. A grievance by the Local will be initially filed at this step of the grievance process. Management will have 28 days to respond to a Local grievance first filed at this step.

(c) **Third Step Grievance Procedure:** If dissatisfied with the decision reached in step two, the Employee or the Local may, within 14 days refer the grievance to the District Manager. The District Manager will review the case. A decision will be rendered in writing to the Employee or Local within 28 days of receipt of the written grievance. This reply shall contain the reasons used to substantiate the decision.

(d) **Management Grievance:** If the LDO is dissatisfied with some matter within the scope of the grievance procedure, it may initiate a complaint by stating the matter at issue and any relief requested in writing to the Local President. A meeting will be scheduled at the earliest mutually agreeable time, but no later than 14 days from the request, between an equal number of representatives of the Local and LDO. The Local President will render a decision on the grievance within 14 days of the meeting. If the LDO is not satisfied with the decision, within 14 days the LDO may request a review of the decision in writing, giving the basis for its requesting that review. The President of the Local shall respond to that request within 28 days of receipt of the request. No new issues may be raised by the LDM after beginning the grievance.

Section 6. RIGHT TO ARBITRATION: If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Local or the

LDM either as grievant or as representative of the Employee(s), may refer the issue to arbitration within 14 days of the final decision of the respondent. The request to refer an issue to arbitration must be in writing, signed by the President of the Local or designee; or the District Manager or designee.

Section 7. SELECTING THE ARBITRATOR: Within 20 calendar days from the date of receipt of a valid arbitration request, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service to submit a list of 7 impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. The parties shall meet within ten (10) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the LDM and the Local will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. A flip of a coin called by the Local will determine who shall strike the first name.

Section 8. FEES AND EXPENSES: Each party shall bear the expense of preparing and presenting its own case. The arbitrator's fees and expenses shall be shared equally by the parties, except for the first arbitration during the life of this contract, the fees shall be borne 25% by the Local and 75% by the LDO. The cost of a transcript shall be borne by the party or parties requesting one.

Section 9. ARBITRATION PROCESS:

(a) The process to be utilized by the arbitrator may be one of the following:

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

2. An "arbitrator inquiry" can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements.)

3. An "arbitration hearing" should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

(b) The parties may mutually agree on "stipulation of facts to the arbitrator" or they may request an "inquiry" or "hearing".

(c) An arbitration "inquiry" or "hearing" will be held at a place selected by the LDM within the District headquarters town, or Klamath Falls, as appropriate, during the regular work hours of the basic work week.

Questions concerning whether or not a witness(es) is necessary will be resolved by the arbitrator.

Section 10. TIME LIMIT: The arbitrator will be requested to render his or her decision to the LDM and the Local as quickly as possible, after submission of the stipulation of facts to the arbitrator or receipt of the transcript, as applicable, unless the parties otherwise agree.

Section 11. ARBITRATOR'S AUTHORITY:

(a) The arbitrator's decision(s) shall be in writing and shall be final and binding. The arbitrator's authority shall be limited to determining whether or not there are valid grounds for the grievance and whether or not the personal relief requested is appropriate for the facts of the grievance. If the arbitrator determines that there are valid grounds, but that the personal relief initially requested is inappropriate, the arbitrator may substitute for it any compromise relief offered anytime during the processing of the grievance. The arbitrator shall have no authority to add to or to modify any terms of the Agreement or any law, rule or regulation of the Bureau of Land Management, Department of the Interior, Office of Personnel Management, General Services Administration, General Accounting Office, Department of Labor, Equal Employment Opportunity Commission, Federal Labor Relations Authority, or any other agency of the Executive Branch of the Federal Government having rule making authority affecting the LDM.

(b) In considering grievances, the arbitrator will hold the respondent to the grievance to the following burden of proof, consistent with 5 USC 7701 (c)(1):

1. For matters of unacceptable performance or other matters not appealable to the MSPB, a burden of substantial evidence will be used. Substantial evidence is that degree of relevant evidence which a reasonable mind, considering the record as a whole, might accept as adequate to support a conclusion that the matter asserted is true.

2. For matters concerning adverse actions or other matters appealable to the MSPB, a burden of the preponderance of the evidence will be used. The preponderance of the evidence is that degree of relevant evidence which a reasonable mind, considering the record as a whole, might accept as sufficient to support a conclusion that the matter asserted is more likely to be true than not true.

(c) The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of grievability and/or arbitrability shall be submitted by either party to the arbitrator in writing, to be decided in a separate hearing unless otherwise mutually agreed upon.

(d) The arbitrator may award reasonable attorney fees in accordance with standards established under section 5 USC 7701(g).

Section 12. EXCEPTIONS: Within twenty (20) calendar days after receipt of the arbitrator's decision, the parties to the arbitration will notify one

another in writing whether or not they are filing for an exception to the Federal Labor Relations Authority (FLRA) in accordance with Authority procedures. An exception to the arbitrator's decision must be filed, within thirty (30) days beginning on the date of the award, with the FLRA. If no exception is filed, the arbitrator's decision and remedy will be effected as quickly as possible. If an exception is filed, it shall automatically act as a stay of the remedy.

ARTICLE 6

LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1. GENERAL: The LDO and the Local agree to establish a Labor-Management Relations Committee (LMR Committee). The purpose of the Committee is to provide for an exchange of views between the Local and the LDO and discuss various situations in the District, but it will not be a formal negotiation session. The LMR Committee meetings will not normally be used to discuss individual grievances, but discussions may cover problems that have or may lead to grievances.

Section 2. MEMBERSHIP: The LMR Committee will consist of six (6) members, three (3) each appointed by the LDO and the Local. The LDO's members will consist of at least three managers, one of which will be an experienced negotiator or person trained in LMR. The Local's members will consist of at least the District Lead Steward, one experienced negotiator or steward and one other. One person may fulfill more than one of these criterias.

Section 3. CONSULTATION:

(a) In the event of a change in personnel policies, practices or matters affecting working conditions not explicitly covered by this agreement, the LMR Committee will constitute the basis for consultation between the LDO and the Local. It will act in an advisory capacity to discuss aspects of these changes and attempt to resolve any differences. Should consensus be achieved, the committee will present its written recommendations to the LDM. Should the LDM agree to the committee's recommendations, the policy shall be implemented as approved by the LDM, without negotiations.

(b) The Local may refer the matter to negotiations in accordance with Article 7 of this contract if the LMR Committee can not reach a consensus or if the LDM does not agree to the recommendations in whole or in part. If the LDM does not agree with the recommendations, he may provide to the District Lead Steward a written explanation for not accepting them.

(c) The LDO and the Local mutually recognize the prerogative of the LDO to institute, upon notice to the Local, changes in personnel policies, practices and working conditions to the extent that they do not contradict

this contract. The LDO will notify the District Steward prior to implementation of those changes as soon as possible after becoming aware of any change to be made. The Local will be given a reasonable period, consistent with the circumstances, to respond. Both the LDO and the Local may refer matters to negotiations without reference to this procedure.

Section 4. MEETINGS: The LMR Committee will normally meet during the second week of the month, at the Lakeview District Headquarters. This schedule may be changed by mutual agreement. Specific items for discussion will normally be provided by the first Monday of the month so that everyone may be fully prepared. If no matters are present for discussion by either the Local or the LDO by the first Monday, no regularly scheduled meeting will take place. However, if either party presents items for discussion later in the month, that month's meeting will take place within ten days. Additional meetings may occur by mutual agreement. Meetings will not normally exceed two (2) hours, but may be extended by mutual agreement.

Section 5. OFFICIAL TIME: Committee members will be on official time. Meetings will normally take place at the District Office during regular duty hours, although they may extend beyond. The meetings will be conducted in as short a time as the agenda permits.

Section 6. CHARGES OF UNFAIR LABOR PRACTICES: The LDO and the Local agree that the prompt resolution of Unfair Labor Practice charges is in the best interest of the public, the Local and the LDO. Therefore, the parties will use the following procedure: Before either party formally presents a ULP charge to the FLRA, the matter will be fully presented to the other party. The matter may be mutually referred to the LMR Committee. Efforts at informal resolution of the ULP will continue after the charge is filed.

ARTICLE 7

MID-TERM BARGAINING

Section 1. POLICY: In accordance with 5 USC 7116 (a) (7), during the duration of this agreement, no rule or regulation, other than those implementing government-wide policy against prohibited personnel practices, shall be enforced if it conflicts with any portion of this agreement and was not in effect on the date this agreement takes effect.

Section 2. SCOPE: Matters appropriate for negotiations are personnel policies, practices and general working conditions, the procedures that the LDO will use in exercising its management rights and arrangements for employees adversely affected by the exercise of management's rights. The extent to which

these areas may be negotiated, pursuant to 5 USC 7117, is governed by Law, Executive Orders, government-wide regulations (i.e. GSA, OPM) and published agency policies and regulations of the Department of Interior and Bureau of Land Management for which a compelling need exists as determined under the criteria established by the FLRA.

Section 3. CONTRACT ADMINISTRATION: In event of a change covered by the scope of negotiations, the LDO will notify the District Lead Steward, pursuant to Article 6, Section 3 (c). The LDO and the Local may mutually agree to refer the matter to the LMR Committee, refer the matter for negotiations if consultation does not reach consensus, or either party may immediately refer the matter to negotiations. If agreement is reached in such negotiations, they will be reduced to writing and signed by the LDM and the Local President as a supplement to this agreement. This Supplemental Agreement will be final and binding on the parties upon its review by Bureau Headquarters in accordance with 5 USC 7114 (c). Such supplemental agreements shall not change, alter or modify this Basic Agreement.

ARTICLE 8

SAFETY AND HEALTH

Section 1. The LDO shall continue its effort to carry out its Occupational Health and Safety Program.

Section 2. The Local may nominate three Employees, and the LDO will select one to appoint to the District Safety Committee.

Section 3. LIGHT DUTY ASSIGNMENTS. An Employee who is temporarily unable to perform his/her regular assigned duties because of illness or injury, but may be capable of returning to or remaining in a duty status, may be considered by the LDM for other work assignments compatible with the Employee's physical condition, and consistent with the LDO's work needs and budget. This would not restrict management's right to fill or not fill a position from any appropriate source.

Section 4. SAFETY EQUIPMENT. In accordance with Bureau policies and practices the LDM agrees to provide and maintain safety equipment, personal protective equipment, and devices that are reasonably necessary to protect Employees, and consistent with applicable Federal laws and government-wide rules or regulations.

Section 5. SMOKING: The present District Smoking policy will continue in effect, pending the issuing of new GSA regulations. Following the issuance of

such regulations, the LDO and the Local will refer the matter to the LMR committee for discussion, and, if appropriate, negotiate over the matter. When an Employee is under Doctor's orders to work in a smoke-free environment, the LDO will make reasonable efforts to accommodate the Employee.

ARTICLE 9

POSITION DESCRIPTIONS

Section 1. Each Employee will be provided with a position description, and any changes thereto. The LDO is responsible for insuring that position descriptions contain an accurate statement of the grade controlling duties of the position.

Section 2. Whenever action is proposed to modify or change an Employee's position description, the Employee who will be afforded an opportunity to comment on the proposed position description or modification.

Section 3. Employees who believe that their position description no longer adequately reflects their assigned duties, classification series or grade are encouraged to discuss the matter with their supervisor, and may prepare a draft revision of their position description in accordance with appropriate guidelines for writing position descriptions. After the LDO has reviewed the proposal and made any necessary changes or revisions, the LDO may, if appropriate, forward it to the State Office for classification action.

Section 4. When Employees believe that their job title, series or grade are in error, and they are not satisfied by LDO efforts to remedy the situation, they will be furnished, upon request, information on statutory appeal procedures set forth in applicable regulations.

ARTICLE 10

PERFORMANCE STANDARDS

Section 1. GENERAL POLICY: The LDO and the Local recognize the right and obligation of the LDO to evaluate the performance of all Employees in accordance with 5 CFR 43, applicable Department and Bureau regulations, and this article.

Section 2. PERFORMANCE STANDARDS: The identification of job elements and the establishment of performance standards and levels of performance will be done by the LDO. Employees may participate in the process of establishment of the performance standards and levels of performance through supervisory discussions or written comments. The performance elements and standards will be documented on the PIPR form, signed by the supervisor and offered to the Employee for signature, with a copy for the Employee. Performance elements identified as critical elements will be so noted. Further amendments may be made during the rating year, and those amendments will be noted with the supervisors initials and offered to the Employee for initialing.

Section 3. CHANGES: The LDO may modify PIPR's during the course of the year. If Employees receive assignments during the course of the year that they would like to have added to their PIPR, or which they feel would adversely affect their ability to meet their PIPR standards, Employees may request in writing such changes and modifications.

Section 4. PERFORMANCE REVIEW AND STANDARD APPLICATION

(a) The evaluation given Employees by their supervisor will be prepared in accordance with the following:

1. The supervisor will discuss the Employee's job performance with the Employee in private surroundings.

2. If the supervisor has identified shortcomings in the Employee's performance, the Employee will be notified when the problem is perceived as well as at the 6 month or mid-point discussion. The supervisor will suggest ways for the Employee to improve the quantity, quality and/or timeliness of work, and/or the Employee's courtesy to the public, in order to more satisfactorily perform the duties at expected levels.

3. The annual performance evaluation will be documented and a copy provided to the Employee.

(b) If the Employee is dissatisfied with the performance evaluation, s/he may request a PIPR Review Panel.

Section 5. The performance of temporary Employees will be appraised in accordance with Bureau manual 1400-430 and this contract. If a temporary Employee disputes the rating, s/he will be informed of the available recourse.

ARTICLE 11

TRAINING

Section 1. GENERAL PROCEDURES: It is the Employee's responsibility to maintain proficiency in connection with assigned duties. The efficiency of operation and conduct of training and development activities for Employees are the responsibilities of the LDO. When a need is determined by the LDO, training may involve such approaches as cross training, directed reading, learning center usage, correspondence, on-the-job training, formal classroom training, and resident and non-resident courses available in Government and non-Government activities. The LDO will consider the views presented in writing by the Local. Employees are expected to take full advantage of opportunities presented by the LDO to further their proficiency.

Section 2. ON-THE-JOB-TRAINING: If an Employee is assigned to train an Employee, the supervisor may, if necessary, provide additional help in the position to compensate for the time spent training the Employee. If an Employee's work falls behind due to training another Employee, the LDM may provide help to bring the work up-to-date, modify the Employee's PIPR to reflect the new level, or take other appropriate actions to assure that a training assignment does not reflect poorly on the overall work assignment of an Employee.

Section 3. AFTER HOUR TRAINING EXPENSES: Employees share responsibility for their own career development and are encouraged to take advantage of such courses on their own time. Requests for tuition reimbursement of such training must be submitted 30 days prior to registration if the employee wants advance tuition assistance and will be approved or disapproved within seven (7) days of registration whenever possible. This program is dependent on the availability of funds, and the job-relatedness of the courses.

Section 4. USE OF EQUIPMENT: The LDM agrees to make available to all Employees enrolled in approved training courses academic aids such as desk calculators, or standard electric typewriters, if available within their work areas, for use on the premises of the LDO at mutually agreeable times during the Employee's non-duty hours.

Section 5. TRAVEL TO TRAINING. When the LDM requires an Employee to travel outside the regularly scheduled workweek, the Employee will be paid in accordance with whatever overtime entitlement the Employee has under 5 USC or FLSA, as appropriate.

ARTICLE 12

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. GENERAL PROCEDURES: In accordance with the appraisal system required by 5 USC 4302, an Employee may be removed, or demoted for unacceptable performance under 5 USC 4303, appropriate Departmental and Bureau regulations, and this article. The LDO will give Employees a reasonable time to demonstrate acceptable performance before initiating any action under this article.

Section 2. PROCEDURES:

(a) An Employee whose removal or demotion, based on unacceptable performance, is proposed by the LDO will receive a 30 days advance written notice which informs the Employee:

- (1) of the nature of the proposed action.
- (2) of the specific instances of unacceptable performance by the employee on which the action is based.
- (3) of the critical elements of the Employee's position involved in each instance of unacceptable performance.
- (4) the time to reply
- (5) that the Employee's performance will be evaluated at the end of the 30 days notice;
- (6) that the Employee has the opportunity to be represented by a steward or other representative.
- (7) that the Employee will have the right to prepare and present an oral and/or written response, and will receive a written decision with appeal rights.

(b) If the evaluation at the end of the period is unfavorable to the Employee, the LDO will proceed to take appropriate action.

(c) The decision will be concurred with by an official who is in a higher position than the official who proposed and decided the action.

Section 2. Any decision letter to an Employee, stating that action under 1(b) of this article will be taken, will inform the Employee of the opportunity to appeal the action to the Merit Systems Protection Board, or be grieved under the negotiated grievance procedure of this Agreement, but not both.

ARTICLE 13

- DISCIPLINE

Section 1. GENERAL: A disciplinary action for the purposes of this Article is defined as a written warning, reprimand, or a suspension from employment for fourteen (14) calendar days or less that is documented in the Official Personnel Folder.

Section 2. PROCEDURES: If the LDO proposes to suspend an Employee for fourteen (14) calendar days or less the following procedures shall apply:

(a) The LDO shall provide the Employee with advance written notice, stating the reasons for the proposed action with sufficient specificity so as to enable the Employee to prepare a response.

(b) The Employee may respond orally and/or in writing, including the opportunity to furnish affidavits and/or other documentary evidence in support of the response. The Employee will be allowed a reasonable amount of time, normally working 3 days, to prepare a response. Extensions of this time period may be granted if requested in writing by an Employee for demonstrated and valid reason. The LDO will decide on a case-by-case basis depending on the merits.

(c) The notice will advise the Employee of the opportunity to be represented, as appropriate, by a steward of the Local or by another representative.

(d) The appropriate management official will issue a final written decision as soon as practicable, stating the specific reasons, including a statement of the Employee's entitlement to grieve as provided for in this Agreement.

Section 3. Written Warnings and Letters of Reprimand will contain a statement informing the Employee how long it will be maintained in the OPF, from six months to two years.

Section 4. Copies of the notice of proposed action, the answer of the Employee if written, a summary thereof if made orally, the notice of decision and reasons therefore, and any order affecting the reprimand or suspension, together with any supporting material, shall be maintained by the LDO and shall be furnished to the Employee affected upon request. Copies shall be furnished to the Merit System Protection Board upon its request.

Section 5. EXCLUSIONS: This Article does not apply to Employees who are serving a probationary or trial period under an initial appointment or who are in a temporary appointment limited to one (1) year or less.

ARTICLE 14

- ADVERSE ACTIONS

Section 1. GENERAL: The LDO and the Local agree that Adverse Actions against all Employees will be in accordance with applicable rules, regulations and this article, and will only be taken for such cause as will promote the efficiency of the service.

(a) An adverse action for the purposes of this Article is defined as:

- (1) a removal;
- (2) a suspension for more than fourteen (14) calendar days;
- (3) a reduction in grade or pay where 5 USC 5362 and 5363 are not applicable;
- (4) a furlough of thirty (30) calendar days or less.

(b) In addition to other statutory and regulatory exclusions, this Article does not apply to actions based on unacceptable performance which is covered under 5 USC 4303.

Section 2. PROCEDURES: In all cases of adverse actions, an Employee is entitled to:

(a) At least thirty (30) calendar days advance written notice 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. This notice shall state the reasons for the proposed action with sufficient specificity so as to enable the Employee to prepare a response.

(b) At least seven (7) calendar days to respond orally and/or in writing, including the opportunity to furnish affidavits and other documentary evidence in support of the response. Extensions to this time period may be granted if requested in writing by an Employee or designated representative for demonstrated and valid reason. Management will decide on a case-by-case basis depending on the merits.

(c) Be assisted by the Local in preparing a response.

(d) Upon request, access to copies of all the material relied on to support the reasons in the advance notice of proposed adverse action.

(e) A written decision and the specific reasons therefore, at the earliest practicable date.

Section 3. APPEAL RIGHTS: An Employee against whom an adverse action is taken under this Article is entitled to appeal to the Merit Systems Protection

Board, or grieve under the negotiated grievance procedure of this Agreement, but not both.

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Section 4. Termination of Probationary Employees:

a. The Local and the LDO recognize that the probationary period is an extension of the examining process.

b. A proposed notice of termination containing the reasons for the action will be given to the employee. The Employee may request a review of the decision to terminate from the District Manager.

Section 5. Termination of temporary employees:

a. The provisions of this section do not apply to terminations due to lack of work or funds.

b. Terminations of temporary employees will be made for such cause as will promote the efficiency of the Service.

c. Notice of termination will be provided to the employee in writing and will contain the reasons for the action. The notice will also inform the employee of his or her grievance rights.

ARTICLE 15

INCENTIVE AWARDS

Section 1. The goal of the Incentive Awards Program is to encourage Employees to maximize their individual efforts in contributing to the mission of the LDO. The LDO agrees to make available to all Employees who seek it, information which outlines the goals and procedures of the Incentive Awards Program.

Section 2. The LMR committee will be the avenue for the Local to review the accomplishments of the Incentive Awards Program. The Local may offer recommendations to improve consistency in the program, Employee awareness of the program and Employee participation in the program.

ARTICLE 16

MERIT SYSTEMS--PROMOTION AND DETAIL

Section 1. GENERAL POLICY: The Local and the LDO mutually agree that promotion actions will be in accordance with the merit system principles of 5 USC 23 and implementing Departmental and Bureau regulations. All positions which the LDO determines to fill by internal merit promotion procedures will be announced in accordance with the appropriate rules and regulations and will be publicized within the LDO to ensure that all Employees have sufficient opportunity to participate in the merit promotion plan.

Section 2. DETAILS: Details will normally be based on LDO needs in the interest of economy, efficiency, or effective employee utilization.

Section 3. TEMPORARY PROMOTIONS: Employees assigned to higher graded positions in the bargaining unit may be noncompetitively temporarily promoted in accordance with BLM policy. Competitive procedures will be used for assignments of more than 120 days.

Section 4. Non-selected Employees have the right to information regarding selection as defined in BLM Manual 1400-335. In grievances alleging that non-selection for promotion resulted from an improperly ordered certificate, the LDO will make available to the Local the aggrieved Employee's qualifications sheet and a sanitized copy of the rating panel's evaluation of all qualified applicants. The LDM will make available to an arbitrator any sanitized SF-171's of a person certified to the position in question for which the LDM receives permission to provide from the Employee originating the SF-171. Non-selection for promotion where proper promotion procedures have been followed is not grounds for a grievance.

ARTICLE 16

EQUAL EMPLOYEE OPPORTUNITY

Section 1. The LDO and the Local, in fulfilling their respective responsibilities, subscribe fully to the principle of Equal Employment Opportunity, as stipulated in Section 717 of the Civil Rights Act of 1964 and other laws, rules and regulations governing Federal Employees, and, in the administration of this Agreement shall not discriminate against any Employee because of age, race, color, religion, sex, national origin, mental or physical handicap.

Section 2. The LDO and the Local agree that no article in this contract shall be effective in a manner to preclude the LDO from satisfying its Federal Equal Opportunity Recruitment Program responsibility as set forth in Section 310, Public Law 95-454 which calls for the use of external and internal applicant pools to redress the underrepresentation of minority groups and women. The Local agrees to assist the LDO in achieving the goals established for the bargaining unit positions.

Section 3. The Local may nominate Employees for the LDO to consider appointing as EEO Counselors.

Section 4. The Local and the LDO may discuss in the LMR Committee ways to improve the quality of the EEO program.

Section 5. SEXUAL HARASSMENT: (a) The Local and the LDO mutually acknowledges that sexual harassment undermines the integrity of the work place and may not be condoned. Employees should have a work environment free of sexual harassment. Further, sexual harassment is a prohibited personnel practice when it results in discrimination for or against an employee on the basis of conduct not related to performance, such as the taking or refusal to take a personnel action, including promotion of employees who submit to sexual advance or refusal to promote employees who resist or protest sexual overtures.

(b) Sexual harassment will be defined in the LDO as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

(c) If an individual believes he/she has a problem of sexual harassment, the Equal Employment Opportunity complaint process or the appropriate grievance or appeal process can be followed. The affected individual may contact either the EEO Officer or a Personnel Assistant for further information.

ARTICLE 18

EMPLOYEE ASSISTANCE

Section 1. The LDO and the Local mutually recognize the benefits of the Employee Assistance Program.

Section 2. The Local will support the Employee Assistance Program and actively encourage Employees who are known to be troubled with alcoholism, or drug abuse problems affecting job performance and efficiency to seek assistance through the program.

Section 3. Employees having an illness or other problems relating to the use of alcohol or drugs will receive the same consideration and offer of assistance that is extended to Employees having any other illness. In addition, they will receive the specific services and assistance which this program may provide.

Section 4. Employees who suspect that they may have alcohol or drug problems are encouraged by the Local and the LDO to voluntarily seek counseling.

Section 5. All expenses incurred in the program for the direct benefit of an Employee will be borne by that Employee, except any expenses resulting from the diagnostic counseling process that may be paid by the program.

Section 6. Employees undergoing an acceptable prescribed program of treatment will be granted sick leave, annual leave, or leave without pay or any combination thereof in accordance with appropriate regulations.

ARTICLE 19

HOURS OF WORK

Pending the determination on the LDO's allegation of non-negotiability with reference to the Local's Section 3 relating to Alternate Work Schedules, both parties mutually agree to delay further negotiations on all their proposals in this Article. When a decision is rendered on the LDO's allegation, the parties agree to meet at a mutually agreeable time to conclude negotiations on all proposals in this article.

ARTICLE 20

LEAVE

Section 1. Annual leave; sick leave; maternity and paternity leave, military leave; administrative leave; holiday leave; leave without pay; court leave; and compensatory time will be granted, and/or earned in accordance with applicable statutes and regulations - i.e., FPM 630 and implementing Departmental (370 DM 630) and Bureau (1400-630) regulations.

Section 2: Annual Leave; Annual Leave is provided to allow each Employee an annual vacation period, and to provide for periods of absence for personal and emergency reasons. Supervisors will not denied or canceled leave for arbitrary or capricious reasons.

Section 3: Maternity and Paternity Leave;

a. Employees who are pregnant will be allowed to work as long as they and their doctors feel it is wise prior to delivery. By the middle of the second trimester, the LDO will be provided with a signed doctor's statement outlining any restrictions that may be placed on the Employee, and a request for sick leave for the expected period of incapacitation. Sick leave may be used for physical examinations and the period of incapacitation. Annual leave or Leave Without Pay may be used by the Employee for a period of adjustment or making arrangements for child care.

b. Following maternity leave an Employee will be assured continued employment in her position or a position of like status and pay provided the Employee's termination was not required by expiration of appointment, RIF, Cause, or other reasons not related to maternity. Employees who do not wish to return to work will advise the LDO of their plans prior to incapacitation.

c. Annual leave or Leave Without Pay may be requested for Paternity purposes. Paternity leave will be requested at least 3 months in advance.

Section 4: Military Leave; Career Employees who are members of the National Guard or Reserves may request 15 calendar days each calendar year for active duty or training, provided the Employee would otherwise be in a pay status. Military absences which are not chargeable to military leave can be charged to Annual Leave or Leave Without Pay.

Section 5: Court Leave; Employees, who would otherwise be in a pay status, and who are properly summoned by a court to serve as a juror, may be granted court leave of absence with pay for the entire period. Employees shall return to work if dismissed for a day or a part of a day that would allow for 2 hours of work. Jury fees shall be collected and forwarded to the DSC. The Employee can keep any excess of the jury fees over the amount of compensation due. Employees called as witnesses in their official capacity or on behalf of the Federal, State or Local government or when the Federal, State or Local government is a party to the court action shall be on official time.

ARTICLE 21

- CONTRACTING OUT OF WORK

Section 1. The LDO and the Local agree that the LDO has the right under 5 USC 7106 to determine how work may be done to accomplish the mission of the agency. The LDO will follow the appropriate laws, rules and regulations when making decisions on contracting out.

Section 2. The LDO will inform the District Lead Steward when the LDO determines that it will contract out activities which will cause the separation of a current Full Time Permanent Employee or adversely affect the grade and pay of a current Full Time Permanent Employee.

Section 3. The LDO will inform the Local when the LDO learns that a function is scheduled for an A-76 review. The Local will inform the LDO if it is notified through the NFFE consultation process that a function is scheduled for an A-76 review. Contracting may be further discussed in the LMR committee. The Local is encouraged to submit recommendations as to the most efficient and effective organization for the function under review within the time frame of the management study.

Section 4. The Local will be given a copy of the performance work statement when an Invitation for Bid or Request for Proposals is issued to the LDO for posting, or as soon as possible thereafter. The LDO will also inform the Local of how Employees will be affected and what the LDO may do to minimize the adverse effects on Employees.

Section 5. These matters may be further discussed in the LMR committee and/or referred to negotiations as appropriate.

ARTICLE 22

REDUCTION IN FORCE AND OUTPLACEMENT

Section 1. GENERAL INFORMATION: The decision to conduct a reduction-in-force (RIF) is a management right under 5 USC 7106(a). The implementation of a RIF will be administered by the LDO in accordance with appropriate regulations. Recognizing the LDO's and the Local's mutual interest in protecting Employees and the Local's interest in representing Employees, the Local will be afforded the opportunity to request negotiations on appropriate arrangements for Employees adversely affected.

Section 2. NOTIFICATION PROCEDURES. The LDO will notify the District Lead Steward of a proposed RIF prior to notifying the employees.

Section 3. CONSULTATION: Recognizing that RIF is a stressful situation for all parties involved, the LMR committee is recognized as the principle medium for passage of information from the LDO the Local, and Employees. Information concerning where the LDO's budget may not support positions, what positions may be targeted for RIF, what efforts can be made to assist Employees who may be effected, verifying that employees questions concerning proper interpretation of the regulations have been answered, and what outplacement efforts are in progress are examples of topics which may be discussed in the LMR Committee. The LMR committee will review retention registers upon the issuing of RIF notices.

Section 4. AVAILABILITY OF RIF DOCUMENTS: Retention registers and other RIF documents will be made available to the affected Employee(s) and his/her Local representative.

Section 5. OUTPLACEMENT. In the event of a RIF, where Employees are separated, the LDO will implement an outplacement program. The primary aim of this program will be to find a position in the Federal Service for each affected Employee commensurate with that Employee's skills and experience. The LDO and the Local will jointly encourage each Employee to see that his/her SF-171 is up to date as soon as a RIF is announced, and assist them in doing so. SF-171's will be used to match Employees with vacancies. Employees possessing skills in more than one area will designate those job areas in which they wish to be matched for consideration for vacancies. This section applies only to career or career-conditional Employees.

ARTICLE 23

VOLUNTEERS

Section 1: Recognizing that America is a nation of volunteers, and that it is in the mutual interest of the LDO and the Local to encourage Americans to take a personal interest in their Public Lands, the LDO and the Local agree to encourage Employees to encourage citizens with whom they are involved on a voluntary basis to include the Public Lands in their voluntary activities.

Section 2: The LDO and the Local mutually recognize that when volunteers are used in a manner inconsistent with the intent of the governing law and regulations, the conditions of employment for Employees can be adversely affected. For this reason, the LDO and the Local agree to express their concerns over the operation of the program in the LMR Committee. Employees will not be required to perform in the Volunteer Program without compensation.

ARTICLE 23

PER DIEM AND COMPENSATORY TIME

Section 1. Per Diem: Under normal conditions, Management will try to plan trip assignments far enough in advance so that if the employee needs a per diem advance, sufficient time will be available to request and receive the advance from the DSC. If an employee is not notified of travel in time to receive an advance from the DSC, an advance of appropriate funds will be allowed from Imprest Funds not to exceed the Imprest Fund limit and availability of funds.

Section 2. Compensatory Time: Employees may be granted compensatory time off in lieu of overtime payments if they are not covered by the Fair Labor Standards Act, or if they are covered by the Act and their entitlement under Title 5 is as great as the entitlement under the Act. For a Non-Exempt Employee to receive compensatory time off in lieu of overtime payments the Employee must request it.

ARTICLE 25

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. SPACE: The LDM agrees to allow the Local the use of the District Office conference room and the coffee room, or like space, for Local meetings after hours so long as these facilities are available in the office and cleaned up after use. On a case by case basis space may be made available to stewards for holding private confidential conversations, so long as it does not interfere or disrupt office routine.

Section 2. INTERNAL MAIL SERVICES: The Local may present to the mailroom mail addressed to the LDO.

Section 3. BULLETIN BOARD. The Local will be permitted the use of a 2' by 4' space on the bulletin board located in the coffee room for the posting of Local notices and literature. A similar space will be made available in the Klamath Falls Resource Area. All material displayed will be in good taste, and contain no personal attacks. The Local will maintain the bulletin board in a timely fashion, assuring that out-of-date notices and literature are removed.

Section 4. EQUIPMENT: The Local may, with prior approval, use after hours office equipment normally available to the employee using them. The Local may use photo-copy machines which are available for common official use by Employees; the Local will provide the paper for their copy needs. The

District Lead Steward will be allowed use of the WATTS line, as available, to contact the Federal Labor Relations Authority, the Federal Mediation and Conciliation Service, the Federal Services Impasse Panel, the Office of Personnel Management, and the Oregon State Office, BLM. As available, the LDO will allow the Local the use of one two drawer file cabinet, lockable if possible, or equivalent, and the space for it.

Section 5. COPIES OF THIS AGREEMENT: The LDO will provide one copy of this agreement to the Local. One copy of the agreement will be maintained in each Resource Area or Division in a conspicuous location by the LDO.

Section 6. POLICIES AND REGULATIONS: The basic rules and regulations covering Employees which are on hand in the LDO will be made available to representatives of the Local. The Local will make every effort to avoid disrupting normal work processes when using this material.

Section 7. LIST OF EMPLOYEES: The LDM agrees to furnish to the Local an up-to-date list of Employees in the Unit showing names, positions, title, and official duty station, when we distribute a similar list to the Employees.

ARTICLE 26

VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. PROCEDURES: The BLM shall continue to deduct Union dues from the pay of employees in the bargaining unit, subject to the following provisions:

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

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

(c) The President or other authorized officer of the Local shall notify the payroll servicing officer of the BLM when the Local's dues structure changes. The change will normally be effected at the beginning of the first full pay period after receipt of such notice. Such a change may be effected no more than once in a twelve (12) month period.

(d) Allotments will normally be effective at the beginning of the first full pay period after receipt of SF-1187's by the payroll servicing officer.

(e) The Local will promptly notify the payroll servicing officer in writing when a member of the Local is expelled.

(f) The BLM agrees to have the payroll servicing officer prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and forward it to the office designated by the Local. The check will be for the total amount of dues withheld for that pay period.

(g) The President will immediately notify the appropriate payroll servicing officer in writing of any change in the name and/or address of the payee.

(h) The BLM will submit with the remittance check a listing of the employees from whom deductions were withheld, and the amounts withheld. The Local will promptly notify the Employer of any due allotments that should be stopped because the employee is no longer in the bargaining unit.

(i) 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 submitting it directly to the payroll servicing officer. After receipt of such notice by the payroll servicing officer, revocation will become effective as of the first full pay period following the anniversary date of the employee's original authorization. The payroll servicing officer shall provide the Local appropriate notification of the revocation.