

Collective Bargaining Agreement
between
Bureau of Land Management Color Country District
and
National Federation of Federal Employees Local Lodge 2152



PREAMBLE

Pursuant to the policies set forth in the Federal Service Labor Management Relations Statute (Statute) (5 USC, Chapter 71), this Agreement is executed pursuant to the exclusive recognition of the National Federation of Federal Employees (NFFE), Local 2152, hereinafter referred to as the Union, as the certified bargaining agents for the United States Department of Interior (DOI) Bureau of Land Management (BLM) Bargaining Unit Employees defined in Article 1 and employed by the BLM-Color Country District (CCD), hereinafter referred to as Management. Pursuant to the policies set forth in the Statute, the Articles of this collectively bargained agreement (CBA) constitute an Agreement by and between the Union and Management, and collectively referred to as the Parties.

The Parties recognize the importance of building a constructive and cooperative partnership which will aid in achieving the mission of BLM Color Country District (CCD) and the well-being of the Employees. The Parties also recognize their respective rights and mutual obligations as part of effective Labor-Management relations, and agree to be bound by all applicable laws, Executive Orders (EO), regulations and the Articles of this Agreement.

- A. The administration of Public Lands demands the highest standards of professionalism and collaboration. The Union and Agency agree it is the responsibility of both Parties to maintain a productive and collaborative relationship. To this end, Management and the Union will:
1. endeavor to make BLM a model work environment through cooperation;
 2. adhere to the terms of this Agreement;
 3. treat each other professionally and with dignity and respect. Open disagreement between Parties is okay, but no personal attacks;
 4. promote a work environment free from intimidation, harassment or threatening behavior; and
 5. Management and the Union will strive to ensure that all Employees are treated with dignity, respect, and in a professional manner at all times.

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ARTICLE 1: UNIT DESIGNATION RECOGNITION

Management and the Union recognize that this Agreement is applicable to all Employees included in the Bargaining Unit described below.

THE BARGAINING UNIT

Bargaining Unit represented by The National Federation of Federal Employees (NFFE), Local 2152 (the Union):

Included: All professional, nonprofessional, and wage grade employees of the Color Country District, including its organizational subdivisions.

Excluded: Management officials, supervisors, employees with less than 90 day appointments, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2: EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 02.01 - PARTICIPATION IN THE UNION

- A. Each Employee shall have the right in accordance with 5 U.S.C. 7102 to form, join, or assist the Union, or to refrain from any such activity, freely, and without fear of penalty or reprisal. Except as otherwise provided by law, each Employee shall be protected in the exercise of such rights, as follows:
1. to act for NFFE in the capacity of a representative and the right, in that capacity, to present the views of NFFE to heads of agencies and other officials of the Government, the Congress, or other appropriate authorities;
 2. to engage in collective bargaining with respect to conditions of employment through representatives of the Union; and
- B. to not be coerced, discriminated against, interfered with, or restrained for filing a complaint or acting as a witness under the Statute.

SECTION 02.02 - THE RIGHT TO UNION REPRESENTATION

- A. Formal Discussion: The Union shall be given the opportunity to be represented at 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.
- B. Weingarten Right: An Employee has the right to be represented by the Union at any examination of the Employee by a representative of Management 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.
- C. Prior to Management conducting a meeting with an Employee, and Management is reasonably aware that disciplinary action may be taken against the Employee as a result of this meeting. Management will inform the Employee of their right to Union representation. The Employee will not be coerced in any way to defer Union representation during this meeting.
- D. If the Employee requests Union representation in a Weingarten meeting and a representative is not immediately available, Management will either: (1) provide a reasonable opportunity for representation; (2) stop the meeting; or (3) assure the Employee that no disciplinary action will be taken against them. In a meeting of this nature, the Employee is encouraged to document the discussion.
- E. Employees will be provided annual notification of their right to representation. Bargaining Unit Seasonal Employees will be notified of their right to representation during initial employment orientation.

SECTION 02.03 - OUTSIDE ACTIVITIES

An Employee shall have the right to engage in outside activities and employment and otherwise conduct their private life provided there is no conflict of interest with BLM employment.

Outside work or activities are permitted unless they are prohibited by statute or regulation, or would require (to avoid a conflict of interest) the employee's disqualification from matters central or critical to the performance of his or her official duties.

DOI regulation 5 C.F.R. § 3501.105 requires all Department employees to seek prior written approval from a Departmental or bureau ethics counselor before engaging in paid or unpaid work with a prohibited source.

SECTION 02.04 - POSITIVE WORK ENVIRONMENT

- A. It is the DOI's policy to promote a safe environment for its employees. DOI employees deserve to be treated with respect, dignity, and fairness. DOI is committed to working with its employees to maintain a work environment free from violence, threats of violence, harassment, intimidation, disruptive types of conflict, or other frightening behavior.
- B. It is the responsibility of the Agency to maintain a work environment free from intimidation, harassment and threatening behavior. Further, when seeking a remedy for problems related to the work environment, Employees will not be discouraged by the Agency or a Union representative from using the processes provided in this Agreement.

SECTION 02.05 - COMBINED FEDERAL CAMPAIGN (CFC) AND NON-WORK ACTIVITIES

The only fundraising activity permitted by law (5 CFR 950.602(b)) is contributions by employees to the Combined Federal Campaign (CFC). Employees will not be coerced by the Agency or other Employees to participate in CFC, donate to charity, participate in activities, meetings, or other undertakings not related to their employment with the Agency.

SECTION 02.06 - FAIR AND EQUITABLE TREATMENT

Employees will receive fair and equitable treatment in all aspects of employment with proper regard for privacy, rights as provided in this Agreement, protection against arbitrary action, personal favoritism, or coercion.

SECTION 02.07 - HEALTH AND SAFETY

Employees will be entitled to working conditions that are safe and in compliance with regulations pertaining to health and safety.

ARTICLE 3: MANAGEMENT RIGHTS AND OBLIGATIONS

SECTION 03.01 - CONFORMANCE TO LAW

In the administration of all matters covered by this Agreement, the Agency is governed by all applicable laws, rules, and regulations.

SECTION 03.02 - RETAINED MANAGEMENT RIGHTS

- A. The Agency retains its rights in accordance with 5 USC 7106 to:
1. determine the mission, budget, organization, number of Employees, and internal security practices of the Agency; and
 2. hire, assign, direct, layoff, and retain Employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
 3. assign work, to make determinations with respect to contracting out, and to determine personnel by which Agency operations shall be conducted;
 4. with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source; and
 5. to take whatever actions may be necessary to carry out the Agency mission during emergencies.

SECTION 03.03 - ADDITIONAL OBLIGATIONS AND RIGHTS OF MANAGEMENT

- A. Management will:
1. Furnish the Union, upon request, and to the extent not prohibited by law, data, which is normally maintained by the Agency in the regular course of business, which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and which does not constitute guidance, advice, counsel, or training provided for Management Officials or Supervisors, relating to collective bargaining.
 2. Annually inform the Employees of their Weingarten Rights in accordance with Employee Rights under Article 2 (Employee Rights and Responsibilities) of this Agreement.
- B. Nothing in this Article shall preclude the Parties from negotiating:
1. at the election of the Agency, on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
 2. procedures which Management officials of the Agency will observe in exercising any authority under the Statute; or
 3. appropriate arrangements for Employees adversely affected by the exercise of any authority under the Statute by such Management officials.

ARTICLE 4: UNION RIGHTS AND REPRESENTATION

SECTION 04.01 – CONFORMANCE TO LAW

In the administration of all matters covered by this Agreement, Union officials are governed by all applicable laws, rules, and regulations.

SECTION 04.02 – EXCLUSIVE RECOGNITION

- A. The Union is the exclusive representative of the Employees in the Bargaining Unit and is entitled to act for these Employees.
- B. For the purpose of administration of this Agreement, the Agency agrees to recognize representatives of the NFFE National Office in lieu of or in addition to Local Officials.

SECTION 04.03 – REPRESENTATION

- A. The Union has the right to represent an Employee or group of Employees in presenting a grievance or other appeal. The Union has the exclusive right to represent Employees under the Negotiated Grievance Procedure (NGP) in this Agreement.
- B. An Employee or group of Employees may present a grievance without representation by the Union, provided that the Union is afforded the opportunity to be present at all discussions. The Union will be given the opportunity within a reasonable period of time to represent to the Agency the Union's position concerning any of these discussions.

SECTION 04.04 – FORMAL DISCUSSIONS

In accordance with Title 5 U.S.C. 7114(a)(2)(A) the Union will have the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more Employees in the bargaining unit concerning any grievance or any personnel policy or practices, or other general conditions of employment. The Color Country District Union Chief Steward or designee will be contacted for this purpose.

SECTION 04.05 – MEMBERSHIP DRIVES

- A. When the Union desires to conduct a membership drive, for a five (5) day period of Monday through Friday, the Union will be allowed to have access to break rooms and non-work areas during scheduled Employee lunch and break time intervals for the purpose of conducting a membership drive. The Union shall be permitted to conduct up to four (4) membership drives each calendar year.
- B. Further, during these membership drives the Union will have access to break rooms and non-work areas before and after work if this access does not compromise Agency security requirements. Prior to initiating a membership drive the Union will notify the Labor Relations Officer (LRO) and coordinate (e.g. dates, necessary facilities) with the local Manager. Management will make every effort to provide the availability as agreed to above.

SECTION 04.06 – RESTRAINT

Management shall not restrain, coerce, or take reprisal against any Union official because of the performance of duties in accordance with this Agreement and the Statute.

SECTION 04.07 – LIST OF EMPLOYEES

- A. The first of every month the Agency will provide the Color Country District Union Chief Steward, or designee, an excel spreadsheet which lists Bargaining Unit Employees (BUE).
The report will include the following information:
 - 1. Name;
 - 2. Position title;

3. Series – grade;
 4. Organizational code;
 5. Bargaining Unit Status (BUS); tenure
 6. Fair Labor Standards Act (FLSA) exemption status; and
 7. Duty Location
 8. The date of the report and a total sum of the number of BUEs, as reflected by the BUS codes, will be included somewhere in the report (first page/last page).
- B. The Union, upon request, will be provided within ten (10) calendar days, information concerning a specific bargaining unit position as follows:
1. the position to which the Employee is currently assigned;
 2. in the case of the Employee being permanently or temporarily assigned out of the BU, the position from which the Employee was assigned; or
 3. If the BUE status is changed, the reason for the change.

SECTION 04.08 - EMPLOYEE MEETINGS

During each All Employee Meeting held at each office the Union will be given the opportunity, subject to workload considerations, to present information of general interest and which does not constitute internal Union business.

SECTION 04.9 - LOBBYING ACTIVITIES

The Federal Service Labor Management Relations Statute (5 U.S.C. Section 7102(1)) also specifically protects the right of representatives of Federal sector labor organizations “to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress and other appropriate authorities.”

ARTICLE 5: HOURS OF DUTY AND SCHEDULES

SECTION 05.01 - GENERAL WORK SCHEDULE PROVISIONS

- A. It is Agency policy to use various types of work schedules permitted by regulation for the purpose of improving workforce efficiency, increasing productivity and services to the public, reducing costs, and where possible providing the maximum flexibility for meeting employee needs.
- B. It is the responsibility of the Agency to establish the Employees' hours of duty in accordance with law, rule, this agreement, the BLM mission, and in consideration of the Employee's needs. It is understood by the Parties that the Agency's mission will take priority in exercising this responsibility.
- C. All Employees are expected to complete and provide their Supervisor a Basic Work Week Request Form (1400-72) (see Appendix E) or any successor form. Employees may resubmit the form to their Supervisor at any time (see Section 05.02). However, it will be the Supervisor's responsibility to establish the Employee's schedule.
- D. Working an alternative work schedule (compressed or flexible schedule) is strictly voluntary for Employees. If an Employee declines to work a compressed or flexible schedule, they will be placed on a traditional eight (8) hour a day, five (5) days a week schedule as determined by Management.
- E. The Parties agree that Alternative Work Schedules (AWS) function to improve work force efficiency and Employee morale, while at the same time providing maximum flexibility to meet the needs of Management and the Employee. Alternative Work Schedules will be administered fairly and equitably to all Employees and used in accordance with appropriate law and government-wide regulation.

SECTION 05.02 - EMPLOYEE WORK SCHEDULE REQUESTS

- A. To establish or request a change to a work schedule, the Basic Work Week Request Form (DI-1400-72) (see Appendix E) or any successor form will be completed by the Employee and submitted to their immediate Supervisor.
- B. The Supervisor has the authority to disapprove an individual request when the work requires a particular schedule. The Supervisor will consider the BLM mission, and the Employee's needs. A request will not be unreasonably declined, and prior to denying a work schedule request the Supervisor should meet with the Employee to discuss concerns.
- C. The Supervisor shall have seven (7) calendar days after receiving the request form to provide a response. The Employee will be given a copy of the form after the Supervisor signs it. If a work schedule request is denied, the Supervisor will furnish a written detailed explanation justifying the denial. A work schedule request may be grieved in accordance with the Negotiated Grievance Procedure.

SECTION 05.03 - MANAGEMENT DIRECTED CHANGE IN WORK SCHEDULES

- A. Prior to making any work schedule change, the Supervisor will give the Employee at least seven (7) days written notice including the reason(s) for any modification or change, except when the Agency would be seriously handicapped in carrying out its function, the cost would be substantially increased, or in a time of emergency.
- B. In accordance with 5 CFR 610.121, when the Agency determines that it is necessary to change an employee's administrative work week, it will inform the employee.
- C. With Management approval an Employee assigned to an alternative work schedule that is in a travel status, attending training, or performing other work related activities off-site, may remain on that schedule for the duration of the activity. If not, the Employee must change to a compatible schedule temporarily as determined by Management; or the Employee may request the use of accrued leave, credit hours, or compensatory time for incompatible hours. Prior to determining that a work schedule

change is required the Employee and Supervisor should have a discussion on how best to meet the Agency's mission.

- D. The Employee is not required to complete a Basic Workweek Request for a temporary change of less than two (2) pay periods.

SECTION 05.04 - FIXED WORK SCHEDULE

- A. A fixed schedule is a schedule that has firm arrival and departure times. The types of fixed schedules available to Employees are:
 - 1. Traditional schedule, which for full-time Employees will consist of a fixed schedule consisting of five (5) consecutive 8-hour days, forty (40) hours per week; or a
 - 2. Compressed Work Schedule, (*see Section 05.05*).
- B. Employees on a fixed schedule must account for all time scheduled by either reporting to work or obtaining advance Supervisory approval for the use of annual leave, sick leave, leave without pay, or any other approved leave status. Employees on fixed work schedules cannot "flex" their arrival and departure times and cannot earn credit hours.

SECTION 05.05 - COMPRESSED WORK SCHEDULES (CWS)

- A. A compressed schedule is an established fixed schedule, which allows a full-time Employee to work the required biweekly eighty (80) hours in fewer than ten (10) days in a biweekly pay period. The approved compressed work schedules available to Employees are:
 - 1. Compressed 5/4/9 Schedule, which requires the Employee establish a schedule of nine (9) hours for eight (8) work days, eight (8) hours on one (1) work day, and one (1) alternative day off per pay period.
 - 2. Compressed 4/10 Schedule, which requires the Employee establish a schedule of ten (10) hours for eight (8) work days, and two (2) alternative days off per pay period.
- B. The daily start and end time are always fixed. The Employees may not vary ("flex") their daily start and end times. If the Employee does not work the full required hours for the day, the Employee must account for their absence by an approved leave category.
- C. At the request of an Employee, the Supervisor may approve a temporary change in the scheduled "short" and/or "off" day during a pay period, subject to work demands.
- D. Employees on a CWS may not earn credit hours.

SECTION 05.06 - FLEXIBLE WORK SCHEDULES (FWS)

- A. The basic work requirement of a flexible work schedule (FWS) is the number of hours, excluding overtime hours, an Employee must work or otherwise account for by leave, credit hours, holiday hours, excused absence, compensatory time off (Comp Time), or time off as an award.
 - 1. A full-time Employee must account for 80 hours/biweekly pay period; Supervisors may establish daily or weekly basic work requirements consistent with workload demands.
 - 2. A part-time Employee works fewer hours than a full-time Employee within a specified period of time as determined by the Supervisor consistent with workload demands.
- B. It is understood that Employees on a FWS are only compensated for eight (8) hours Holiday pay on any holiday (5 CFR 610.405).
- C. Supervisors may require that Employees provide an estimated bi-weekly schedule depicting how the Employee plans on meeting the basic work requirement for the schedule they are requesting.
- D. If an Employee working a flexible schedule alters their normal arrival time the Employee will call their Supervisor, or designee, no later than 9:30 am to notify the Supervisor of the new anticipated arrival time, the intention to "flex," or to request the use of leave, compensatory time, or credit hours. If the Supervisor is unable to be contacted the Employee will ensure that another Management official is notified. (Also see *Leave*, Article 7)
- E. The approved FWS are:

1. Gliding Schedule, which allows Employees to vary their arrival and departure times on daily basis but the Employee must account for eight (8) consecutive hours per work day, excluding lunch.
2. Variable Day Schedule, which allows Employees to vary their arrival and departure times on daily basis and the number of hours the Employee works each day, but the Employee has a regular tour of duty consisting of five (5) days and forty (40) hours per week of the pay period.
3. Variable Week Schedule, which allows Employees to vary their arrival and departure times, the number of hours they work each day, and the number of hours they work each week. Full time Employees have a regular tour of duty consisting of five (5) days per week (including core hours) and eighty (80) hours per pay period.
4. Maxi-Flex 5/4/9 Schedule, which allows Employees to vary their arrival and departure times on daily basis, but requires that the Employee establish a schedule of nine (9) hours for eight (8) work days, eight (8) hours on one (1) work day, and one (1) alternate day off per pay period. If the Employee does not work the full required hours for the day, then they must account for the absence with approved leave.
5. Maxi-Flex 4/10 Schedule, which allows Employees to vary their arrival and departure times on daily basis, but requires that the Employee establish a schedule of ten (10) hours for eight (8) work days, and two (2) alternate days off per pay period. If the Employee does not work the full required hours for the day, then they must account for the absence with approved leave.
6. Maxi-Flex Schedule, which contains core hours on fewer than ten (10) workdays in the biweekly pay period and in which a full-time Employee has a basic work requirement of eighty (80) hours. Employees may vary the number of hours worked on a given workday or the number of hours each week within the established flexible time bands for at least three (3) core days each week.

SECTION 05.07 - FLEXIBLE TIME BANDS, CORE HOURS, & CORE DAYS

- A. Employees on FWS may vary ("flex") their daily start/arrival time between the hours of 6:00 am to 9:30 am; and may vary their daily end/departure time between the hours of 2:30 pm to 6:00 pm. Employees on flexible work schedules must have prior Supervisory approval to arrive at work before 6:00 am or after 9:30 am; or depart work prior to the hours of 2:30 pm or after 6:00 pm.
- B. Core hours are the time periods during the core days that an Employee assigned to a FWS is required to be present for work or obtain leave. BLM-CCD wide core hours are 9:30 am – 11:00 am and 1:00 pm – 2:30 pm.
- C. Core days are the days an Employee assigned to a FWS must be present at work during the core hours. To the extent permitted by the work situation the Supervisor will permit Employees to schedule the core days to best meet the Employee's individual needs. If the Supervisor and Employee cannot agree on the specific core days per week, the Supervisor will designate the required core days, based solely on the workload consideration. Unless otherwise required by workload considerations, for Employees assigned to Maxi-flex schedules the Supervisor will normally schedule no more than two (2) core days per pay period on Monday or a Friday. Supervisors may establish alternative core days to meet the Agency's mission. The Supervisor will provide at least seven (7) days written notice to the Employee prior to implementing changes in core days. Core day changes will be effective the first day of the new pay period, which is seven days or more after the notification.
- D. Supervisors may require Employees assigned to flexible work schedules to provide a bi-weekly schedule with estimated start and stop times by the beginning of each pay period. Employees must have advance Supervisory approval to deviate/flex by more than an hour from the submitted bi-weekly schedule.
- E. Employees assigned to a maxi-flex 5-4/9 or maxi-flex 4-10 schedule must gain advanced Supervisor approval of their "short" day and/or "off" day. At the advanced request of an Employee, the Supervisor may approve a temporary change in the scheduled "short" and/or "off" day during a pay period, subject to work demands. Supervisors may adjust an Employee's "short" and/or "off" day to meet the Agency's mission.

SECTION 05.08 - CREDIT HOURS

- A. Credit hours are hours worked, at the election of the Employee, in a bi-weekly pay period in excess of the Employee's basic work requirements, which are then recorded and can be applied to the basic work requirement of a subsequent biweekly pay period. Credit hours are distinguished from overtime hours in that they are not officially ordered in advance by Management.
- B. Employees may earn or use credit hours only when approved to do so in advance by their Supervisor. An Employee must request to earn or use credit hours by contacting their immediate Supervisor or designees. Employees may not work in addition to their regular tour of duty without advanced approval from their Supervisor.
- C. Credit hours may be earned only by Employees assigned to a FWS. Credit hours cannot be earned when working a fixed or compressed work schedule.
- D. Credit hours are not earned until the Employee's basic bi-weekly tour of duty is fulfilled.
- E. Credit hours must be earned before they can be used.
- F. When an Employee uses credit hours, such hours are to be counted as a part of the basic work requirement to which they are applied.
- G. Employees can only accrue twenty-four (24) hours of credit time for a full-time Employee (or one-fourth of a part-time Employee's biweekly work requirement).
- H. An Employee may not be paid overtime pay, Sunday premium pay, or holiday premium pay for credit hours. Use of credit hours must always be part of the Employee's non-overtime basic work requirement.
- I. Credit hours, overtime and compensatory time will be administered fairly and equitably to insure all qualified Employees have an equal opportunity to participate.

SECTION 05.09 - OVERTIME/COMPENSATORY TIME

- A. Overtime or compensatory time is distinguished from credit hours in that it is officially ordered by Management.
- B. Management will fairly and impartially distribute and rotate overtime assignment opportunities among qualified available Employees.
- C. Employees must request overtime or compensatory time in advance, from their Supervisor, by submitting a request in QuickTime or any successor system. The election of overtime or compensatory time will be annotated in QuickTime. Except for emergencies, overtime/compensatory time must be approved in advance.
- D. When an Employee is ordered by Management to work in addition to their regular tour of duty, paid overtime or compensatory time off will be at the election of the Employee. Employees will not be required to take paid overtime in lieu of compensatory time off.
- E. An Employee's opportunity to use compensatory time will expire after twenty- six (26) pay periods from the pay period in which it was earned. Employees will be paid for unused compensatory time in accordance with 5 CFR 550.114(d).
- F. When an Employee earns compensatory time, compensatory time should first be used before the use of accrued annual leave or credit hours.

SECTION 05.10 - ADMINISTRATIVELY UNCONTROLLED OVERTIME (AUO)

Management may pay premium pay on an annual basis to an Employee in a Law Enforcement (LE) position in which the hours of duty cannot be controlled administratively and which requires substantial amounts of irregular or occasional overtime work, with the Employee generally being responsible for recognizing, without supervision, circumstances that require the Employee to remain on duty.

SECTION 05.11 - NON-COMPLIANCE WITH ASSIGNED AWS

- A. If it is determined by the Supervisor that an Employee is failing to comply with the AWS to which they are assigned or the requirements of this Article, the Supervisor will:

1. meet with the Employee as soon as possible to explain the Supervisor's findings. During this meeting the Employee may request and will be granted Union representation;
 2. give the Employee two (2) pay periods to improve.
- B. If no improvement is shown and the Supervisor has appropriately documented the Employee's non-compliance, the Supervisor may then:
1. restrict the Employee's choice of arrival and departure time;
 2. restrict the Employee's use of credit hours; or
 3. exclude the Employee from AWS programs.
- C. For more serious violations, such as time card fraud or repeated tardiness, the supervisor may immediately restrict, suspend, or terminate the employee's AWS and/or take disciplinary action.
- D. For performance problems requiring closer supervision, the supervisor may restrict or suspend AWS immediately.
- E. After a period of six (6) months the Employee may request to be reinstated to an Alternative Work Schedule (AWS). This request will not be unreasonably declined and may be grieved in accordance with the Negotiated Grievance Procedures (Article 34).

SECTION 05.12 – SUSPENSION OR TERMINATION OF AWS FOR MISSION RESPONSIBILITIES

The Agency may change, suspend, or terminate the employee's approved work schedule if the Agency finds that adequate coverage, for mission responsibilities, is not available. Notices provided under Section 05.03(A) of this Article will be provided to the Employee. The Employee will be informed of this action and the anticipated duration of this action. In any event, the action will be reviewed within ninety (90) days to determine if it is still required and the Employee will be informed of the results of this review. In the event the action is still required it will be reviewed in subsequent ninety (90) day periods.

SECTION 05.13 - REST BREAKS

- A. For every four (4) hours an Employee works, they is entitled to a paid fifteen minute break approximately midway through start of shift and lunch period, and another break approximately midway between end of lunch period and end of work. Rest breaks will be twenty (20) minutes for work days longer than eight (8) hours. Additionally, a fifteen (15) minute rest period is appropriate within each four (4) hour period of overtime worked.
- B. It is the Employee's responsibility to relieve him/herself from work for the purpose of breaks. If the Employee is prevented from being relieved from work, it is their responsibility to inform their Supervisor as soon as practicable. If the Employee fails to notify the Supervisor of the inability to be relieved for break, the Employee will forfeit the break.
- C. Employees shall be allowed to take the rest break away from the immediate work area.
- D. Rest breaks may not be used to lengthen the lunch period, shorten the work day, or in conjunction with leave. Supervisors retain the right to schedule break periods for employees.

SECTION 05.14 - LUNCH BREAKS (MEAL PERIOD)

- A. Lunch breaks are unpaid extended rest breaks and must be at least thirty (30) minutes but shall not be more than one (1) hour in duration without advance approval from the Supervisor. Normally, lunch breaks should be taken between the hours of 11:00am and 1:00pm.
- B. Employees on a flexible work schedule may only extend the lunch period with the Supervisor's prior approval. Employees on other work schedule(s) may, with Supervisor approval, take an extended lunch period on a case-by-case basis.
- C. Employee's working less than six (6) hours in a day may waive the lunch period.
- D. Employee working six (6) hours or more in a day may not use lunch breaks to shorten the work day.
- E. It is the Employee's responsibility to relieve themselves from work for the purpose of lunch breaks. If the Employee is prevented from being relieved from work, it is their responsibility to inform their Supervisor as soon as practicable. The Supervisor will then be responsible for ensuring the Employee

is given an appropriate lunch period or compensating the Employee and annotating in QuickTime that the Employee was not relieved from duty during their lunch break in the remarks section of the QuickTime time and attendance system.

- F. Employees shall be allowed to take their lunch break away from the immediate work area.

SECTION 05.15 - TIME KEEPING

- A. The time keeping system is QuickTime. Prior to the implementation of a new timekeeping system, the Union will be notified and provided the opportunity to bargain in accordance with law.
- B. It is an Employee's responsibility to record their time accurately on the time and attendance system (QuickTime). Employees must report any errors to their Supervisors as soon as possible after discovery of the error. Any amendments to the time and attendance records must be made in a timely manner. Supervisors will ensure that Employees are informed if their time and attendance records are reset or modified, as soon as possible.

SECTION 05.16 - ARRIVAL AND DEPARTURE RECORDING SYSTEM

- A. To ensure accurate records of the arrival and departure times, the length of the work day, and days worked, Supervisors may require that Employees send an email at the start and end of the work day, or record their daily start and end times on a paper document (sign in/out sheet). Prior to implementing this requirement the Union will be notified.
- B. If the Supervisor requires Employees to send emails or sign in/out, the system will:
 - 1. Be applied uniformly to the maximum extent possible to all bargaining unit Employees;
 - 2. Not be any more difficult or restrictive for bargaining unit Employees or a subgroup of bargaining unit Employees, than for non-bargaining unit Employees;
 - 3. Not be used to single out bargaining unit Employees nor be used as a punitive measure, except in circumstances where abuse of time and attendance is documented and supported by substantiated factual data;
 - 4. Accurately and uniformly record the arrival and departure time of each Employee;
 - 5. Allow for data entry to be accomplished during duty hours, including any wait time for system startup;
 - 6. Ensure that Supervisors have an accurate accounting of hours worked by an Employee at all times during the biweekly pay period for use by them in authorizing credit hours, compensatory time, overtime or for determination of "suffer and permit" situations;
 - 7. Protect against power failure or loss of network connectivity, if an electronic system is implemented;
 - 8. Allow for appropriate pay to Employees subject to "call back" or other payroll situations.
 - 9. Not disclose personal information, such as type of leave or personal cell phone numbers, without Employee consent.

SECTION 05.17 - SCHEDULE COMMUNICATION

- A. To encourage communication, minimize conflicts for Employees, increase efficiency, and provide for Employee safety, Supervisors may require Employees use a white-board, or electronic calendar to inform others as to when they are in the office, when they are in meetings or otherwise unavailable.
- B. Prior to implementing the Employees will be provided training on how to use the system(s); and what is expected of the Employees.
- C. If the supervisor establishes a white-board, the board will:
 - 1. not be used to record daily start and end time;
 - 2. not track personal business, and Employee will not be required to display personal information, such as type of leave;
 - 3. be applied uniformly to the maximum extent possible to all bargaining unit Employees;
 - 4. not be any more difficult or restrictive for bargaining unit Employees or a subgroup of bargaining unit Employees than for non-bargaining unit Employees; and

5. not be used as a punitive measure.
- D. The only information that will be included on the white-board are:
1. Name of Employee.
 2. If the Employee is in or out of the office, and the work location of the Employee if applicable.
 3. The Employee's work contact information, such as work cell phone or radio call number; however Employee personal cell phone numbers will not be displayed without Employee consent.
 4. The estimated date/time of return.
- E. If the Supervisor establishes the use of an electronic calendar, the calendar will:
1. not be used to record daily start and end time;
 2. not track personal business, and Employee will not be required to display personal information, such as type of leave;
 3. be applied uniformly to the maximum extent possible to all bargaining unit Employees;
 4. not be any more difficult or restrictive for bargaining unit Employees or a subgroup of bargaining unit Employees, than for non-bargaining unit Employees;
 5. not be used as a punitive measure; and
 6. allow for data entry to be accomplished during duty hours, including any wait time for system startup.

ARTICLE 6: TELEWORK

SECTION 06.01 - GENERAL

- A. Telework offers the opportunity to enhance the recruitment and retention of a high quality diverse workforce, assists employees in managing their workload and family life schedules, and complements the Continuity of Operations Plan (COOP). Telework agreements can be beneficial to the organization and the Employee. The objective of a Telework Agreement is to allow Employees to work at alternative worksites when it is to the benefit of the Agency and Employee.
- B. Telework will be in accordance with DOI's *Telework Handbook* (370 DM 226) and BLM-UT IM 2016-009 Telework.
- C. Employees may voluntarily request to participate in telework. However, telework is not an Employee entitlement, and participation in telework shall be approved by the Employee's Supervisor.
- D. Management may propose telework for Employees, however, participation in the telework program is entirely voluntary and Employees will not be coerced to participate. However, every eligible employee should have a signed telework agreement for at least emergency situations within sixty (60) days of employment with DOI. Telework agreements do not expire but should be renewed when the employee is assigned to a new supervisor. Once an Employee starts participating in the telework program and has an approved telework agreement, whether regularly or situational, they may be required to telework on days when the Employee's duty stations is closed due to inclement weather or other emergency reasons.
- E. Being eligible for telework does not mean the Supervisor will automatically approve participation in telework.
- F. Since telework is a voluntary arrangement, when entering into a telework agreement, both Management and the teleworking Employee will mutually agree to the telework location.
- G. There are three (3) categories of telework which an employee may request:
 - 1. Core (which means you telework on regular, scheduled basis for a certain number of days every pay period).
 - 2. Situational (which means you telework when you have a special project but not on a scheduled basis).
 - 3. Emergency or continuity of operations (COOP) (This includes inclement weather, natural disasters, situations when a government facility might be unusable (e.g. fire damage) or similar situations).
- H. Agency policies that govern the federal workplace apply equally to telework locations; for example, records management, privacy, and security policies apply to government records no matter where they are located.
- I. In the event that the Agency decides that it needs to use Hoteling, Hot Desking, Shared Offices, or other type of similar arrangements it will provide notice to the Union prior to the implementation of any such policy and will bargain consistent with law.
- J. If call forwarding from the office is not possible, Teleworking Employees may be assigned cell phones. Teleworking Employees will not be required to provide their personal phone numbers to external parties. Teleworkers will not be required to use their personal phones for the purpose of making long distance calls in support of work requirements.
- K. When available teleworking Employees may be provided a laptop computer to use at their teleworking location.

SECTION 06.02 ELIGIBILITY

- A. Before an employee may begin telework, they must complete the requirements to be telework-ready and be Eligible for Telework.

A Telework-Ready Employee is an employee who has a signed Telework Agreement (form DI-3457), has completed the U.S. Department of the Interior Work-At-Home Telework Safety Checklist Employee Certification signed by the appropriate officials and the employee, and has copies of both the employee as well as the supervisor's mandatory telework training certificates.

- B. An Employee is not eligible to apply for Telework if:
 - 1. The Employee's most recent performance rating of record is below Level 3, and the Employee must maintain at least that level of performance throughout the period for which the telework agreement is in effect.
 - 2. The Employee is on a performance improvement plan (PIP).
 - 3. The Employee must not currently be on leave restriction.
 - 4. An Employee who has been issued disciplinary or adverse action within the previous year (from the date of the request to participate in the telework program) is not eligible to apply. However, the Employee will be given an opportunity to explain why the conduct action should not preclude them from being considered eligible and the Supervisor can make a determination that the conduct issue has no connection with teleworking and that the Employee is eligible.
 - 5. The Employee has been disciplined for being Absent Without Leave (AWOL) for more than five (5) days in any calendar year.
 - 6. The Employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
- C. The period of ineligibility depends on the type of discipline taken against the Employee. The periods are:
 - 1. Non-Permanent disciplinary documentation - Employee is ineligible until document is removed from file according to Article 32 (Investigations, Discipline, and Adverse Actions) in this Agreement.
 - 2. Permanent disciplinary documentation (Suspension of any length) - Employee is ineligible for a period of two (2) years from the date of the event that was the basis for discipline. At the end of that two-year period, the Supervisor, after consultation with the servicing Human Resource Office, may allow the Employee to telework or continue the prohibition until a future date.

SECTION 06.03 - APPROVAL AND PARTICIPATION

- A. To initiate a request for Telework, an Employee must submit a Telework Agreement form (DI-3457) to their immediate Supervisor.
- B. Participation and approval for telework will be based on but not limited to:
 - 1. Duties of the position;
 - 2. The need to access/use classified information and/or deal with sensitive information (such as personally identifiable information or proprietary) which cannot be properly safeguarded if you telework;
 - 3. Performance maintained at a least "fully" successful;
 - 4. Required to meet the public; and
 - 5. Employee demonstrates acceptable work habits, conduct and adherence to Agency policies.
- C. Telework may be canceled when, but not limited to:
 - 1. Customer service is adversely affected;
 - 2. The Employee is placed on leave restrictions;
 - 3. Documented conduct issues arise;
 - 4. The requirements of the Telework Agreement are not being fulfilled; or
 - 5. The teleworking Employee requests cancellation.
- D. Within fourteen (14) days of receiving a written teleworking request, upon request a signed and dated paper copy of the entire telework agreement (including all applicable terms, restrictions and

arrangements) will be given to the Employee at the time of approval or denial. If telework is denied the Supervisor must state in detail the reason(s) and justification(s) for the denial in writing and supply this along with the Employee's copy of the signed and dated telework request. Teleworking may not be denied because of a Supervisor's refusal to take the appropriate teleworking training.

- E. Employees are encouraged to read all documentation, be familiar with its contents and seek guidance from their Supervisor when they have any questions or concerns.
- F. If a portion of an Employee's assigned duties would limit participation in Telework but other assigned duties would not limit participation, Supervisors should consider allowing situational telework or participation on some days of the pay period to allow the non-limiting duties to be performed from a telework location.
- G. Participation in the telework program may be suspended or terminated for certain circumstances, see Section 06.02(A) *Eligibility* above. When terminating telework, specific reasons and documentation will be provided to the Employee along with at least forty-eight (48) hours advanced notice.

SECTION 06.04 - SCHEDULES AND TIME AND ATTENDANCE

- A. Participation in Telework does not preclude an Employee from requesting the use of any approved Alternative Work Schedule (AWS).
- B. A Supervisor may develop accountability methods to ensure that they are able to verify an Employee's time and attendance in accordance with the CFR, such as requiring the Employee to keep a daily log of their start and end time, or email, or call the Supervisor at the start and end of the shift. Supervisors will be consistent when employing time keeping methods/verification among teleworking Employees.
- C. For hours of duties and schedules, see Article 5 (Hours of Duty and Schedules).

SECTION 06.05 - CHANGES TO TELEWORK AGREEMENTS

- A. If it becomes necessary to change the terms of a Telework agreement, a new agreement must be drawn up and signed by the Employee and Supervisor. Upon request, a signed and dated paper copy of the agreement detailing all conditions and terms of approval will be provided to the Employee.
- B. If an Employee changes Supervisors, the Employee should request a new Telework agreement. If a new agreement is not requested the new Supervisor has a right to review all existing telework agreements with their employees and determine whether they should be continued. A signed and dated paper copy of the agreement detailing all conditions and terms of approval will be provided to the Employee.
- C. When Management requires the physical presence of an Employee at the official duty station on an Employee's regularly scheduled Telework day, the Employee will, when possible, be given at least forty-eight (48) hours advance notice to make any necessary arrangements.

SECTION 06.06 - EQUIPMENT AND SUPPLIES

- A. Employees approved for Telework will be given the appropriate equipment necessary to perform the job duties assigned while on telework. If equipment is not available, this may result in the employee not being able to telework. Employees are not permitted to use their personal computers to access the network in performing their duties while teleworking. The Supervisor/Manager accepts any additional costs associated with providing equipment, i.e. a laptop PC to an individual rather than a desktop PC.
- B. Employees must possess an acceptable form of wide band access (Digital subscriber line, cable modem, etc.) and are responsible for the full cost. A dial-up connection is inadequate for telework.
- C. Working from home requires Employees to understand that:
 - 1. They shall ensure dependent care requirements are addressed so arrangements are in place and do not impede the Employee's ability to work (Telework is not a substitute for dependent care).
 - 2. Work-at-home telework may increase the Employee's home utility costs. The Department assumes no responsibility for any operational costs associated with the Employee's home residence, including home maintenance, insurance, or utilities.

- 3. They may incur additional expenses that may not be reimbursed such as internet provider and telecommunication costs.
- D. When an Employee requires general office supplies such as, paper, printer ink, binders, page dividers, organizers, the Employee will request authorization to remove these items from the government building to their telework site. Government provided equipment may not be used for personal use, other than that provided for by rule, law, or regulation. Employees may not use their government issued credit cards to purchase office supplies. Supervisors may require Employees to maintain a log of the government provided items.
- E. As determined by the Agency, Employees will be properly reimbursed for business- related long distance phone calls or will be given a government cell phone for such use.

SECTION 06.07 - TELEWORKPLACE INSPECTION

Employees will be given at least forty-eight (48) hours' notice prior to any workplace inspection. Upon request of the Employee to have a Union representative present, the Union will be notified and will be given an opportunity to be present at the inspection. The responsibility to notify and coordinate with the Union is the Employees. A request for Union representation will not delay the inspection.

SECTION 06.08 - POSITION DESCRIPTIONS FOR TELEWORKERS

Participation in a Telework program will very seldom require any change in an Employee's Position Description (PD) or performance standards (EPAP). For changes and modifications to an Employee's EPAP, see Article 13 (*Employee Performance Appraisal Plan EPAP*). For changes and modifications to an Employee's PD, see Article 12 (*Position Descriptions and Classification*).

ARTICLE 7: LEAVE

SECTION 07.01 - ANNUAL LEAVE GENERAL

The Agency and the Union support and encourage the use of leave to provide work-life balance, enhance productivity for employees and the Agency, and as a significant benefit in the event of injury, illness, or other unforeseen circumstances.

SECTION 07.02 - REQUESTING AND SCHEDULING OF ANNUAL LEAVE

- A. An Employee shall make a request for annual leave to the immediate Supervisor as far in advance of its proposed start date as practical. A Supervisor may require submission of a written request, such as Standard Form (SF) 71, through the Agency's time and attendance system (QuickTime), or email for leave requests of one day or more.
- B. A Supervisor may require Employees request leave or communicate their tentative leave plans of one week or more at intervals necessary for scheduling work, such as annually, semi-annually, or quarterly.
 - 1. When a yearly leave schedule is used, the Employee's leave request will be responded to within fifteen (15) calendar days after submission of the annual request.
 - 2. When a semi-annual or quarterly leave schedule is used, the Employees leave request will be responded to within seven (7) calendar days.
 - 3. When unsolicited requests for leave are received, Management will respond within three (3) calendar days.
 - 4. If no written approval has been granted within these time frames, the Employee may submit a leave request to the second level Supervisor. This request will be responded to within two (2) calendar days.

SECTION 07.03 - APPROVAL, DENIAL, AND CANCELLATION OF ANNUAL LEAVE

- A. Employees should be permitted to exercise their entitlement for all leave requested or approved in advance. Management may deny a leave request or cancel approved leave. Leave must not be denied or cancelled for arbitrary or capricious reasons. Denial or cancellation of leave is not disciplinary and must not be used as a punitive measure.
- B. The final determination as to the scheduling and the amount of annual leave granted at any specific time is made by the Supervisor authorized to grant leave.
- C. Any denial will be based on valid operational reasons, such as the:
 - 1. lack of personnel to perform work;
 - 2. anticipated mission critical work assignments;
 - 3. contingencies which are known to Management when leave was requested; and
 - 4. Employee's desire and personal convenience, and financial expenditures.
- D. Any cancellation will be based on valid operational reasons, such as:
 - 1. unanticipated changes to workload;
 - 2. mission critical nature of the workload;
 - 3. workload cannot be cancelled or be rescheduled until the Employee returns to duty;
 - 4. workload cannot be reassigned to another Employee within or outside of the office for the period of time necessary to accomplish the workload; and
 - 5. Employee's desire, personal convenience, and financial expenditures.
- E. When an annual leave request is denied or approved leave cancelled, the reasons for this action will be communicated to the Employee. At the request of the Employee, such reasons will be communicated to the Employee in writing.
- F. If an Employee is on approved leave and the leave is cancelled the Employee will be given sufficient time to report to duty.

- G. Any denial of a leave request or cancellation of approved leave is grievable. (see Article 34 Negotiated Grievance Procedures)

SECTION 07.04 - CONFLICTS OVER SCHEDULING ANNUAL LEAVE

- A. If there are conflicts over leave scheduling, the following procedures will be used:
1. An Employee with a previously approved leave request will not be impacted by another Employee's subsequent leave request.
 2. When Employees with similar work requirements and qualifications submit leave requests within the same administrative work week and Management is unable to accommodate each Employee and the conflict cannot be resolved by mutual agreement, a lottery will be held between Employees with the conflicting dates.

SECTION 07.05 - CHANGES TO ANNUAL LEAVE SCHEDULES

Once an Employee has made their leave selection, they shall not be permitted to change this selection when such change will disturb the choice of another Employee. However, the Employee may elect to withdraw their request for leave.

SECTION 07.06 - CALL-IN PROCEDURE FOR REQUESTING UNSCHEDULED LEAVE OF ANY TYPE

- A. An Employee, or designee, must request emergency/unscheduled leave by contacting the Employee's immediate Supervisor, or designee.
- B. A request for unscheduled leave will be by telephone, or other electronic means, and provide reasons for the request. This communication will be as soon as possible but no later than 9:30 am.
- C. If the Employee, or designee, is unable to speak directly with the Supervisor or their acting, the Employee, or designee, will ensure they speak directly with their Second Level Supervisor. The person making the request will provide the requesting Employee's name, the reason for the absence, the duration of the absence, and a phone number where the Supervisor can call and speak with the Employee or designee.
- D. In a case where an Employee has attempted to contact their Supervisor or their acting Supervisor as appropriate, and the Second Level Supervisor, and has not received any response from any of the attempted contacts within one (1) hour, the Employee can assume the requested leave has been granted. However, a Manager who becomes aware that the Employee has requested the unscheduled leave may within one (1) hour of the contact by the Employee call the Employee to indicate the leave cannot be granted.
- E. An Employee's unscheduled absence and failure to follow the above procedures may result in the Employee not being granted the requested leave, and a time and attendance coding of Absent Without Leave (AWOL).

SECTION 07.07 - SICK LEAVE

- A. An Employee who is not able to report to work due to illness, or any of the reasons defined in 5 CFR 630.401, shall follow the procedures outlined above in the Section 07.06 titled, *Call-in Procedures for Requesting Unscheduled Leave of Any Type*.
- B. Employees shall earn and be granted sick leave in accordance with applicable law, regulation and the provisions of the following sections of this Article. Sick leave will become available for use at the beginning of the pay period during which it is earned.
- C. Sick leave requests shall be approved for Employees when they are incapacitated from performance of their duties by sickness, injury, pregnancy, confinement for medical reasons, medical, dental, or optical treatment or examination. Under the FMLA policies, leave may also be taken when a member of the Employee's immediate family is afflicted with a contagious disease, which may jeopardize the health of others.

- D. If the Employee is absent on sick leave they will call in daily unless prior arrangements are made by talking directly with the Supervisor, or designee. The Supervisor will relieve the Employee of this requirement upon receipt of administratively acceptable medical documentation stating that the Employee is incapacitated for duty and may not return to work until a specified date.
- E. Approval of sick leave for prearranged medical appointments must be secured from the Supervisor in advance of the absence, except in emergency situations. A Supervisor may require submission of a written request, such as Standard Form (SF) 71, through the Agency's time and attendance system (QuickTime), or email for leave requests of one (1) day or more.
- F. An Employee that is on a flexible schedule, such as Maxi-flex, that is sick on a non-core day may not be required to use sick leave if they can otherwise meet their eighty (80) hour pay period requirement. However, the Employee must follow the procedures for flexing time outlined in Article 5 (Hours of Duty and Schedules).
- G. Employees will not normally be required to discuss work assignments while on sick leave.

SECTION 07.08 - DOCUMENTATION FOR SICK LEAVE

- A. A Supervisor may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. A Supervisor may consider an Employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. However, a Supervisor may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 5 CFR§630.405(a) for an absence in excess of three (3) workdays, or for a lesser period when the Employee has been placed on sick leave restriction.
- B. An Employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than fifteen (15) calendar days after the date the Supervisor requests such medical certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within fifteen (15) calendar days after the date requested by the Supervisor despite the Employee's diligent, good faith efforts, the Employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date the Agency requests such documentation. An Employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

SECTION 07.09 - IDENTIFICATION AND CORRECTION OF POSSIBLE SICK LEAVE ABUSE

- A. Employees will not be placed on sick leave restriction solely on the basis of leave usage report that indicates the Employee's use of sick leave is abnormal. A usage trend or a low sick leave balance alone may not be reason for placing an Employee on sick leave restriction. The Supervisor must consider if the low leave balance or usage trend was caused by extended or lingering illness and/or recovery from surgery or accident. Trends of sick leave abuse include but are not limited to the examples below:
 - 1. absence after paydays;
 - 2. sick leave before or after holidays;
 - 3. sick leave used in connection with regularly assigned days off or scheduled leave;
 - 4. absences during heavy workloads or undesirable duties;
 - 5. intermittent sick leave use of short duration with vague excuses; and
 - 6. sick leave being used as soon as it is accrued.
- B. When the Supervisor suspects that an Employee may be abusing sick leave, the Supervisor is encouraged to discuss with the Employee that they have a questionable sick leave record and the reasons therefore. The Supervisor will consider acceptable reasons, which may include acceptable medical documentation, to justify the Employee's sick leave use. See SECTION 07.08(B) above.

- C. If an Employee is abusing sick leave, the Supervisor may place the Employee on sick leave restriction.
- D. If the Employee is placed on sick leave restriction, the Employee will be given written notification. This notice must contain justification as to why the Employee is being placed on sick leave restriction; and state that sick leave must be requested on the first day of the absence and every additional day of absence, unless the Supervisor expressly relieves the Employee of this requirement. An employee who is placed on sick leave restriction must provide written medical documentation, within fifteen (15) days, supporting any sick leave taken during the period of the sick leave restriction.
- E. The sick leave restriction requirement to furnish written medical documentation, once imposed, will be reviewed at least every six (6) months to determine if it should be continued or canceled. The Supervisor should take care to be firm, fair, and consistent not only in resolving sick leave abuse but in all aspects of sick leave administration.
- F. The above counseling and/or imposition of sick leave restriction is grievable.

SECTION 07.10 - ADVANCE SICK/ANNUAL LEAVE

- A. Employees may request advanced annual leave up to the amount of leave the Employee would earn in that calendar year. The granting of advanced leave is at the Supervisors discretion.
- B. In accordance with applicable law and regulations in cases of serious disability or illness Employees may be advanced sick leave. An advance of sick leave is not an entitlement and may be granted if there is reasonable assurance that the Employee will return to duty and is not contemplating a resignation or retirement.
- C. A request for advance sick leave will be made by the Employee in writing to the immediate Supervisor, and will include a certificate from a competent medical authority describing why the Employee should be granted the absence and the doctor's professional opinion as to the Employee's expected ability to return to duty following the absence. In addition a Supervisor may require that medical documentation as defined in 5 CFR 630.201(7) be submitted.
- D. These requests will be approved or disapproved in writing. If disapproved, the Employee will be given a copy of the reasons in writing if requested. If denied, the Employee may appeal the decision of the Supervisor or designee to the Second Level Supervisor or designee in writing.

SECTION 07.11 - LEAVE FOR DEATH OF IMMEDIATE OR NON-FAMILY MEMBER

In case of death of an immediate family member, annual leave, sick leave, leave without pay will be granted in accordance with applicable law and regulation. In case of death of a relative or a non-family member, annual leave or leave without pay will be granted in accordance with applicable law and regulation. The Employee will follow the leave requests procedures outlined in Section 07.06.

SECTION 07.12 - LEAVE FOR RELIGIOUS HOLIDAY

Leave will normally be approved for any work day which occurs on a religious holiday associated with the religious faith of the Employee, unless the granting of such leave would adversely affect accomplishment of mission requirements. The Employee will follow the leave requests procedures outlined in Section 07.06.

SECTION 07.13 - LEAVE FOR INTERNAL UNION FUNCTIONS

An Employee who is a Steward or Union Official may be granted annual leave to attend internal Union functions, which are not covered by Official Time. Request will be made as far in advance as practicable, and approval of such leave will be based on workload considerations. The Employee will follow the leave requests procedures outlined in Section 07.06.

SECTION 07.14 - MATERNITY AND PATERNITY ABSENCE

- A. If an Employee is temporarily unable to perform her job due to pregnancy, Management must treat her the same as any other temporarily disabled Employee under the ADA; for example, by providing light duty modified tasks, alternative assignments, leave, or leave without pay. Sick leave, annual leave, and leave without pay, within restrictions appropriate to each, may be used for her "Maternity Leave".
- B. Leave use connected with the use of sick leave, annual leave, and leave without pay by the father for the birth of the child or to care for a new born baby will be in accordance with the Family and Medical Leave Act, as amended (See Section 07.15). Therefore, a male or female Employee may be authorized appropriate leave for the birth of a son or daughter or the care of a son or daughter.

SECTION 07.15 - FAMILY AND MEDICAL LEAVE ACT (FMLA)

Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to twelve (12) workweeks of unpaid leave during any 12-month period for the following purposes:

- A. the birth of a son or daughter of the employee and the care of such son or daughter;
- B. the placement of a son or daughter with the employee for adoption or foster care;
- C. the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- D. a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

Under certain conditions, an employee may use the twelve (12) workweeks of unpaid FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA. (The amount of sick leave that may be used to care for a family member is limited. See OPM fact sheet "Sick Leave to Care for a Family Member with a Serious Health Condition") FMLA leave is in addition to other paid time off available to an employee.

An Employee invokes their entitlement to FMLA leave by filling out WH-380E (*Certification for Self*) and WH-380F (*Certification for a family member's serious health condition*) and submitting the appropriate form to HR.

SECTION 07.16 - ADMINISTRATIVE LEAVE (ADMIN LEAVE)

- A. An administratively excused absence (Admin Leave) is an absence from duty authorized by Management without loss of pay and without charge to leave.
- B. In accordance with law, rule and regulation Management may administratively excuse an Employee's absence from work for a variety of reasons, such as, voting, donating blood, and to participate in public activities. However, Admin Leave is not an entitlement, unless provided for by law.
- C. This Article does not limit Management's authority to excuse Employees on administrative leave for emergency shutdown or delays due to weather, power outages or other reasons described in law or regulation.

SECTION 07.17 - LEAVE WITHOUT PAY (LWOP)

- A. In accordance with applicable law and regulations Employees may be granted Leave Without Pay (LWOP). Granting of LWOP will be at Management's discretion and is not the Employee's entitlement. However, employees are entitled to LWOP as provided by law for certain exceptions such as; disabled Veterans who have provided acceptable medical documentation showing a need for medical treatment relating to the disability, Reservists or National Guardsmen reporting for certain types of active duty and Employee entitlements under the Family and Medical Leave Act.
- B. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted LWOP upon request. Employees may also be granted LWOP on request if

they have leave to their credit, but choose not to take it. LWOP may also be granted on an extended basis for educational purposes and while awaiting action on a retirement or an OWCP claim.

- C. Employees must request unscheduled LWOP and shall follow the procedures outlined above in Section 07.06.

SECTION 07.18 - COURT LEAVE

- A. Court Leave is an Employee's authorized absence from work status, without charge to leave or loss of pay. Court Leave may be authorized when summoned as a juror or as a witness or to present records at judicial proceedings. An Employee's entitlement to Court Leave will be determined in accordance with law, rule and regulation.
- B. As soon as an Employee receives the summons that they must attend a judicial proceeding, the Employee must submit a copy of the notice to their Supervisor. A Supervisor may require the submission of a Standard Form (SF) 71 for Court Leave requests or require the request be made through the time and attendance system. The Supervisor may require that Employee provide the notice of the judicial proceedings at the time they make the leave request and may also require verification of their attendance at the court proceeding upon the Employee's return to work.
- C. Intermittent Employees and Employees on LWOP may receive and retain jury fees since they are not entitled to Court Leave or reimbursement of travel expenses. Employees who would otherwise be in leave or duty status must refund court fees received in accordance with applicable regulation. This is understood to mean an Employee may be authorized to retain that portion of the fee identified by the Court as expenses such as fees for mileage reimbursement for use of a privately owned vehicle, lodging and meals.

SECTION 07.19 - VOLUNTARY LEAVE TRANSFER PROGRAM

- A. An Employee affected by a medical emergency may make written application to their immediate Supervisor or leave approving official to become a leave recipient. A medical emergency means a medical condition of an Employee or a family member of such Employee that is likely to require an Employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the Employee because of the unavailability of paid leave.
- B. An Employee may request to become a leave share recipient by completing an Office of Personnel Management (OPM) Form 630, *Application to Become a Leave Recipient Under the Voluntary Leave Transfer Program*. The Employee is to notify their immediate Supervisor of their request, and submit the completed form to the Utah State Human Resource (HR) office.
- C. If the Employee is not capable of completing OPM Form 630 a representative may make the request on behalf of the Employee. The Employee is to notify their immediate Supervisor of their request, and submit the completed form to the Utah State Human Resource office (HRO).
- D. Upon receipt of a completed OPM Form 630, the HR office will verify and validate the employment information contained on the form.
- E. If corrections or additional information is required, the form must be returned to the applicant normally no later than three (3) work days from the receipt of the request.
- F. If no further information is necessary, the application will be processed immediately.
- G. If participation in the leave share program is denied, the Employee may appeal by filing a grievance at Step 2 of the Negotiated Grievance Procedure, but issue is not arbitrable.
- H. Approval by Management to participate in the leave donation program does not mean that the Employee will receive transferred leave, and it remains the responsibility of the Employee to continue to request leave in accordance with the applicable sections of this Article.

SECTION 07.20 - OTHER LEAVE CATEGORIES

Other categories of leave may be granted in accordance with appropriate statutes and regulations, such as Military Leave. Request for these types of leave may be made in writing through submission of a SF-71 as far in advance as possible to the immediate Supervisor. Reasons for disapproval or adjustments necessary

to meet the needs of Management will be discussed with the Employee and, if requested, documented in writing.

ARTICLE 8: UNIFORMS

SECTION 08.01 - GENERAL

- A. The Agency may require an Employee to wear a uniform in accordance with BLM Manual 1103 – Uniforms (April 2016). If during the term of this Agreement BLM-Manual 1103, dated April 15, 2016, is updated and/or deleted, this change will be evaluated by the Parties and affected Sections of this Article may be renegotiated in accordance with law.
- B. This Article does not apply to Law Enforcement (LE), see Article 21 (Law Enforcement) for the agreement relating to Law Enforcement uniforms.
- C. For special occasions the Supervisor shall notify an Employee of the uniform requirement, as far in advance as possible, and at least fourteen (14) calendar days in advance for a change in the uniform required for routine use.
- D. For a change in the routine uniform wear, i.e., contemporary to traditional or a component change, Management's notification of such a change will be in writing.
- E. Employees may wear their uniforms in the course of their personal business while commuting to and from their work location. However, Employees must be cognizant of the image portrayed while wearing the uniform during non-duty hours as they may be perceived as representing the BLM.
- F. In accordance with 5 CFR 591.104 the Agency may establish a higher initial maximum uniform allowance rate (uniform funding) than that stipulated in this Agreement.

SECTION 08.02 - EXCEPTIONS TO UNIFORM WEAR

- A. In accordance with BLM Manual 1103(6)(a), Managers/Supervisors may grant uniform wear exemptions to address an individual's medical condition, safety or significant personal issue(s).
- B. An Employee desiring an exemption to a requirement to wear a uniform must make this request in writing submitted to the Employee's immediate Supervisor.
- C. The Employee's Supervisor will consider this request when determining if an Employee is required to wear a uniform or specific uniform component when accomplishing their assigned duties.

SECTION 08.03 - NON-LAW ENFORCEMENT EMPLOYEES

- A. Within the discretion by BLM-Manual 1103, Employees who are required to wear a uniform will be authorized to select the daily wear uniform in accordance with the following:
 - 1. The Employee's selection will not cause a conflict with a uniform standard established by the Agency for scheduled special events.
 - 2. The uniform will not conflict with established safety requirements determined by a Risk Assessment, or protective equipment requirements established by law or Departmental/Bureau policy or the Supervisor.
 - 3. It will be the Employee's responsibility to report for duty meeting the safety and/or special events uniform requirements for that day's work assignments.
- B. An Employee's Supervisor may require that the Employee obtain one complete "Traditional" uniform as described by Bureau of Land Management Uniform Catalog.
- C. Employees required to wear an official uniform shall receive funding for purchasing the uniform components commensurate with the Supervisor's uniform wear requirements, but will not exceed:
 - 1. eight hundred dollars (\$800) per uniform funding year for Employees who are required to frequently wear a uniform (one to two days a week or more); or
 - 2. two hundred (\$200) per uniform funding year for Employees who are required to infrequently wear a uniform.
- D. Employees who are required to wear a uniform infrequently and are receiving two hundred (\$200) minimum uniform funding may request to receive a higher funding. This request must be in writing to

their Supervisor and specifically state the reason for the request. The Supervisor's decision to grant or deny the request is final. This decision will be provided to the Employee in writing.

- E. Employees will not be required to report for assigned duty wearing a specific uniform type or component if the Employee has not been:
 - 1. provided previous Manager/Supervisor authorization to buy this uniform type or component;
 - 2. provided the uniform allowance for that uniform funding year; and
 - 3. provided sufficient time for acquiring the uniform type or component.
- F. Union representatives who are required to wear a uniform will, at their discretion, be allowed to wear civilian attire or their uniform when on Official Time granted in accordance with this Agreement for meetings with an Employee or Management on such issues as grievance resolution, arbitration, negotiations or a meeting called by Management.
For temporary Employees, uniform components will be considered government property and returned to the issuing office upon termination of the Employee
- G. If the Agency reissues turned in uniform components in a uniform recycle/exchange program it will be the Agency's responsibility to issue these components in good, clean condition.

SECTION 08.04 - UNIFORM WEAR STANDARDS

- A. Employees will be instructed as to the proper standard of wearing the uniform at the time that they are notified of the requirement/authorization to wear a uniform.
- B. Traditional personal items, such as wallets, glasses, pens, cell phones, or keys, may be carried or worn provided they do not unreasonably detract from the appearance of the uniform.
- C. If a Supervisor implements a regular dress down day or a dress down day for a special occasion, at the Supervisor's discretion, it may be made available for Employees required to wear a uniform.
- D. Employees required to wear a uniform will be allowed to wear NFFE/IAMAW (International Association of Machinists and Aerospace Workers) Union pins up to one and three quarter (1 3/4") inches in diameter at any time on their uniforms. They will be placed in such a manner as to not cover name plates or logos, or create a safety hazard. While performing representational duties, the Stewards may wear a Stewards badge in lieu of changing clothes.
- E. Except for required safety footwear identified in a Risk Assessment, the Parties to this Agreement understand that acceptable footwear for wearing with a prescribed uniform will be dark brown, cordovan (burgundy brown) or black shoes/boots of a style selected by the Employee. A supervisor may authorize the wearing of other footwear based on field conditions and the Employee's assigned duties.
- F. For Employees newly required to wear a uniform, the Agency agrees to allow a thirty (30) day period for the Employee to purchase appropriate colored foot wear (e.g., brown, black, or cordovan shoes/boots) before enforcing footwear requirements, excluding foot ware that is a condition of employment or needed for safety. Exceptions granted under Section (6)(a) of the BLM-Manual 1103, will be honored.

SECTION 08.05 - EMPLOYEE ATTIRE

- A. Employees may conform to contemporary apparel and grooming styles that are consistent to the office setting, provided that:
 - 1. the styles do not create a health or safety hazard; or
 - 2. interfere with accomplishment of the mission of the Agency by reducing the Employee's ability to deal effectively with either the public, fellow Employees, other governmental agencies or organizational entities.
- B. An Employee who does not comply with this Article, when reporting to duty may be sent home by their Supervisor. The Employee should be aware that they may be coded as absent without leave (AWOL). The Employee may request the use of leave, credit hours, or compensatory time; the approval will be at the Supervisor's discretion.

- C. While Employees must be neat and clean in attire and personal grooming while on duty, the Parties understand Employees may not remain neat and clean at all times due to the nature of assigned duties. Supervisors may send an Employee home before the end of the Employee's work day for the purpose of changing clothes which have become soiled by the appropriate performance of assigned duties. In this circumstance, time spent during normally assigned duty hours for this purpose will be considered hours of duty for the Employee. The Employee's scheduled lunch/meal period may not be disrupted by this procedure.
- D. On a case-by-case basis, Employees may request permission to change in or out of the uniform while on duty, this authorization will be determined by the Supervisor.

ARTICLE 9: NEW HIRE ORIENTATION

SECTION 9.01 - GENERAL

- A. Management agrees to inform each new Employee that the Union is the exclusive representative of Employees.
- B. Management will provide to each new Employee, as part of their orientation program, the web-site address where the Employees can view a copy of this Agreement and Supplements (MOAs under Article 42 (Publication of the Contract)), a printed copy will be provided upon request.

SECTION 9.02 - ORIENTATION PACKAGE

The Union will supply the Agency, via the office Administrative Assistant or other appropriate administrative person, with a Union handout, brochure or other written information, which will be included in the orientation packages for all new and returning Employees. Management may review this information for consistency with the contract but will not modify the Union orientation packets. The office Administrative Assistant or other appropriate administrative person will inform the Color Country District Union Chief Steward when the supply of Union packets is down to approximately fifty (50).

SECTION 9.03 - EMPLOYEE ORIENTATION

- A. In addition to the new employee modules contained on DOI Learn, or any successor process, Management will strive to hold a formal New Hire Orientation session for new Employees. The sessions will be face to face or via video conference.
- B. The Union will receive a reasonable notice of the time and place of formal New Hire Orientation(s). This notice will normally be fourteen (14) calendar days in advance of the planned New Hire Orientation session(s) which are conducted by the district.
- C. At least one Union representative will be allowed to attend all formal Employee orientation sessions and will be allowed to remain in attendance whenever conditions of employment are discussed, in accordance with the Statute.
- D. In addition, a representative of the Union will be granted thirty (30) minutes to present a briefing. Additional time may be provided if mutually agreed to by the Parties. During the time provided, the Union may distribute a prepared package of materials that is not libelous, derogatory or contain personal attacks against any individual or group, or in violation of the Hatch Act. Such presentation will not include a solicitation for Union membership in violation of the Statute. At the Union's option, Supervisors and Managers may remain for the presentation.
- E. All handouts provided during the new hire orientation will comply with the terms of this Agreement.

ARTICLE 10: PAY AND TRAVEL FOR EMPLOYEES

SECTION 10.01 - REPORTS, HOT LINE, PAYCHECKS AND BACK PAY

- A. Management agrees to provide timely reports of time and attendance for pay purposes to the Department of Interior (DOI)/Interior Business Center (IBC). It is the responsibility of each Employee to fully and accurately record their time and attendance in the official time keeping system or to their timekeeper, as applicable.
- B. Employees may contact the DOI/IBC Payroll Hotline for problems or questions. The number is: (Toll Free) 800-662-4324 or 303-969-7732
- C. Upon request, Management will assist any Employee who does not receive payment by Friday afternoon following the scheduled payday.
- D. Back pay will be paid in accordance with 5 CFR 550 Subchapter H.

SECTION 10.02 - TRAVEL

- A. The Agency agrees to follow all current laws, regulations and policies covering travel to include 5 CFR 610.123: *"Insofar as practicable travel during non-duty hours shall not be required of an Employee. When it is essential that this be required and the Employee may not be paid overtime under 5 CFR 550.112(e) of this chapter the official concerned shall record the reasons for ordering travel at those hours and shall, upon request, furnish a copy of the statement to the Employee concerned."* If overtime is not available to an Employee, the Employee may be entitled to compensatory time for travel as appropriate in accordance with law.
- B. In accordance with Section 10.02(A) above, in so far as practicable the Agency will attempt to minimize the number of Employees required to travel during non-duty hours. In accordance with applicable law and regulation an Employee will be appropriately compensated if the Employee is directed or authorized by their Supervisor to travel during non-duty hours.
- C. Employees will follow all Federal travel regulations.
- D. When on official travel, Employees will not be required to secure non-funded lodging at the private residence of a friend, relative or co-worker. Additionally, Employees will not be required to share a hotel room (government provided lodging), unless it is beyond Management's control (e.g., two (2) rooms and three (3) Employees), or in case of emergency assignments such as Wildland firefighting hand crews.
- E. Use of privately owned vehicles (POV) may be authorized for government travel in accordance with Article 26 (Motor Vehicles) of this Agreement.
- F. Overnight domicile of a government vehicle may be permitted in accordance with Article 26 (Motor Vehicles) of this Agreement.
- G. Employees must have their travel request (authorization) approved by their Supervisor, or other proper Management official, prior to traveling. In case of time sensitive emergency assignments where authorization in the travel system cannot be accomplished prior to the Employee's travel the Employee still must obtain verbal authorization prior to travel.

SECTION 10.03 - COMPENSATORY TIME FOR TRAVEL

- A. Employees are entitled to compensatory time off for travel consistent with 5 CFR 550.1404. For the purpose of compensatory time off for travel, time in a travel status includes:
 - 1. Time spent traveling between the official duty station and a temporary duty station (TDY);
 - 2. Time spent traveling between two temporary duty stations; and
 - 3. The usual waiting time preceding or interrupting such travel (e.g., waiting at an airport or train station prior to departure).
 - 4. Compensatory time off for travel shall be administered consistent with DOI Hours of Work Handbook.

- B. Compensatory time off for travel may only be earned for time in a travel status when such time is not otherwise compensable. Compensable refers to periods of time creditable as hours of work for the purpose of determining a specific pay entitlement. For example, certain travel time may be creditable as hours of work under the overtime pay provisions.
- C. Compensatory time off for travel is forfeited:
 - 1. If not used by the end of the 26th pay period after the pay period during which it was earned;
 - 2. Upon voluntary transfer to another agency;
 - 3. Upon separation from the Federal Government.
- D. An employee may not receive payment for unused compensatory time off for travel.

SECTION 10.04 - COMPENSATION FOR TRAVEL EXPENSES

- A. Employee(s) will be compensated for required travel outside of their normal working hours pursuant to Title 5 Code of Federal Regulations (CFR).
- B. Employee(s) will be properly compensated for travel expenses such as lodging, food, telephone calls, vehicle rentals, etc., by the Agency if travel was properly authorized and the Employee incurred expenses are authorized by appropriate law, regulation or policy.
- C. An Employee may be authorized per diem allowance of $\frac{3}{4}$ of the maximum allowable per diem rate for the locality for one (1) day assignment(s) and may submit a travel reimbursement voucher when all three (3) of the following criteria have been met:
 - 1. travel was outside a fifty (50) mile radius from their assigned duty station;
 - 2. duration of the trip was for more than twelve (12) hours; and
 - 3. the travel was authorized by their Supervisor, or appropriate Management office.

SECTION 10.05 - TRAVEL CHARGE CARD USE BY THE EMPLOYEE

- A. Employees will be authorized to use their Government Travel Charge Card to pay expenses incurred while traveling only when the Employee's Supervisor or appropriate Management Official has properly authorized the Employee's travel and the expenses incurred were in accordance with current law, regulation or policy. Management agrees to follow all law, regulation, and Agency policy concerning travel reimbursement.
- B. Employees are not authorized use of a government charge card for travel and associated expenses without prior approval of their Supervisor or appropriate Management Official for the travel.
- C. Management will notify the Union and meet its obligation to bargain under 5 USC Chapter 71 if changes to the current Government Travel Charge Card procedures are made.
- D. Management will provide the necessary support for Employees to receive timely reimbursement for authorized travel costs incurred in the performance of their duties. The Employee will not be held responsible for late charges or penalties incurred if an error in necessary payment to the Government Travel Charge Card provider resulted from untimely processing of a travel voucher by the Agency, provided the Employee has correctly submitted their travel voucher within five (5) work days of completing the travel.
- E. Travel authorization requests will be responded to as soon as reasonably possible.

ARTICLE 11: DRUG TESTING

SECTION 11.01 - GENERAL

- A. The Agency agrees to provide a written notice to an Employee within fourteen (14) calendar days from when a position is designated as subject to random drug testing or within fourteen (14) days of entry on duty to such a position. This notice will include information on the Drug Program policies, procedures, and appeal rights. Under no circumstances shall the urinalysis test be used as a punitive measure.
- B. Upon request, the Union will be provided lists of positions which are classified as subject to drug testing and are included in the random drug testing program.

SECTION 11.02 - TEST PROCEDURES

- A. If the urine sample is to be provided off-site, at the discretion of Management, the Agency will provide transportation to the site. Employees will be authorized a reasonable amount of Duty Time for travel to and from the site where the sample is to be provided. Required travel will be in accordance with applicable law, rule and regulation.
- B. Management agrees to follow Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMHSA) Mandatory Guidelines for Federal Workplace Drug Testing Programs when performing all test procedures (*Urine Specimen Collection Handbook for Federal Agency Workplace Drug Testing Programs effective May 31, 2014*).

SECTION 11.03 - TEST RESULTS

- A. Employees shall not be required to disclose the legitimate use of a specific drug. Employees will have an opportunity to provide medical documentation supporting legitimate usage upon a positive test result. To be found a valid explanation of a positive drug test result, medical documentation provided by an Employee must be administratively acceptable in accordance with 5 CFR 339.104.
- B. An Employee who is asked questions relating to a positive test result may request a Union representative.
- C. For Employees who have a confirmed positive drug test, Management will, if applicable, provide information about access to the Employee Assistance Program (EAP). Management will in accordance with applicable law, regulation and policy determine if it is appropriate for the Employee to continue Federal employment.
- D. If the current drug testing procedures used by the Agency are changed, these changes will be appropriately negotiated in accordance with the Statute.

ARTICLE 12: POSITION DESCRIPTIONS AND CLASSIFICATION

SECTION 12.01 - GENERAL

- A. The Parties agree that in accordance with law, rule or regulation it is the responsibility of the Agency to provide accurate and properly classified position descriptions (PD) for all Employees.
- B. A PD will accurately describe the duties and responsibilities assigned to a position; and all identical positions within the same organizational unit will normally be covered by this same PD.
- C. The purpose of a PD is to accurately describe, for pay and classification purposes, the duties and responsibilities assigned to, and supervisory controls of a position. The intent of the PD is not to list every duty an Employee may be assigned, but reflects those duties which are pay plan, series, and grade controlling.
- D. The *BLM Manual 1400-335, dated April 22, 2011* will be followed by the Agency.
- E. It is essential to ensure that Employees are assigned appropriate duties, and properly compensated for the duties they are assigned.

SECTION 12.02 - WORK ASSIGNMENTS

- A. It is the responsibility of Management to assign work and determine the qualifications necessary to perform the work.
- B. When work is assigned to an Employee that is not inherent within the Employee's current PD, the Supervisor will inform the Employee if the duties will be assigned temporarily or permanently, and if temporary the anticipated duration of the assignment.
- C. Temporarily Assigned Duties: If the assigned duties are higher, grade controlling duties than the grade held by the Employee, and the Employee meets the time in grade and qualifications, the Agency has discretion to temporarily non-competitively promote the Employee to a higher grade in accordance with Article 12 (Position Descriptions and Classification) of this Agreement.
- D. Permanently Assigned Duties: It is Management's responsibility to insure that newly assigned duties of a permanent nature are inherent within a PD and a determination made as to the impact these newly assigned duties will have on the grade and series of the position.

SECTION 12.03 - REVIEW OF POSITION DESCRIPTIONS (PD) AND CLASSIFICATION APPEAL

- A. Changes to an Employee's PD will be discussed with the Employee and the Employee will be furnished a copy of the revised PD. Upon request, the Supervisor will discuss classification information provided in response to a change in the Employee's PD.
- B. Changes in the work that an Employee is assigned may affect the grade of the Employee's position. The accuracy of a PD will be reviewed as part of the performance plan review or upon request by the Employee or Supervisor. PDs will be revised as necessary in accordance with this Article and law, rule and regulation.
- C. If an Employee feels that their PD does not accurately describe their duties, the Employee should bring the issue to the Supervisor's attention. The Supervisor and Employee will review the PD, and if needed will submit the Request for Position Description Review form (see Appendix F).
- D. The Employee may prepare a revised PD which identifies significant duties currently being performed by the Employee that are not identified in their current PD. If the Employee chooses to prepare a revised PD, on duty time, the Employee must request a release from their normally assigned duties from their Supervisor and will be released dependent on the workload needs of the Agency as determined by the Supervisor. The revision will be submitted to the Supervisor along with a Request for Position Description Review form (see Appendix F).
- E. Upon receiving a Request for Position Description form (Appendix F) the Supervisor will review the form and take appropriate action with respect to the request. If no action is taken within twenty-one

(21) days from submission of the form, to the supervisor, the Employee may file a grievance under the negotiated grievance procedure.

- F. At any time the Employee may appeal the classification of their position in accordance with 5 CFR 511 to either the Department of Interior (DOI) or the Office of Personnel Management (OPM). If appealed through DOI, a DOI classification may be appealed to OPM. If appealed through OPM, an OPM classification may not be appealed to DOI.

SECTION 12.04 - BACK PAY

Employees are entitled to all rights and privileges as described by the Back Pay Act. The effective dates of reclassification actions will be in accordance with 5 CFR 511.701-703.

SECTION 12.05 - COMPLAINTS OVER POSITION DESCRIPTIONS OR ADDENDUMS

When differences concerning the accuracy of a Position Description (PD) or addendum, cannot be resolved between the Supervisor and the Employee, the Employee believes Management has not responded in an expeditious manner to a PD related action, or the Employee believes the administrative process to revise their PD is not being accomplished in an expeditious manner, the Employee may contact the second line Supervisor or file a grievance under the Negotiated Grievance Procedure.

ARTICLE 13: EMPLOYEE PERFORMANCE APPRAISAL PLAN (EPAP)

SECTION 13.01 - GENERAL

- A. To maintain a quality workforce and encourage Employees to strive for top performance the Parties recognize the need and obligation to evaluate the performance of job related duties of all Employees in accordance with applicable law, regulation, and the Performance Appraisal Handbook DOI 370 DM 430 HB-1 (dated 10/16). The Employee Performance Appraisal Plan (EPAP) is linked through performance indicators to the Employee's principle duties.
- B. An EPAP outlines the specific elements and standards that the Employee is expected to accomplish during the rating cycle.
- C. EPAPs should be developed and put in place within sixty (60) days of the beginning of the appraisal period, the Employees entrance on duty, the assignment of an Employee to a detail or temporary promotion scheduled to exceed one-hundred twenty (120) days, the assignment of an Employee to a new position, or their assignment to a new or different Supervisor.
- D. Employees will not be required to sign or initial a blank DI- 3100 or any successor form, or be required to predate their performance plan. If an Employee refuses to sign or initial the DI-3100 form it should be so noted and a copy provided to the Employee. If the successor form is substantially changed, the Union reserves their right to negotiate.

SECTION 13.02 - ESTABLISHING PERFORMANCE ELEMENTS & STANDARDS

- A. Supervisors and Employees should refer to the Performance Appraisal Handbook when developing EPAP elements and standards.
- B. A rating official will be consistent in the development and evaluation of performance elements for Employees having similar duties or responsibilities within the same office. It is Management's responsibility to administer an equitable performance appraisal system.
- C. Performance elements and standards should be strategically linked, results focused, understandable, provide for meaningful distinctions between levels of performance and applied in a verifiable, equitable, achievable and measurable manner.
- D. EPAPs should be flexible so that they can be adjusted for changing program objectives and work requirements. Employees may have a minimum of one and not more than five elements in their appraisal plans, all of which will be considered critical. Through these elements, Employees are held accountable as individuals for work assignments and responsibilities of their position.
- E. A critical element is an assignment or responsibility of such importance that Unsatisfactory performance in that element alone would result in a determination that the Employee's overall performance is Unsatisfactory. Performance elements and standards will be established in accordance with the current DOI Performance Appraisal Handbook dated October 2016, or as amended. The union retains its right, consistent with law, to bargain over any amendment to the DOI Performance Appraisal Handbook. For most Employees this means that Critical elements cannot describe a groups' performance.
- F. In accordance with applicable law and regulation, Supervisor's (Rating Officials) will encourage their Employees to participate individually in identifying their performance elements and establishing performance standards through informal discussions both at the beginning or at any time during the appraisal period when changes in elements and/or standards are needed. However, the responsibility for determining the elements and establishing the standards will remain with the Supervisor.
- G. The establishment of performance elements is a collaborative effort by the Employee and the rating official with final determination being the responsibility of Management. Management will provide the Employee a reasonable opportunity to provide input to their Supervisor regarding performance elements and standards. Input by the Employee regarding the elements and standards shall be given full and thorough consideration by their Supervisor. If requested, the Supervisor will explain the

differences between all performance levels and provide examples on how to achieve these levels of performance.

- H. In accordance with 5 CFR 430, all performance elements and standards will be consistent with the duties and responsibilities contained in the Employee's PD, and therefore, will be understandable, permit accurate evaluation and assessment of job performance by appropriate official(s) and be equitably applied.
- I. Pursuant to 5 U.S.C. 4302(b)(1), Management must establish performance standards which will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria (which may include the extent of courtesy demonstrated to the public) related to the job in question for each Employee or position under the DOI 5-Level Performance System (see the Performance Appraisal Handbook DOI 370 DM 430 HB-1 (dated 10/16).
- J. In accordance with the Performance Appraisal Handbook DOI 370 DM 430 HB-1 (dated 10/16), at a minimum, the Supervisor will define the level of performance at the Fully Successful level of performance. Performance standards must be written in such a way that they may be exceeded.
- K. Employees will be held accountable only for those elements and standards the Employee has been made aware of at the beginning of the appraisal period or during a revision on which a performance-based action is based. Signing of the DI-3100 by the Employee indicates their Supervisor has discussed the elements and standards contained therein. Employees are encouraged to seek clarification from their Supervisor if they do not fully understand the elements and standards contained in their EPAP.

SECTION 13.03 - EVALUATION FACTORS

- A. The rating official will be an individual with administrative authority, and is knowledgeable of the Employee's work performance.
- B. Evaluations should consider factors beyond the Employee's control that may inhibit meeting performance elements.
- C. Specific performance standards in addition to or in lieu of the Benchmark Standards may be used as expressions of the performance threshold(s), requirement(s), or expectation(s) that must be met for each element at a particular level of performance.
- D. The rating official may solicit comments from other Supervisors or Employees regarding specific work performance for special projects undertaken in conjunction with other organizational units or team efforts, however, confidentiality concerning the anticipated rating level will be maintained.
- E. If a bargaining unit Employee believes an element or standard in their Performance Plan is inconsistent with governing law, rule or regulations, the Employee may submit an allegation to their Supervisor in writing stating specifically why the Employee believes the element or standard is inconsistent with law, rule or regulation and provide a copy to the Union. The Union may designate one Union representative to review the disputed elements or standards which have been incorporated into a Performance Plan. The Union after completing their review may make a verbal recommendation (without travel) to the Employee's Supervisor concerning the element or standard in dispute. Official Time for this purpose will be granted as follows:
 - 1. The Employee will be granted up to two (2) hours Official Time to prepare the written allegation of inconsistency.
 - 2. The designated Union Representative will be granted up to two (2) hours for the review.
 - 3. Official Time for discussing with a supervisor "a recommendation" will be consistent with the length of time the Supervisor participates in the discussion. The Employee and Union representative will be released on Official Time for this review process in accordance with CBA Article 38 (Use of Official Time and Travel for the Union).

SECTION 13.04 - CHANGE TO POSITION CLASSIFICATION, DUTIES OR RESPONSIBILITIES

- A. If the Employee's position classification, duties, or responsibilities are changed which requires a change in the EPAP, the change will be communicated to the Employee as soon as practicable.
- B. When an Employee has been given new duties which result in a change to the Employee's current EPAP, the training and experience of the Employee will be considered. The affected Employee and their Supervisor will jointly review the change to the Employee's performance plan. If as a result of the additional duties the Employee has concerns on their ability to meet any new performance requirements, the Employee may provide a written statement to their Supervisor identifying these concerns. The Supervisor will provide the Employee a receipted copy of these written concerns.
- C. For impacts to an Individual Development Plan (IDP) see Article 14 (Employee Training and Development).

SECTION 13.05 - CHANGE IN RATING OFFICIAL

- A. Rating officials who are leaving their current position should conduct interim performance reviews, so long as the EPAP standards have been in place for the minimum ninety (90) days. This interim review will be documented on the EPAP Form (DI-3100) or any successor form, and provided to the incoming rating official.
- B. If the new rating official makes changes to the EPAP elements or standards the Employee must be provided a minimum of ninety (90) days to work under the new EPAP before a rating may be given (*see Article 13 Section 07 (B) for rating period extensions*).

SECTION 13.06 - PERFORMANCE REVIEWS

- A. Supervisors must conduct at least one (1) progress review with each Employee between initiating the EPAP and the end of the rating period.
- B. Performance review discussions will be confidential, conducted in private, and provide clear guidance to the Employee on the type of performance that will merit a rating of at least Fully Successful on each critical element of their EPAP. These reviews are not intended to be an opportunity for Management to conduct an examination as part of an investigation of misconduct of the employee. If Management intends to conduct an examination which could lead to a performance based action, the employee has the right to representation.
- C. Part B of the EPAP form (DI-3100) or any successor form, should be completed after the progress review. Any written feedback should be noted on or attached to the EPAP form. Any recommended training should be noted on an IDP.
- D. If the Employee's performance is observed to be at the *Minimally Successful* rating level at any time during the rating cycle, the Supervisor should make efforts to help the Employee raise their performance to a *Fully Successful* level.
- E. Throughout the performance period, a Supervisor should also consider a variety of circumstances such as physical or emotional problems or lack of knowledge or skills that may affect an Employee's performance and assist the Employee with improving their performance. Such assistance could include additional training to reduce the lack of knowledge or skills, offer EAP assistance for physical or emotional problems, or provide Employee counseling on performance issues.

SECTION 13.07 - PERFORMANCE RATING

- A. At the discretion of Management the rating period will normally end on September 30th of each year. Management may extend the rating period for an individual Employee. However, if the standard global performance rating year is changed Management will appropriately negotiate this adjustment prior to implementation.
- B. An Employee must work under an EPAP for a minimum of ninety (90) days prior to receiving a rating. In accordance with 5 CFR 430, Subpart B, an Employee who did not work under an EPAP for ninety (90) days during the rating period will have the rating period extended to allow the Employee

to work under an EPAP for ninety (90) days. The Rating Official will complete the overall summary rating within sixty (60) days of the close of the annual performance rating period. The rating official will rate the Employee's performance at the end of the rating period extension.

- C. When determining performance rating, the Rating Official must not penalize an Employee for their official Union activities, or other Agency approved activities, e.g., EEO, Special Emphasis, Combined Federal Campaign, or other Agency sponsored functions.
- D. Supervisors will consider mitigating factors such as availability of resources, lack of access to necessary equipment or technology, lack of training or frequent authorized interruptions of normal work duties, any circumstances beyond the Employee's control (e.g. excused absences from assigned work, assigned training of others, etc.) when determining an Employee's performance.
- E. Each critical element will be rated as *Exceptional*, *Superior*, *Fully Successful*, *Minimally Successful* or *Unsatisfactory*. A summary rating of *Unsatisfactory* indicates an Employee has not met the performance expectations for one or more critical elements.
- F. Supervisors will give Employees fair and equitable consideration for awards commensurate with performance. When Supervisors review Employee performance for possible recognition with an award, they will consider such related issues as the Employee's contribution towards increasing productivity, reducing costs, or simplifying procedures or operations. (5 CFR 430.204(B)(1)(iv))
- G. For EPAP rating impacts on career-ladder promotions see Article 13 (Employee Performance Appraisal Plan).
- H. A performance rating of *Fully Successful* in all critical elements is necessary for an accretion of duties promotion.
- I. A Within-Grade Increase (WGI/WIGI) advancement to the next higher step requires a performance rating of *Fully Successful* in all critical elements, in accordance with law, rule and regulation (5 CFR 531, Subpart D).
- J. If an Employee is denied a WGI/WIGI the Employee has fifteen (15) days to make a written request for reconsideration, in accordance with 5 CFR 531.410. If the Employee is dissatisfied with Management's response to the reconsideration request, the Employee may file with the Merit Systems Protection Board (MSPB), but may not file a grievance.

SECTION 13.08 - UNSATISFACTORY PERFORMANCE

- A. *Unsatisfactory* performance means performance of an Employee that fails to meet established performance standards in one or more critical elements of the Employee's EPAP (see 5 CFR 432.103(h) and DOI Performance Appraisal Handbook, A Guide For Managers/Supervisors and Employees, dated 4 October 2004 (Revised 09-10)).
- B. The process of monitoring performance is ongoing. Therefore, a Supervisor should discuss with an Employee their ongoing performance on an as-needed basis. Special emphasis should be given to those cases wherein the Employee's performance indicates a decrease in overall performance.
- C. When dealing with unsatisfactory performance under 5 CFR 432, an Employee will be notified in writing that their performance is *Unsatisfactory* and how it can be improved. Such notification can be given at any time during the performance year when performance is unsatisfactory on at least one element. The Employee will be given an opportunity to demonstrate *Minimally Successful* performance before Management proposes a reduction in grade or removal based on *Unsatisfactory* performance. This written notification will be in the form of a Performance Improvement Plan, often referred to as a "PIP."
- D. Upon the Employee being notified of *Unsatisfactory* performance, the Supervisor will initiate a Performance Improvement Plan (PIP) which will provide the Employee a reasonable amount of time to demonstrate acceptable performance.
- E. The PIP will establish the amount of time commensurate with the duties and responsibilities of the Employee's position sufficient to allow the Employee to show whether he or she can perform acceptably to the standard(s). This amount of time should be discussed with the Employee however, the final determination for the duration of the PIP will be made by the Supervisor.

- F. Rating officials will make efforts to help Employees with less than *Fully Successful* performance raise their performance ratings. This can include Supervisory instruction and counseling, personal demonstration, peer coaching, frequent reporting, special assignments, on-the-job training, etc.
- G. Supervisors will endeavor not to assign additional duties and responsibilities to an Employee who has been provided an opportunity to demonstrate acceptable performance during a PIP. When circumstances require that a Supervisor assign additional duties and responsibilities to an Employee who is on a PIP, the Supervisor will do so in consideration of Management's responsibility to provide the Employee a reasonable opportunity to demonstrate acceptable performance in accordance with 5 CFR 432.104.
- H. If additional duties are assigned during the time the Employee is on a PIP the Supervisor will revise the conditions of the PIP to adjust to the new conditions. The Supervisor will meet with the Employee to discuss the accomplishment of the additional duties, workload, and the revision, if any, to the PIP.
- I. At the end of an Employee's PIP, if the Employee's performance improves to an acceptable level, they will be notified in writing that their performance is acceptable. An EPAP form (DI-3100) or any successor form, will be completed to indicate the Employee has reached an acceptable level of performance and a copy will be provided to the Employee. The new EPAP form will be provided to the Employee within thirty (30) days of the end of the PIP.
- J. If the Employee's performance continues to be unsatisfactory in one or more critical elements at the conclusion of the PIP, the Supervisor may take one or more of the following actions in accordance with 5 USC Chapter 43; 5 USC Chapter 75; 5 CFR 752 and 5 CFR 432:
 - 1. reassignment;
 - 2. reduction in grade; or
 - 3. removal.

SECTION 13.09 - TEMPORARY FIREFIGHTERS

- A. When applicable, for temporary firefighters who are hired for more than sixty (60) and not to exceed 120 days, Management will, for reemployment purposes, provide the Employee a provisional appraisal at termination of employment.
- B. This provisional appraisal is not a summary record of performance under the Performance Appraisal Handbook DOI 370 DM 430 HB-1 (revised 09/10) and is only for indicating the Employee's level of work performance, (i.e. *Exceptional*, *Superior*, *Fully Successful*, *Minimally Successful* or *Unsatisfactory*) for a previous period of employment when being considered for reemployment.
- C. The rating provided will be based on the Supervisor's determination of the Employee's work performance and is not grievable.

SECTION 13.10 - DOCUMENTATION

- A. Written documentation of performance discussions concerning work performance, if any, shall be provided to the Employee.
- B. Supporting documentation shall be provided to the Employee upon request.

SECTION 13.11 - REDRESS OR GRIEVABILITY

- A. An Employee who is dissatisfied with any aspect of the EPAP such as: initiation; periodic review(s); annual rating; or the application of elements or standards may file a grievance in accordance with Negotiated Grievance Procedure (Article 34).
- B. If an Employee is unsatisfied with their overall summary rating the Employee may choose to proceed with either (1) or (2) below, but not both:
 - 1. An Employee may submit written comments to the overall rating of record, the element ratings and/or the narrative comments if they desire. These comments must be submitted to the rating official within thirty (30) days of the date the Employee receives/signs the rating of record on the EPAP. The rating official should forward these comments to the Human Resources Office at the

State Office (SO) to be filed with the completed EPAP in the electronic official personnel file (eOPF). These written comments will not change the rating of record as determined by the rating official.

2. When an Employee has a concern about the rating given on a particular element, which if changed, will affect the outcome of the rating of record, the Employee may file a grievance under the Parties Negotiated Grievance Procedure (Article 34).
- C. Management's identification of critical elements and establishment of performance standards will not be subject to arbitral review.

ARTICLE 14: EMPLOYEE TRAINING AND DEVELOPMENT

SECTION 14.01 - GENERAL

- A. Employee training and development will be in accordance with 5 CFR 410.
- B. The Parties recognize the value of a well trained work force and the need for a well-planned and conducted training effort to meet the short and long term challenges facing the Agency. Training will be aimed at improving job performance, meeting the needs of the organization as determined by the Agency and providing for Employee career development.
- C. Employees may apply for training for which they qualify and are free to discuss training needs with their Supervisors and with Employee development specialists or staffing specialists servicing their organizations. However, the Agency retains the right to determine the investment to be made in training, select training methods and facilities, schedule, and assign Employees to training.

SECTION 14.02 - INDIVIDUAL DEVELOPMENT PLAN (IDP)

- A. The Employee and the Agency share the responsibility to identify training needed to improve individual and organizational performance and identify methods to meet those needs, effectively and efficiently. Supervisors should, if requested, assist Employees with developing an IDP in accordance with the Department of the Interior's (DOI) Performance Appraisal Handbook, A Guide for Managers/Supervisors and Employees. This plan should identify training, experience, job opportunities, or other items recommended to improve job performance and address the Employee's short and long term career goals.
- B. For planning and budget purposes, Employees should identify requests for training on an IDP at the beginning of the performance cycle, but Employees are not precluded from addressing training needs with their Supervisors throughout the year.
- C. In order to ensure a strong leadership base for the future of BLM and enhance career opportunities, the Agency agrees to consider supervision and management training programs for Employees who express an interest in such programs.
- D. If it is determined by the Employee's Supervisor that a new or revised individual development plan (IDP) must be established, the Employee will be allowed to provide input to this process which will be given full and thorough consideration. The Employee's Supervisor will strive to implement any new or revised training plan as soon as reasonably possible after the change.

SECTION 14.03 - TRAINING

- A. The Agency will endeavor to schedule training so Employees should not have to travel on weekends.
- B. Each Employee is responsible for applying effort, time and initiative in increasing his or her potential value through self-development and training.
- C. To the extent practicable as determined by the Agency, and to the extent allowed by law, rule or regulation, Supervisors/Managers will make fair and equitable efforts to assist Employees in partaking of training necessary to improve individual performance, potential and efficiency.

SECTION 14.04 - RECORDS

Job related training courses taken outside DOI Learn may be added to the Employee's DOI Learn transcript by the Employee submitting an electronic SF-182 through DOI Learn.

SECTION 14.05 - WORK SCHEDULE ADJUSTMENTS FOR TRAINING

See Article 05.03, *Hours of Duty*

SECTION 14.06 - PAYMENT FOR NON-MANDATORY TRAINING OR CLASSES

- A. In accordance with budget limitations, regulations, and mission requirements, Employees may request assistance with obtaining training which benefits the Agency in the Employee's current position through use of innovative funding strategies (i.e. work time, tuition/cost sharing, paying for books, etc.). Training or classes will not be provided solely for the purpose of obtaining an academic degree. The assistance provided and payment for training will be at the discretion of the Agency.
- B. Employees requesting payment for training must obtain their Supervisor's written approval prior to the start of the training or class. Until the Supervisor's written approval is received payment is not guaranteed. All agreements regarding training must be documented in writing. A Supervisor may require an Employee complete a Standard Form (SF) 182.
- C. The Employee must submit a certificate or transcript to the Supervisor indicating successful completion of the training or class in accordance with OPM, DOI and BLM guidelines within thirty (30) days of the end of the training or class. If the Employee does not provide such documentation, the Agency will assume that the Employee did not successfully complete the training or class. If the Employee does not successfully complete the class or training the Agency may require reimbursement for any payments made.

SECTION 14.07 - USE OF EQUIPMENT

For Employees enrolled in Agency approved job-related training courses the Agency agrees to make available in accordance with all laws, regulations, policy and mission requirements, and if available at the Employee's work site, such equipment as desk calculators, computers, etc.

ARTICLE 15: AWARDS PROGRAM

SECTION 15.01 - GENERAL

- A. It is the Agency's responsibility to administer an equitable Awards Program. The Parties agree that the program will be used to the maximum extent to recognize Employees for their outstanding contribution. The Parties further agree that safety, productivity, efficiency, public service, cost reduction, special acts and services that go beyond the Employee's expected duties and responsibilities will receive emphasis in the awards program.
- B. It is agreed to by the Parties that when Managers and Supervisors recommend Employees for specific awards they match the recommended award to the achievement and the award is timely.
- C. The Parties recognize that the use of all awards must be in accordance with 5 CFR 430, 5 CFR 451 and Department of the Interior (DOI), 370 Departmental Manual (DM) 451, *Awards and Recognition Program*, dated 16 July 2008. There will be no blanket statements made by Supervisors or Managers regarding how awards will be implemented that conflict with Departmental policy.
- D. The Agency agrees to not use the Awards Program as a substitute or in lieu of proper classification and pay (e.g., temporary promotions for higher graded work), but Supervisors should not refrain from recognizing an Employee's work through the appropriate use of the Awards Program.
- E. The method used by the Agency to establish and give awards under this Article shall be developed and applied in a fair and equitable manner. Supervisors will not penalize Employees for their use of approved leave when making an award determination.
- F. The Agency will consider the following when making a determination as to the award given:
 - 1. Type of award applicable in accordance with rules, laws, and regulations.
 - 2. The Employee's overall performance.
 - 3. The award's ability to match the Employee's achievement(s).
 - 4. Appropriate recognition of the Employee's performance/achievement.
 - 5. The Employee's personal preference (e.g., cash award, time off, non-monetary, etc.).

SECTION 15.02 - AVAILABILITY OF INFORMATION

Upon request by the Union, the Agency agrees to annually provide to the Union a list of awards given to all Bargaining Unit (BU) Employees. This list will include the type of award, organizational code, position, effective date, grade of the Employee and the monetary or hourly amount of the award.

SECTION 15.03 - NON-MONETARY AWARDS

- A. While monetary awards are important, the Parties agree that non-monetary awards are also important in recognizing Employee performance and achievements.
- B. When a non-monetary award is determined appropriate for recognition of an Employee's achievements, the Agency should provide an award that shows the sincere appreciation of BLM Color Country District Management.

SECTION 15.04 - AWARDS AND RECOGNITION PRESENTATION

- A. The Agency's goal is to make public award presentations to an Employee or group of Employees in such a manner that reflects the importance and reason for the award.
- B. Managers and Supervisors are encouraged to publicly recognize Employees who provide consistent, high quality performance, commitment, and effort.
- C. Managers and Supervisors are encouraged to give team awards for group projects, both locally and District-wide.
- D. Management is encouraged to provide refreshments when presenting awards.
- E. Employees are encouraged to recognize each other, formally or informally, through Peer awards.

ARTICLE 16: PROMOTION, REASSIGNMENT, AND DETAILS

SECTION 16.01 - GENERAL

- A. The Agency retains the right to select or not select an Employee(s) or applicants under the procedures set forth in this Agreement, and in accordance with applicable law and regulations.
- B. The procedures agreed to in this Article apply only to the filling of a bargaining unit positions.
- C. All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age, non-disqualifying handicap, or sexual orientation as required by applicable law.
- D. Management agrees to consider the knowledge, skills, and abilities of Employees to the maximum extent possible consistent with mission requirements, merit principles, and applicable laws and regulations.
- E. Management will consider Employee career development opportunities when selecting Employees for details, temporary promotions, training opportunities, teaching opportunities, cross Agency training, etc., see also Article 14, Employee Training & Development.
- F. When Management deems it would be advantageous to the Agency, Management agrees to advertise positions at grades below their full-performance grade level to enhance career ladder opportunities.

SECTION 16.02 - INFORMATION

- A. Applicants, or their designated representative, are entitled to information as to whether they met the basic qualification(s) and requirement(s) for the position (including time-in-grade requirements), and whether their name was referred to the selecting official as one of the best qualified candidates.
- B. Candidates who were referred to the selecting official, but were not selected, may request information from the selecting official as to what they can do to improve their chances in future competition.

SECTION 16.03 - COMPETITIVE MERIT PROMOTION PROCEDURES

- A. Competitive merit promotion procedures will be in compliance with 5 CFR 335, the DOI Merit Promotion and Placement Policy, BLM Manual 1400-335, and all other applicable law, regulation and policy.
- B. Merit Promotion/Ranking panels may be used by the Agency to select for or determine the best qualified candidate for promotion in accordance with current BLM Policy and Instruction Memorandum. Promotion/Ranking is based on the Employees meeting established qualification for merit promotion.
- C. The Agency will ensure that all Employees within the area of consideration who are absent for legitimate reasons receive appropriate consideration for promotion in accordance with 5 CFR 335.103(b)(2).

SECTION 16.04 - NON-COMPETITIVE CAREER LADDER PROMOTION

- A. This Section does not apply to an Employee during their probationary period.
- B. In accordance with applicable law, regulation and policy, Employees who have competed and were selected for a career ladder position will be timely promoted when such issues as their performance, experience, training or time in grade meet the requirements for the promotion.
- C. Prior and timely to the time-in-grade promotion eligibility the Supervisor will provide written notice to a career ladder Employee whose performance does not warrant promotion to the next higher grade. The Employee will be given an opportunity to improve their performance to a level warranting promotion.
- D. In accordance with 5 CFR 335.104, no Employee shall receive a career ladder promotion unless his or her performance rating of record is Fully Successful or higher in all critical elements of his or her performance rating. In addition no Employee may receive a career ladder promotion who has a rating

of Minimally Successful or Unsatisfactory on any critical element that is also critical to performance at the next higher grade of the career ladder.

SECTION 16.05 - VOLUNTARY REASSIGNMENT

- A. In the event an Employee desires to be temporarily or permanently reassigned, they may contact the Utah State Office HR to determine vacant positions within BLM-Color County District.
- B. An Employee shall make the request for a voluntary reassignment to their Supervisor in writing and include the reason(s) for the request. However, it is the Employee's responsibility to contact the Supervisor of a vacant position to indicate their interest to be voluntarily reassigned to the vacant position.
- C. Management may be required by law, rule or regulation to evaluate the requesting Employee's ability to meet qualifications of the vacant position. To determine the Employee's qualifications, Management may require the Employee provide a current resume. The information provided by the Employee could affect Management's determination of Employee's ability to perform assigned duties.
- D. If the voluntary reassignment request is for a personal hardship (Hardship Request) Management may require the Employee submit appropriate documentation to support the request. The information provided will only be shared with those who will assist in making decision regarding the hardship reassignment or have a need to know.
- E. Employees should make themselves aware of the functional requirements and environmental factors required of the vacant position.
- F. The Employee will be notified of what assistance, if any, will be provided. If Management is unable to assist the Employee, the Employee will be notified as quickly as possible.
- G. The Parties agree that if a voluntary reassignment is associated with or connected to a Reasonable Accommodation, the Employee and Management will conform to DOI's Personnel Bulletin No. 08-09 and Article 25 (Employee Work Space and Equipment).

SECTION 16.06 - INVOLUNTARY REASSIGNMENTS

- A. At its discretion, Management may involuntarily reassign an Employee(s) to a position(s) located in the same, or a different, commuting area.
- B. Management will consider the use of reassignments to existing vacancies to reduce the effect of Reduction In Force, for example, because of budgetary shortfall, provided the Employee is qualified and can properly perform the duties.
- C. The effective date of an involuntary reassignments will not be less than sixty (60) calendar days from the date the Employee is notified of the involuntary reassignment, unless agreed to by the Employee or the new position is within the Employee's current commuting area.
- D. For Employees who are involuntarily reassigned outside their current commuting area and the reassignment is within BLM-UT, in accordance with law and regulation, the Agency will pay appropriate permanent change of station costs and provide a reasonable excused absence of up to forty (40) hours from the losing Supervisor and forty (40) hours from the gaining Supervisor.
- E. For Employees who were reassigned to a position with substantially different duties from those performed in their previous position the Agency will provide appropriate job related training as determined by Management. The Agency will allow the Employee reasonable time to reach acceptable performance in the newly assigned duties.

SECTION 16.07 - Change to Lower Grade

- A. A Change to Lower Grade changes the Employee to a lower grade or to a position with a lower rate of basic pay. A change to lower grade may happen for a variety of reasons such as, but not limited to:
 - 1. an Employee's request;
 - 2. a desk audit (*see Article 12 - Position Descriptions and Classification*);
 - 3. a reorganization (*see Article 29 - Reorganizations*);

4. a reduction in force (*see Article 30 – Reduction in Force RIF - Furlough*); or
 5. a disciplinary action (*see Article 32 – Investigations Discipline and Adverse Actions*).
- B. A Change to Lower Grade will be considered to be voluntary when it is made at an Employee's request.
- C. Pay and grade retention or re-promotion consideration shall not apply to Employees who are changed to a lower grade due to personal cause or at the Employees request, unless otherwise provided by law and regulation (see 5 CFR 536.101-105).

SECTION 16.08 - DETAILS and Temporary Promotions

A. General

1. When an Employee is detailed or temporarily promoted for more than thirty (30) calendar days, the detail will be documented in the Employee's eOPF by SF-50.
2. Management will deal fairly and equitably when assigning details and temporary promotions to Employees. Before being assigned to a detail or temporary promotion Employees will be informed of the duties, required skills, necessary qualifications for the particular detail or temporary promotion and the anticipated duration.
3. When it has been determined to temporarily fill a vacant position using either a non-competitive temporary promotion or a detail of one hundred twenty (120) days or less, Management will send the interest announcement via email to those BLM-UT Employees duty stationed within the area of consideration as described in the interest announcement.
4. In order for Employees to request consideration for a detail or non-competitive temporary promotion the Employee must notify the selecting official of their interest and obtain the support of their current supervisor. They may provide reasons why they believe they should be considered.
5. When an Employee is detailed to a higher graded position for fourteen (14) consecutive calendar days and the Employee is qualified to fill the position through temporary promotion, the Employee may be temporarily promoted into the position and receive the rate of pay of that position commencing on the fifteenth (15th) day. However, if it is requested by the Employee and more financially advantageous to the Employee, a temporary promotion may be coded as a detail for pay setting purposes.
6. Employees detailed to a higher graded position do not always qualify for temporary promotions. Employees may contact the Supervisor and request to be informed as to why they would not be temporarily promoted.

B. Details

1. A detail is a temporary assignment. Under a detail an Employee is assigned a different position or duties for a specified time period with the Employee returning to their regular duties at the end of time period. There is no formal position change, officially the Employee continues to hold the position from which detailed and keeps the same status and pay. Employees do not need to meet qualification standards in order to be detailed. However, Employees must meet positive education requirements and special licensure requirement in order to be detailed into the position with these requirements.
2. Details may be used for, but are not limited to, meeting emergencies, abnormal workloads, changes in mission or organization, cross-training to expand an Employee's capability, improve workforce skill mix, absences of personnel, or filling vacancies prior to permanent placement action.
3. Details will not be used for the purposes of reprisal.
4. The Agency agrees that when detailing an Employee to a set of duties which have not been classified, the duration of the assignment will normally be for less than thirty (30) days. For a situation that requires the Employee being assigned, as described above, in excess of thirty (30) calendar days the detail will be limited to the shortest practicable time.

5. Employees may make requests for detail assignments. If the Agency is unable to honor an Employee's request for a detail assignment, the Agency will make every effort to consider the Employee for future opportunities. Upon request by the Employee, the Agency will furnish an explanation of why the detail was denied.

C. Temporary Promotions

1. A temporary promotion is the temporary assignment of an Employee to a higher graded position for a specified period of time, with the Employee returning to their permanent position upon the expiration of the temporary action. In order for an Employee to be temporarily promoted, they must meet the same qualification requirements that are necessary for a permanent promotion. The temporarily promoted Employee receives the higher graded salary for the period assigned, gains quality experience, and time-in-grade.
2. A temporary promotion of 120 days or more must be advertised in accordance with law and regulation. Employees are encouraged to develop a search agent on USAJobs.gov which will notify them when opportunities become available which match their search agent.

ARTICLE 17: PROFESSIONAL RECOGNITION

SECTION 17.01 - PUBLICATIONS AND AUTHOR CREDITS

The Parties to this Agreement recognize the importance of the Professional Employee's contribution to the administration of Public Lands and will, whenever determined applicable by the Agency, credit the Professional Employee's contribution to a published scientific or technical work. To be provided credit the Professional Employee's contribution will meet the highest appropriate standards of scientific and technical reporting. Such credit may be provided in BLM scientific or technical publications, in scientific or technical reports, in journals, or in proceedings of professional meetings. Review and approval of providing credit for a Professional Employee's contribution to a scientific or technical work will be by the Agency.

Written documents such as technical reports, project documents, proposals, or specifications may bear the names of the principal author(s) and/or contributors if determined appropriate by the Agency. When written recognition is given to the Professional Employee, the Agency will strive to ensure accurate credit is given relevant to the Employee's contribution. A Professional Employee may request from their immediate Supervisor that their name not be considered for written recognition. The Employee's Supervisor will consider this request when determining appropriate written recognition.

SECTION 17.02 - PHOTOGRAPHIC AND GRAPHIC CREDIT

Photo and graphics credit may be given if determined appropriate by the Agency. When written credit is given by the Agency, it will ensure accurate credit is given relevant to the Employee's photographic or graphic contribution.

SECTION 17.03 - AUTHORSHIP

Professional Employee(s) assigned by the Agency to produce a scientific or technical paper may be available for credit as Author or Co-Author. Credit for substantial assistance by other Employees may be given by the Agency through an acknowledgment. The Agency will be responsible for determining the principal author for any work.

SECTION 17.04 - SCIENTIFIC & SCHOLARLY INTEGRITY

For questions regarding scientific/scholarly integrity see Department Manual 305 DM 3 *Integrity of Scientific and Scholarly Activities*.

ARTICLE 18: TEMPORARY EMPLOYEES

SECTION 18.01 - GENERAL

A Temporary Employee will be given written confirmation of appointment and an SF-50.

SECTION 18.02 - REHIRE ELIGIBILITY

- A. When a Temporary Employee, who is rehire eligible, is hired, they will be informed that satisfactory performance must be obtained for rehire eligibility.
- B. Rehire eligibility is not a job guarantee for the next season. The determination to rehire will be made by the Agency

SECTION 18.03 - MISCONDUCT/POOR PERFORMANCE

At the Agency's discretion a Temporary Employee may be disciplined or terminated for misconduct or terminated for poor performance. A Temporary Employee terminated for misconduct or performance will receive a written notice indicating the reason(s) for the termination.

SECTION 18.04 - TEMPORARY EMPLOYEE GRIEVANCE RIGHTS

Temporary Employees covered by this Agreement have the right to file a grievance in accordance with Article 34, *Negotiated Grievance Procedures*, found in this Agreement. Temporary Employees may not file a grievance for termination for cause.

ARTICLE 19: WILDLAND FIRE AND FEMA SUPPORT

SECTION 19.01 - GENERAL

- A. The Parties agree that Employees may be called upon to support incidents such as wildland fire operations and Federal Emergency Management Agency (FEMA) support.
- B. Allowing Employees to obtain training and qualifications, so that they may accept incident assignments, is necessary to the support of the BLM mission. Not only does it enhance career development and Employee morale, it is a cost savings measure for the local office to send qualified personnel on fire assignments or to support National Emergencies on all-risk incidents.
- C. Temporary assignment of any Employee to an incident does not remove their position from the Bargaining Unit, nor does it abrogate the Employee's right to Union representation, except when an Employee is officially detailed to a supervisory position.
- D. All Employees should make themselves aware of their Union representative's name and phone number prior to departing for an incident.

SECTION 19.02 - TOUR OF DUTY

- A. Employment as a fire fighter will not preclude an Employee from requesting an Alternative Work Schedule (AWS) (see Article 5 *Hours of Duty and Schedules*). However, AWS may not be available during the fire season or other emergency assignments.
- B. To address the emergency status of an incident, Management retains the right to change an Employee's tour of duty without giving previous notice to the affected Employee. However applicable changes that include premium pay scales will follow all law, policy, and regulation.
- C. If any Employee's regularly assigned tour of duty is changed in response to a support assignment, the Employee will resume their regularly assigned tour of duty upon completion of the assignment.
- D. An Employee may not waive any rights provided by the Articles of this Agreement as a precondition of employment.

SECTION 19.03 - TRAINING

- A. Any Employee interested in obtaining information concerning red card qualifications will contact their immediate Supervisor to discuss their interest. If the Supervisor is not able to provide all the information requested that Supervisor will direct the Employee to the appropriate Official.
- B. If the Employee decides they are interested in obtaining red card qualifications the Employee will meet with their immediate Supervisor to discuss modifying their Individual Development Plans (IDPs), and the scheduling of future training needs, if applicable. It is important for Employees to start this conversation during the non-fire season, which may be as early as November for training that normally occurs in the spring.

SECTION 19.04 - ASSIGNMENTS

- A. Employees interested in going out on incidents are encouraged to have a discussion at the beginning of each fire season to discuss their availability and workload priorities with their Supervisors. Supervisors should identify mission critical work, deadlines, and time periods for which Employees can make themselves available in the Resource Ordering Status System (ROSS).
- B. Employees should not list themselves as available in ROSS unless they are prepared to take an assignment and have tentative approval from their Supervisor.
- C. Before accepting an assignment an Employee must gain approval from their immediate Supervisor.
- D. Employees assigned to support an incident will be required to follow the directions of the Incident Commander (IC) or appropriate chain of command.

SECTION 19.05 - QUALIFICATIONS AND TESTING

The Parties agree that the methods and operating procedures for administering the Work Capacity Tests for Firefighters will be such that personnel will not be exposed to occupational safety/health hazards, except where such exposure is a necessary part of the Employee's official duties. When conducting Work Capacity Testing, the Agency agrees to take into consideration the environmental conditions, location of the tests, and proximity to medical facilities when making a determination as to the need and availability of qualified medical personnel.

SECTION 19.06 - FIRE FIGHTER DETAILS, TEMPORARY REASSIGNMENTS AND POSITION DESCRIPTIONS

The Agency will assign work to Fire personnel in accordance with applicable law, rule, regulation and Articles of this Agreement when making work assignments to include details and temporary reassignments (see Article 5 *Hours of Duty and Schedules*). Prior to a Supervisor assigning duties, other than those normally assigned, the Supervisor will ensure the Employee holds the required Red Card qualifications and/or received required training. The Parties recognize that the Agency may assign Fire personnel work outside their normally assigned duties. (See Article 12 *Position Descriptions and Classification*)

SECTION 19.07 - RENTAL QUARTERS

Rental Quarters (RQ) for Fire Personnel will be governed by applicable law, rule, regulation and Article 20 (*Government Provided Housing*) of this Agreement.

SECTION 19.08 - HAZARD PAY

Employees working fire assignments will be paid hazard pay in accordance with applicable law, rule and regulation. For definition of a prescribed fire becoming a wildland fire see Interagency Standards for Fire and Fire Aviation Operations (Red Book).

SECTION 19.09 - NECESSARY ERRANDS

It is recognized that for fire crews traveling on official business which includes but is not limited to, travel to or from a fire assignment on short notice, it may be necessary to perform such errands as stopping at an ATM to obtain cash for travel, fill a medical prescription or purchase other items of necessity. Therefore, Fire personnel, at the discretion of their Supervisor, may be allowed to conduct errands such as banking or filling prescriptions, or the like when traveling on short notice in a government vehicle on official duty. The use of a government vehicle for this purpose will be in accordance with regulations which apply to the use of government vehicles.

SECTION 19.10 - SAFETY EQUIPMENT

In accordance with Article 22 (*Occupational Safety and Health*) of this Agreement, the Agency agrees to provide specialized safety equipment and personal protective equipment which is required for the job, and that the Employee is not required to possess as a condition of employment. This includes but is not limited to such items as, helmets, clothing and gloves. The Agency will provide an annual stipend towards the purchase of fire boots for those fire fighters whose position description includes fire suppression activities and who qualify in accordance with BLM Standards for Fire Business Management.

SECTION 19.11 - FILING A GRIEVANCE DURING ASSIGNMENTS

- A. *Article 34 (Negotiated Grievance Procedures)* of this Agreement will be used by any Employee when a grievable issue develops, while on temporary assignment to an incident. The Employee will be allowed to request in writing via email or fax an abeyance of the time limits to file a grievance

from their Supervisor until such time the Employee returns to their normal duty station. At the time the Employee submits the request for an abeyance a copy of the request will also be sent to the BLM-UT State Office Labor Relations (LR) Specialist.

- B. Regardless of whether or not the Supervisor is available to receive the email or fax, the abeyance will be granted.
- C. If the Employee has requested an abeyance for the deadline to file a grievance over a grievable issue which occurred during the assignment to a incident, when the Employee returns to their normal duty station the Employee has twenty-one (21) calendar days to file a grievance on this incident.
- D. In the event that the aggrieved Employee is reassigned to another incident away from their normal duty station within twenty-one (21) calendar days of returning from the previous incident, the requested abeyance will be continued until the Employee returns to their duty station.

ARTICLE 20: GOVERNMENT PROVIDED HOUSING (GPH)

SECTION 20.01 - GENERAL

- A. This Article will be governed by The Department of the Interior's (DOI) most current edition of the *Housing Management Handbook* and the Bureau of Land Management (BLM) Manual 1534, *Government Provided Housing (GPH)*.
- B. The Parties agree that laws, rules, and regulations pertaining to GPH such as, but not limited to, the Office of Management and Budget (OMB) Circular No. A-45 Rental and Construction of Government Quarters and the DOI Departmental Quarters Handbook will be followed by BLM-Color Country District Management when providing Employees GPH.

SECTION 20.02 - RENTAL QUARTERS

- A. *As an incidental service in support of BLM-UT programs*, Government Provided Housing (GPH) may be provided by Management for Employee use at the Employee's cost at such locations as, but not limited to, Fire Stations, for mission critical functions resulting in a benefit to the Agency.
- B. GPH will be at the Employee's expense.
- C. GPH will be provided if it has been identified in the vacancy announcement, the Position Description (PD), and/or at Management's discretion.
- D. The decision to make GPH available for Employees will be the Management's exclusively.
- E. Prior to Management terminating GPH for Employees at a location the Union will be notified. In accordance with Article 41 (Mid-Term Negotiations) of this Agreement the Union may request to negotiate this change in working conditions in accordance with the Statute.

SECTION 20.03 - INSPECTION

For GPH that are co-located at Fire Stations within BLM-Color Country District and will be occupied by Bargaining Unit Employees, the Union will be given the opportunity to annually jointly inspect with the Management representative the GPH to be occupied. This opportunity to jointly inspect the GPH will be provided prior to Employee occupancy at the beginning of the scheduled Fire Season. Advance notice will be given to the Union as soon as scheduled inspection is made by Management so that arrangements can be made for joint inspection.

SECTION 20.04 – RENTAL AGREEMENTS

- A. Agreements for GPH affecting Bargaining Unit Employees will establish a customary Landlord-Tenant relationship. It is understood by the Parties that Management will provide Employees rental agreements that meet all laws, rules and regulations governing the rental of housing/quarters to Employees.
- B. Prior to signing an agreement for rental of GPH an Employee will be provided a document(s) identifying restrictions on the use of the GPH and any adjoining office space or other government property. If applicable, a copy of any rules will also be provided to the Employee tenant prior to signing the lease agreement.

SECTION 20.05 - RENTAL ADJUSTMENTS

In accordance with the DOI, *Housing Management Handbook*, and BLM Manual 1534, *Government Provided Housing*, a rental adjustment may be made based on the reliability and adequacy of water supply; electric service; fuel for heating, cooling and cooking; police protection; fire protection; sanitation service; telephone service; housing co-located with administrative space; or excessive noise and odors. The Employee-tenant shall notify the Landlord of any deficiencies. The Agency should respond to the notice within thirty (30) days.

SECTION 20.06 – EXCLUSIVE USE

Once the Agency and the Employee enter into a Landlord-Tenant agreement, the Agency agrees that the Employee sleeping quarters will not be used by any other person that does not have a lease agreement for that specific facility. The Agency will limit the use of common areas so not to be distributive to the tenants.

SECTION 20.07 - FURNISHINGS

When provided by the Agency, furniture provided for the Employee's use in Rental Quarters will be in accordance with governing law, rule, regulation, and Departmental and Bureau guidance. The Agency will consider the Employee's comfort when making furniture selections.

SECTION 20.08 - FACILITIES

- A. In accordance with Section 3.4.1 of the Departmental Housing Management Handbook, the Bureau of Land Management has the responsibility as landlord to ensure that GPH are in good condition and are safe, sanitary, decent, energy efficient and in good repair prior to occupancy and when vacated. This responsibility includes each GPH shall be inspected by facility/maintenance personnel.
- B. If the Agency directs Bargaining Unit Employees to maintain GPH, they will be properly trained and equipped to accomplish these assigned duties. Occupants will keep their quarters in a clean and safe condition at all times and upon vacating.
- C. Unisex facilities, such as showers and toilets, currently provided at GPH sites will provide adequate privacy necessary for occupancy by either sex.

SECTION 20.09 - SECURITY OF OCCUPANT'S PERSONAL ITEMS

To better ensure the security of the tenant's personal items within the GPH, the Agency will provide sufficient information to understand the nature of the room they will encumber. The Parties agree that, at a minimum, a 4 cubic foot footlocker with locking mechanism will be provided to each tenant. The tenant is responsible for providing their own standard lock.

SECTION 20.10 - USE OF GOVERNMENT PHONE

The Parties agree that when a non-dedicated business facility line is available, the GPH tenant will be allowed (during non-business hours) one incoming and one outgoing phone call daily, so long as there is no additional cost to the government. Employees shall ensure that all long-distance calls are made at their own expense. Employees may not make personal long-distance calls expecting to reimburse the Government later. Each call is not to exceed five (5) minutes.

SECTION 20.11 - PHYSICAL FITNESS EQUIPMENT

- A. The Agency will consider the exercise needs of the Employee in order to meet the physical qualifications of their position. Employees may request additional exercise time from their Supervisors. The Supervisor will consider the Employee's needs for exercise to meet the physical fitness qualifications of their position when responding to the request.
- B. Prior to making changes to weight/workout equipment for the fire facilities, the Agency will consult with the Color Country District Union Chief Steward, or designee. To facilitate this consultation, one Union official and one Agency representative will conduct an on-site review of fire facilities weight/workout equipment.

SECTION 20.12 – INSPECTION OF GPH BY MANAGEMENT

- A. Employees have a reasonable expectation of privacy in their personal belongings when occupying GPH. Searches and inspections of GPH will be as follows:
 - 1. The Agency will provide twenty-four (24) hour notice to the occupant(s) of an inspection to be conducted at the GPH, except for safety or other unforeseen circumstances. Upon notification, the Employee may elect to be present at the inspection.

2. The Agency determination to search GPH pursuant to an investigation will be based on a reasonable suspicion of misconduct by the Employee.
- B. If an Employee is questioned by the Agency in connection with the search of a GPH, such questioning will be conducted in accordance with Article 2 (*Employee Rights and Responsibilities*)

ARTICLE 21: LAW ENFORCEMENT

SECTION 21.01 - GENERAL

- A. This Article applies to only those bargaining unit Employees of NFFE 2152 that are sworn uniformed law enforcement officers with fully delegated law enforcement authority and responsibility and categorized as a Law Enforcement Officer (LEO) for retirement purposes.
- B. Temporary details and special assignments shall be affected in accordance with applicable rules and regulations in effect at the time of the details or special assignment.

SECTION 21.02 - TOUR OF DUTY

- A. For all LEOs who are in the bargaining unit, Article 5 (*Hours of Duty and Schedules*) applies with the following understanding:
- B. An LEO's regular assigned tour of duty may be changed without prior Union/Employee notification in response to an emergency or for an unscheduled special assignment.
- C. Upon completion of the assignment, the LEO will be allowed to resume their regularly assigned tour of duty.

SECTION 21.03 - DISTRIBUTION OF TEMPORARY DETAILS OR SPECIAL ASSIGNMENTS OUTSIDE THE LEO'S NORMAL DUTY LOCATION

- A. Availability of an LEO for details or special assignments outside the LEO's normal duty station will be determined by the Agency (normally the LEO's immediate supervisor).
- B. The Agency will annually solicit LEO volunteers for known temporary details or special assignments outside the LEOs normal duty station. When time allows, LEOs will be notified of the opportunity for assignment to an unscheduled detail or special assignment outside their normal duty station. These notifications will include:
 - 1. When and where the assignment will take place.
 - 2. The length of the assignment.
 - 3. The required skills and qualifications needed to work at the assignment.
- C. If time allows, LEOs will be given thirty (30) days to respond to the solicitation for volunteers prior to the Agency deciding upon specific staffing for the assignment.
- D. Although the Agency will make the final determination based on the needs of the Bureau, including local coverage, the Agency agrees to consider the following criteria (in descending order), to select from a list of qualified volunteers until the opportunity for assignments is fully staffed:
 - 1. LEOs with less than fourteen (14) days of assigned details or special assignments outside of their normal duty station during the year will be selected first.
 - 2. LEOs with seniority, based on the Federal service computation date (considered in descending order), will be selected second.
 - 3. LEOs with the least distance to travel from their duty station to the detail or special assignment will be selected third.
- E. If there are no volunteers or not enough volunteers, the Agency agrees to first assign from qualified LEOs with the least seniority, based on Federal service computation date.
- F. At the time of response to the Agency's solicitation of volunteers the LEO will be permitted to identify special events or dates when the Ranger will not be available for assignment to a special event due to circumstances such as, conflicting event at the Ranger's duty station, approved leave, personal hardship, etc.

SECTION 21.04 - TEMPORARY DETAIL OR SPECIAL ASSIGNMENT OUTSIDE THE BARGAINING UNIT

When a LEO is to be temporarily assigned to a position outside the bargaining unit, the Agency will inform the LEO of working conditions which are different at the receiving location.

SECTION 21.05 - DURATION OF TEMPORARY DETAIL OR SPECIAL ASSIGNMENT OUTSIDE THE LEO'S ASSIGNED DUTY STATION

- A. Details and special assignments will be limited to the shortest practicable time. The number of days an LEO is on assignment away from their duty location will be tracked by the Agency.
- B. The Agency will inform the LEO of the anticipated duration and known working conditions which are different at the receiving location (e.g., weather, local social or resource issues, uniform and equipment requirements, etc.).
- C. Normally, the maximum number of days away from their duty location will be limited to fourteen (14) calendar days per year. However, if it is determined by the Agency that an LEO's skills or qualifications are necessary to meet the Bureau's requirements this fourteen (14) calendar days limitation may be extended. Exceptions to this requirement may be made for LEOs who have been placed on light or restricted duty, or have requested and/or granted a reasonable accommodation.

SECTION 21.06 - UNION REPRESENTATION WHEN ON TEMPORARY DETAIL OR SPECIAL ASSIGNMENT

- A. When an LEO is detailed to another duty location the LEO is not removed from their position within the Bargaining Unit, nor does it revoke the LEO's right to Union representation, except when officially detailed to a supervisory position.
- B. LEOs should make themselves aware of their Union representative's name and phone number prior to departing for a detail or special assignment.

SECTION 21.07 - LEO FILING GRIEVANCE DURING TEMPORARY DETAIL OR SPECIAL ASSIGNMENT

- A. Article 34 (*Negotiated Grievance Procedures*) of this Agreement will be used by any Employee, in which a grievable issue develops while on temporary detail or special assignment. The Employee will be allowed to request in writing via email or fax an abeyance of the time limits to file a grievance from their Supervisor until such time the Employee returns to their normal duty station. At the time the Employee submits the request for an abeyance a copy of the request will also be sent to the Utah State Office Labor Relations Specialist.
- B. Regardless of whether or not the Supervisor is available to receive the email or fax, the abeyance will be granted.
- C. If the Employee has requested an abeyance for the deadline to file a grievance over a grievable issue which occurred during the assignment to an incident, when the Employee returns to their normal duty station the Employee has twenty-one (21) calendar days to file a grievance on this incident.
- D. In the event that the aggrieved Employee is reassigned to another incident away from their normal duty station within twenty-one (21) calendar days of returning from the previous incident, the requested abeyance will be continued until the Employee returns to their duty station.

SECTION 21.08 - RENTAL QUARTERS

Rental quarters for remotely located LEOs will be governed by applicable law, rule, regulation and Article 20 (Government Provided Housing) of this Agreement.

SECTION 21.09 - ADMINISTRATIVELY UNCONTROLLABLE OVERTIME (AUO)

- A. The Agency agrees to timely consider written requests from LEOs desiring to be placed on AUO. If the request is denied, the reasons for the denial will be provided in writing.

- B. If the Agency places an LEO on AUO it will be done in accordance with law, rule, regulation, and applicable sections of this Agreement.
- C. Denial of an LEO's request, or placement on AUO, will not be used as a punitive measure.

SECTION 21.10 - UNIFORM WEAR LAW ENFORCEMENT EMPLOYEES

- A. Law Enforcement personnel covered by this Agreement will be issued and wear Uniforms in accordance with BLM Manual 1103, Uniforms, and BLM Law Enforcement General Orders 19. It is understood by the Parties to this Agreement that appropriate daily uniform wear will be determined by the Agency in accordance with the above aforementioned citations.
- B. BLM Law Enforcement personnel required to wear a uniform will receive an appropriate amount as authorized by regulation. The Agency will authorize a credit limit (not to exceed \$800/fiscal year) or a limit as otherwise set forth in regulation.
- C. Law Enforcement Employees who are represented under this Agreement will not be required to report for assigned duty wearing a specific uniform type or component if the Employee has not been: 1) provided previous Manager/Supervisor authorization to buy this uniform type or component; 2) provided the uniform allowance for that uniform funding year; and 3) provided sufficient time for acquiring the uniform type or component.
- D. When working at a special event/assignment, the LEO will be informed in advance of uniform type/components to be worn.
- E. Union representatives who have law enforcement duties and are required to wear a uniform will, at their discretion, be allowed to wear civilian attire or their uniform when on Official Time granted by the Agency for meetings, concerning Union representation activities, with an Employee or Management on such issues as grievance resolution, arbitration, negotiations or a meeting called by Management.

ARTICLE 22: OCCUPATIONAL SAFETY AND HEALTH

SECTION 22.01 - GENERAL

- A. The Agency is responsible for providing safe working conditions and equipment, and establishing safe working procedure. Employees are responsible for following safe practices and encouraging co-workers to do likewise. The safety of each Employee is a primary concern of the Parties. Employees are encouraged to offer suggestions for safer and healthier working conditions and for the protection of property and equipment. Once a year Employees will be informed of BLM-Color Country District's Safety Policy.
- B. The Agency and the Union agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries and health hazards in all areas under the Agency's control. The Agency agrees to conform to applicable law, rule and regulation such as found in 42 USC 9610, 29 CFR 1910, 1926 and 1960, BLM Manual Handbook H1112-1, and Safety and Health for Field Operations Handbook H-1112-2 when establishing and maintaining the Occupational Safety and Health program for BLM-UT Color Country District.
- C. In accordance with applicable law, rule and regulation, and based on an appropriate risk assessment, the Agency agrees to provide to Employees those items which are reasonably required tools, safety or protective equipment, reasonably fitted safety clothing, appropriate footwear and any other devices necessary to provide protection to the Employee from hazardous conditions encountered during the performance of official duties.
- D. The Union agrees to assist the Agency in publicizing the benefits of the use of protective devices and equipment by Employees, and their adhering to good safety practices, policies and procedures.

SECTION 22.02 - ADVISORY SAFETY AND HEALTH COMMITTEE (ASH)

- A. The Agency will maintain a BLM-Color Country District Safety Committee. This committee will be run in accordance with the Occupational Safety and Health Act (Executive Order 12196) 29 CFR 1960.37(b).
- B. The purpose of this committee shall be to consider occupational safety and health matters brought to its attention, make recommendations to the appropriate Management Official for that office, and perform such additional tasks as Management or the committee chairman may direct. The Color Country District Safety Committee will give consideration to such matters as, occupational safety and health, hazard detection and accident prevention, safety and health training, health services for Employees, and visitor safety on public lands.

SECTION 22.03 - COLOR COUNTRY DISTRICT SAFETY COMMITTEE SPECIFICS

- A. In accordance with 5 CFR 1960.37, the Color Country District Safety Committee will have at least one (1) Agency member appointed and at least two (2) non-Management Employee members. The Union has the right to appoint one (1) member to the Color County District Safety Committee.
- B. Committee members should serve overlapping terms. Such terms should be of at least two (2) years duration, except when the committee is initially organized. The committee chairperson shall be nominated from among the committee's members and shall be elected by the committee members. Management and non-Management members should alternate in this position. Maximum service time as chairperson should be one (1) year.
- C. Meetings will be scheduled at least quarterly on dates scheduled by the chairman. The Color Country District Safety Committee meetings will normally be held onsite at one of the Color Country District field offices (FO), however, they may also be conducted via video conferencing or conference call.

- D. The Color Country District Committee meeting minutes will be sent out via email to all employees, and may be posted to the BLM-Color Country District intranet site. The Safety Committee Chair will strive to post these minutes within thirty (30) calendar days of the completion of the meeting.
- E. The Union retains its right to designate its representatives (members) for the Color Country Safety Committee without interference. Further, the Union retains its right to appropriately negotiate changes in conditions of work, in accordance with law, that result from the recommendations made by the Committee.

SECTION 22.04 - OFFICIAL TIME

Union representatives serving on the Color Country Safety Committee will serve without loss of pay or charge to leave in performing committee functions authorized by the committee chairman if otherwise in a duty status. Official Time requirements to allow Union participation on this committee will be authorized in accordance with Article 38 (Use of Official Time and Travel for the Union) of this Agreement. When work conditions are such that the Union designated member of this committee can be released for participation during duty time, a reasonable amount of Official Time will be granted.

SECTION 22.05 - TRAINING

- A. While assigning Employees Occupational Safety and Health program responsibilities, i.e., collateral duty Safety and Health Personnel, Management will provide appropriate training pertinent to their assigned responsibilities as required by BLM Manual H-1112-2, Chapter 10.1E. It is understood by the Parties to this Agreement that it is the Agency's responsibility to facilitate Employees training for and completion of these assigned duties to maintain a comprehensive Occupational Safety and Health program.
- B. All other safety training for Employees will be provided in accordance with the applicable BLM Handbook-Manual 1112-2 Chapter 2.
- C. In accordance with applicable law, regulation and BLM policy the Agency will provide necessary equipment operation training to include drivers training. (Ref. H-1112-1 & H-1112-2)
- D. Job-related aviation safety training will be provided in accordance with applicable law, rule and regulation.
- E. When the Employee's assigned duties require the operation of a vehicle off-road or the use of a horse, the Agency will provide adequate training for the Employee to safely operate the vehicle off-road or use a horse to accomplish their assigned duties. (For horses see BLM Manual Handbook H-1112-2 Section 3.12)

SECTION 22.06 - WORKPLACE SECURITY

- A. The Parties agree there is a mutual interest in having a secure work place and work environment. To that end, the Parties will work in concert towards meeting that common goal.
- B. Agency initiated changes in current security policy/plans or conditions of employment will be appropriately negotiated with the Union (see Article 41 (Mid-Term Negotiations)).
- C. Workplace facilities occupied on a regular basis will have a written workplace security plan(s). Each plan, notwithstanding national direction on workplace security, will be developed to meet local situations and will be subject to impact and implementation (I&I) bargaining. At a minimum, the plan(s) must address the following topics:
 - 1. Emergency preparedness.
 - 2. Security of buildings and surrounding areas, such as parking lots.
 - 3. Workplace violence.
 - 4. Continuation of Operations Plan (COOP).

SECTION 22.07 - SAFETY AND HEALTH INSPECTIONS

The Agency will conduct annual safety and health inspections. As directed by headquarters BLM, Compliance Assessment Safety, Health and the Environment (CASHE) will also be conducted. The

Union will be notified and provided an opportunity to participate in CASHE inspections. To facilitate the Union's participation, Management will give reasonable notice to the Color Country District Union Chief Steward or their designee of an impending CASHE inspection of a particular facility or work area(s) as soon as possible but no less than twenty-one (21) calendar days prior to the impending inspection. Inspections will not be delayed due to unavailability of a Union representative.

SECTION 22.08 - UNSAFE CONDITIONS

- A. Under 29 CFR 1960.46, an Employee has the right to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The Employee shall notify their immediate Supervisor of the hazardous condition immediately, or as soon as is practicable or possible. The Supervisor shall promptly investigate and ascertain the validity of the hazard. If upon investigation, there is validity to the hazardous condition, the Supervisor will take corrective action to mitigate the hazard. The employee will be told what steps are being taken to mitigate the hazard. If there is no hazardous condition, the employee will be told to return to work. If the Employee disagrees and believes that there is a serious hazard the Employee may raise it to a higher level (e.g., second level supervisor or Safety Officer), however, the employee must return to work unless they reasonably believe there is an imminent danger of death or bodily harm.
- B. The head of each Agency shall establish procedures to assure that no Employee is subject to restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in Agency occupational safety and health program activities, or because the exercise by such Employee on behalf of himself or herself or others of any right afforded by Section 19 of the Occupation Safety and Health Act Executive Order 12196, or 42 USC 9610, and 29 CFR 24.102 and 1960. Employee complaints relating to unsafe conditions may be grieved under the provisions of this Agreement.
- C. In order to fulfill the Bureau's mission requirements, it is recognized by the Parties to this Agreement that it is sometimes required that Employees travel and work in remote and hazardous areas. Therefore, the Agency will in accordance with BLM Manual H-1112-2 Sec. 3.2 insure adequate safety practices are followed when Employees are required to work in such locations.
- D. Further, it is recognized that to lessen or eliminate potential violent personal encounters in areas of identified or unknown radio dead zones the field Employees need to be aware of the potential for personal violence directed against them while they are in the field and be alerted by their Supervisor to the warning signs during personnel encounters with individuals. The Parties agree the Agency will comply with law, rule and regulation such as BLM Manual H-1112-2 Sec. 3.13 when addressing the above identified working conditions.
- E. In accordance with appropriate law, rule and regulation, environmental differential pay (hazard pay) will be paid, as appropriate. (5 USC 5545; 5 CFR 550.901-904)

SECTION 22.09 - ON THE JOB INJURY OR ILLNESS

- A. Employees will immediately report to their immediate Supervisor all injuries or illnesses that occur on the job.
- B. The Agency will insure that required Occupational Safety and Health Administration (OSHA) postings will be accomplished in accordance with 29 CFR 1960 or Bureau directive.
- C. The Agency will take appropriate action to secure emergency treatment for an Employee during duty hours for job and non-job-related injuries or illnesses, if the Employee's condition is such that they cannot arrange treatment for themselves. (see Article 23.02)

SECTION 22.10 - PROTECTIVE EQUIPMENT

- A. Protective equipment required by the Agency, shall be furnished by the Agency and used by the Employee as prescribed by existing regulations.

- B. All first aid kits in buildings and vehicles will, at a minimum, have protective gloves and a CPR clear mouth barrier.
- C. For Employees with "first responder" duties, first aid kits will, at a minimum, contain protective gloves, eye protection, CPR clear mouth barrier, and a contaminated material container.

SECTION 22.11 - VEHICLE RADIOS

When the Agency determines the need to issue a radio for safety purposes, the radio issued will be in good working order and capable of addressing the hazard or potential hazard for which it was issued. Employees must report any non-functioning radios to their Supervisor as soon as possible but prior to going to the field.

SECTION 22.12 - RISK ASSESSMENTS

Hazard analysis concerning job/duty assignments of bargaining unit Employees will be completed by using the Risk Assessment (RA) and the Agency will document on the Risk Management Work Sheet, BLM Form 1112-5. Supervisors will strive for consistency in the risk management decision making process concerning like type jobs/tasks.

Copies of Generic by Function or Task RA which have not been previously provided will be provided to the Union upon request

ARTICLE 23: WORK RELATED INJURIES AND DISABILITY COMPENSATION

SECTION 23.01 – GENERAL

- A. For more detailed information and for information relating to the Employee, Supervisor, Compensation Coordinator, and Safety Manager's responsibilities go to <http://www.doi.gov/workerscompensation/index.cfm>
- B. Management will render prompt first aid and assistance to any Employee who suffers injury while in the performance of duties and see that the Employee receives prompt care and compensation in accordance with rights under the Federal Employee's Compensation Act (FECA).
- C. Any Employee injured while in the performance of duties may file for compensation benefits in accordance with the FECA.
- D. Notice of injury, claims and certain specified reports shall be made on forms prescribed by Office of Workers' Compensation Program (OWCP). OWCP forms can be found at www.dol.gov.
- E. A Form CA-1 (traumatic injury) is used for an injury resulting from a specific event or series of events during one day or shift. Even if there is no lost time or medical treatment an Employee should complete a CA-1 in the Safety Management Information System (SMIS).
- F. A Form CA-16 is used for the authorization of examination and/or treatment. If an Employee requires medical treatment for the injury, the Supervisor should complete the front of Form CA-16, within four hours of the request whenever possible.
- G. Where there is no time to complete a Form CA-16, the Supervisor or other authorizing official may authorize medical treatment by telephone and ensure the completed form is sent to the medical facility normally within forty-eight (48) hours.
- H. An Employee may not use Form CA-16 to authorize his or her own treatments. The CA-16 must be signed by a Supervisor or other authorizing official.
- I. If the Supervisor doubts whether the Employee's condition is related to employment factors, they should so indicate on the Form CA-16. Supervisors are encouraged to use discretion in issuing authorizations for medical care under such circumstances.
- J. The Supervisor may, however, refuse to issue a CA-16 if more than a week has passed since the injury on the basis that the need for immediate treatment would become apparent in that period of time. This does not preclude an Employee from filing an OWCP claim.
- K. The Supervisor will complete Side A of Form CA-17, Duty Status Report, and will ensure page 2 includes the appropriate addresses for BLM and DOL, and will give this form to the Employee to provide to their doctor for completion of Side B based upon the medical examination. It is the Employee's responsibility to return the original or a copy of the completed CA-17 to their Supervisor as soon as possible and/or as directed by the Supervisor.
- L. A Form CA-2 (occupational disease) is used for an injury or illness caused by prolonged exposure lasting more than one day or shift.

SECTION 23.02 - TRANSPORT OF AN INJURED OR ILL EMPLOYEE

If an Employee becomes injured or ill at work and the Employee determines that they are unable to drive home, upon request, the Agency agrees to assist the employee with obtaining transportation.

SECTION 23.03 - EMPLOYEE RESPONSIBILITIES

In accordance with governing law, rule, and regulation, an Employee is responsible for:

- A. Immediately reporting any work-related injury or illness to their Supervisor. If an Employee requires emergency medical treatment, whenever possible, they should first notify their Supervisor. However, such notice should not interfere with obtaining emergency medical treatment.
- B. Claiming benefits under Federal Employees Compensation Act (FECA) by filing a CA-1 or CA-2, should be completed as soon as possible, but not later than one (1) year after the injury for a CA-1

and no later than three (3) years after the illness for a CA-2 (20 CFR 10.803). However, the employee may not obtain Continuation of Pay (COP) if they file a CA-1 more than thirty (30) days after the injury. Another person, including the Supervisor, may also file on behalf of the Employee. This shall be done through the online Safety Management Information System (SMIS). If you do not have access to a computer your Supervisor or OWCP Coordinator can assist you in using SMIS.

- C. Obtaining the information needed to support the claim. If applicable Employees must obtain witness statement(s). The statements can be entered directly into the SMIS program or can be provided in any other written format.
- D. Keeping their Supervisor informed about the medical condition, and returning to work as soon as the physician allows the Employee to do so. When the physician's report shows that the Employee is no longer totally disabled, the Agency is required to provide a reasonable offer of suitable light or limited duty. If such offer is not accepted by the Employee all compensation benefits to the Employee will cease as determined by OWCP.
- E. Ensuring their Supervisor receives a copy of completed forms from the doctor indicating any medical limitations or restrictions specified. If there are any changes in the employee's medical condition, or there is a request from OWCP or the Agency, the employee, or their representative, will provide the necessary updated medical information.

SECTION 23.04 - SUPERVISOR RESPONSIBILITIES

When a Supervisor becomes aware that an Employee under their supervision has suffered a disabling illness or injury as defined by FECA in the performance of duties, in accordance with governing law, rule, and regulation, the Supervisor is responsible for:

- A. Ensuring that an injured Employee receives immediate medical treatment or care, if necessary. See 23.01(B) & 23.02 above.
- B. Advising the OWCP Coordinator promptly of any injuries.
- C. Coordinating with the Color Country District Compensation Coordinator to immediately ensure that the affected Employee is properly advised of:
 - 1. the right to file for compensation benefits;
 - 2. the types of benefits available;
 - 3. the procedure for filing claims;
 - 4. the option to use compensation benefits (including COP) in lieu of sick or annual leave; and
 - 5. the OWCP Color Country District Compensation Coordinator's contact information.
- D. Providing the Employee with a paper copy of the appropriate forms if the Supervisor is aware the Employee does not have access to a computer.
- E. Providing injured Employees, whose physician's report shows that the Employee is no longer totally disabled, with suitable light or limited duty, as appropriate. Such an offer, made by the Supervisor, may be made by telephone but must be confirmed in writing within forty-eight (48) hours to be valid. Once the offer of light or limited duty has been made the employee will respond within a reasonable period of time if they accept or refuse the offer.
- F. Pointing out any discrepancies on the form to the Employee if noted. If the Supervisor does not agree with the Employee's claim they should contact Color Country District Compensation Coordinator to ensure the Supervisor's portion of the form is properly completed. Complete the Supervisor's section of the form and forward it immediately to the designated OWCP Coordinator.

SECTION 23.05 - EXCUSED ABSENCE AND CONTINUATION OF PAY (COP) FOR TRAUMATIC INJURIES

- A. In accordance with governing law, rule and regulation, work time lost to seek medical attention on the day of the work related traumatic injury will be paid at the regular pay using administrative leave. If the medical attention is sought during a time the Employee would not otherwise be in a duty status

the time will not be considered as hours worked. Employees may not receive overtime, compensatory time, or credit hours for seeking medical attention.

- B. The first COP day is the first day disability begins following the date of injury, providing it is within the forty-five (45) calendar days following the date of the injury, except where the injury occurs before the beginning of the work day or shift, in which case the date of injury is charged to COP. (See 20 CFR Part 10, Section 10.215)
- C. The specific COP periods should be clearly indicated on the time and attendance sheets. Whether the Employee uses an entire day or only a few hours of a day, it is counted as a full day in computing the forty-five (45) days of COP usage. Employees or Supervisors unfamiliar with the COP provisions may contact the Color Country District Compensation Coordinator for further information.

SECTION 23.06 - MODIFIED DUTIES AND SERVICE CREDIT

For those Employees who have been informed by OWCP that they are not totally disabled to perform a part of their usual duties or who are able to perform work of a different nature, the Agency will make an offer of modified duties or accommodations within the current medical status. The time an Employee is receiving injury compensation under the FECA is fully creditable for length of Federal Service.

SECTION 23.07 – ASSISTANCE TO EMPLOYEES

Employees who have been informed by OWCP that they are totally disabled to perform their duties, a part of their usual duties, or who are not able to perform work of a different nature, may seek Agency assistance as to their employment or retirement rights.

SECTION 23.08 - DENIAL OF CLAIMS AND APPEAL RIGHTS

The Parties recognize that the Department of Labor (DOL) OWCP approves or disapproves compensation claims and the amount to be paid, and notifies the Employee in writing of the appeal rights and responsibilities when the compensation order is issued.

SECTION 23.09 - REASONABLE ACCOMMODATIONS DUE TO ON-THE-JOB INJURY

See Reasonable Accommodation, Article 24.

ARTICLE 24: REASONABLE ACCOMMODATION

SECTION 24.01 - GENERAL

- A. BLM-UT and CCDO, is committed to attract, retain, and support dedicated, talented, and resourceful Employees who work cooperatively to provide exemplary service to the public. The ability to make accommodations for physical and mental limitations for Employees improves the Employee's quality of work life and productivity. When Employees do not have an avenue to request accommodations for physical and mental limitations, the efficiency of the Agency on a local basis and as a whole is diminished.
- B. Reasonable Accommodations will be administered in accordance with law and regulation including the Department of the Interior (DOI) Civil Rights Directive 2014-02, US Department of Interior Policy and Procedures on Reasonable Accommodation for Individuals with Disabilities (Personnel Bulletin 14-01); and Reasonable Accommodation for Individuals with Disabilities (373 DM 15); the Rehabilitation Act of 1973, as amended; The American's with Disabilities Act Amendment Act of 2008; 29 Code of Federal Regulations, Part 1630; Code of Federal Regulations, Part 1614.203(b); and the Genetic Information Non-discrimination Act of 2008.
- C. Should there be a change or update to these policies, this Article will be opened and the Parties will meet to negotiate over the changes consistent with law

ARTICLE 25: EMPLOYEE WORK SPACE AND EQUIPMENT

SECTION 25.01 - WORK SPACE

- A. All Employee space allocations will be in accordance with the Department of the Interior (DOI) Manual (DM) 425 Space Management, and the Bureau of Land Management (BLM) 1535 Space Management Manual.
- B. It is the responsibility of Management to provide Employees with adequate workspace for an Employee to meet the performance requirements for their assigned duties. Management will determine the working groups and the available cubicles within that working group. Supervisors will be inclusive rather than exclusive when defining working groups. Employee's specific duties should be taken into account when allocating space.
- C. Employees may notify their Supervisors that they are interested in a seating reassignment, even if a space is currently not available. The Employee will provide the Supervisor with the reasons why they desire the seating reassignment.
- D. Employees are responsible for maintaining their work space in a safe and orderly manner.
- E. When assigning workspace or making changes to seating assignments, Supervisors will strive to limit the amount of disruption to Employees.
- F. When Employees are assigned tasks that require alternative work areas they may request alternative work arrangements (such as scheduling the use of conference rooms and other available space). The Supervisor will approve or deny the request based on the impact to the Employee's work assignment and BLM mission requirements. The Employee's Supervisor will make the final determination as to the Employee's use of alternative work arrangements.

SECTION 25.02 - SINGLE AVAILABLE CUBICLES AND CUBICLE REQUESTS

- A. The Agency's mission will take priority when determining seating locations. If a cubicle becomes available as determined by Management, all Employees within the effected working group will be provided written notice that a cubicle has become available.
 - 1. Within seven (7) calendar days from the notice sent to Employees, those wishing to be assigned the vacant cubicle must respond to the notice stating their desire to be relocated to the vacant cubicle.
 - 2. If numerous Employees request the same seating location (cubicle) the names of all those interested in the cubicle will have their names places in a "hat" and the name will be drawn by a neutral party. The date, time, and location of the drawing will be made known to all the Employees that expressed interest, and those Employees will be provided the opportunity to witness the drawing.
- B. If Employees request to switch cubicles, and the Agency can accommodate this request, the Union will be notified and the change will occur.

SECTION 25.03 - SEATING/CUBICLE REASSIGNMENTS AND OFFICE RECONFIGURATION

The Agency's mission will take priority when determining seating locations. The Agency reserves the right to make seating assignments necessary to the effective accomplishment of the mission. For all other seating assignments, when it is determined that there must be a reconfiguration affecting the seating arrangement of more than five (5) employees within a particular division, section, or field office (FO) the following procedure will be followed:

- A. The Union will be provided at least fourteen (14) calendar days prior notice of the proposed reconfiguration.

- B. Employees will then be provided the opportunity to select the cubicle they desire within the assigned section of the facility. Within seven (7) calendar days from the notice sent to Employees, those Employees wishing to choose their cubicle within the assigned section will respond in writing to their immediate supervisor. If an individual Employee does not make a cubicle selection Management will determine their seating location.
- C. All names of the employees who wish to choose their cubicle will be placed in a "hat". The first name drawn will have first choice for a cubicle, the second name drawn will have second choice for a cubicle, etc. The date, time, and location of the drawing will be made known to all the Employees that expressed interest, and those Employees will be provided the opportunity to witness the drawing.
- D. During a reconfiguration Employees may be temporarily assigned to comparable workspace as determined by Management.
- E. Employees will be provided duty time to relocate to the new work area.
- F. If possible, Employees will retain their original phone numbers. Call forwarding may be used until the phone line can be permanently switched (if applicable).
- G. Employees will be provided the ability to configure their work area (cubicle) so long as there is no additional expense to the government and the arrangement complies with all rules, laws, and regulations, and does not interfere with the performance of their work.

SECTION 25.04 - OFFICE MAINTENANCE, REMODELS, AND IMPROVEMENTS

When it is determined by Management that office maintenance is required the following will apply:

- A. Employees and the Union will be provided at least fourteen (14) calendar days advanced notice of office maintenance/improvement (e.g.: carpet cleaning; HVAC repair; painting; etc.).
- B. When possible and practical, all painting, construction, carpet installation, etc. will be conducted during non-work hours and days, such as the weekend.
- C. If possible, the Agency will obtain the color options/samples from the Landlord and will provide the samples to the Union. The Union will have fourteen (14) calendar days to notify Management in writing of their proposed color options/samples. If the Union fails to notify Management within the fourteen (14) days the Agency will make the selection. If there is no agreement on the Union's proposed color options/samples, the Parties will meet to try to resolve the differences. If no resolution is achieved, the Parties will negotiate in accordance with Article 41 (Mid-Term Negotiations). When color options are not available all maintenance and improvements (e.g. carpet and paint) will match as close as possible to the existing materials used.
- D. When work must be done during business hours, the Agency agrees to limit the disruptions to Employees.
- E. Materials used will be low/no Volatile Organic Compounds (VOC) where possible and adequate ventilation will be provided for when work is occurring during business hours.
- F. Copies of Safety Data Sheets (SDS) will be requested for all materials used in the remodel or maintenance and upon receipt will be made available to all Employees.

SECTION 25.05 - NEW FACILITIES, LEASES AND MODIFICATIONS

- A. The Agency may consider the leasing of office space in the upcoming years that will house Bargaining Unit Employees (BUE). When the National Operations Center (NOC) notifies the Agency it intends to publish a Solicitation For Offer (SFO) or equivalent to lease office space that will house any BUE, the following procedure will be followed:
 - 1. The Agency will offer the Union the opportunity to participate as a member of a Labor-Management Space Committee (Space Committee). The Space Committee will be comprised of:
 - a. no more than four (4) members duty stationed at the affected office appointed by local Management;
 - b. 1 chairperson appointed by Color Country District Management; and
 - c. 1 member appointed by the Union.

2. The Space Committee will be responsible for looking at potential office sites, made available by GSA, and giving input into the requirements for this new office space.
3. Meetings will be scheduled as needed by the chairperson to discuss the status of the search for a location and obtain input on office requirements.
4. The Chairperson will inform all members of the Space Committee upon receipt of information (i.e. floor plans, location, etc.) from the NOC. The Chairperson will forward all documents received from the NOC to all Space Committee members, and will schedule a meeting of the Space Committee to review the documents received for discussion and solicit for input back to the NOC. The Space Committee may forward modified proposed plans to the NOC, as needed.
5. The Space Committee chairperson will request to be informed of the final floor plan which has been approved by the NOC. Upon receiving the final approved floor plan from the NOC the chairperson will forward a copy to all Space Committee members.
6. Management and the Union will follow all laws, rules, and regulations and delegations of authority from the General Services Administration to BLM and to the contracting officer, including regulations governing the duties and responsibilities of contracting officers, when considering or acting on a decision to lease office space, including the leasing office space requiring new construction by a lessor.

ARTICLE 26: MOTOR VEHICLES

SECTION 26.01 - GENERAL

This Article will be administered in accordance with Department of Interior (DOI) Departmental Manual (DM) 412 *Motor Vehicle Management Handbook* (April 2008) or successor handbook, Bureau of Land Management (BLM) Manual 1525 *Fleet Management* (July 13, 2007) or successor handbook, and the Bureau of Land Management (BLM) Manual 1525-1 *Fleet Management* (May 2, 2014) or successor handbook where applicable. Any changes to the above referenced rules, regulations, or policies will be bargained in accordance with Article 41 (Mid-Term Negotiations).

SECTION 26.02 - OPERATOR QUALIFICATIONS

- A. An Employee is required to have a valid State driver's license for the appropriate class of vehicle to be driven in their possession and have completed all required training before:
 - 1. operating a Government Owned Vehicle (GOV), leased or rental vehicle; or
 - 2. using a Privately Owned Vehicle (POV) on Government business.
- B. Management will determine the qualifications to operate any vehicle for government or mission related business.
- C. Employee must inform their Supervisor if they do not meet the qualifications or lose their qualifications, to operate any vehicle for government or mission related business.
 - 1. Management will refrain from assigning Employees to operate any class of government vehicle they are not qualified to operate.

SECTION 26.03 - VEHICLE USE

- A. If Management determines that a specific vehicle is required to complete an assigned task Management in accordance with law, rule and regulation will:
 - 1. provide a Government Owned Vehicle (GOV);
 - 2. provide a rental vehicle;
 - 3. authorize the use of a POV should the Employee request it; or
 - 4. not require the completion of the task for which a vehicle is required, if that vehicle is not available.
- B. Reimbursement of costs to Employees who use their POV will be in accordance with the Federal Travel Regulations (FTR) and other appropriate law, rule and regulation.
- C. Government owned or leased vehicles are to be used for official purposes only. Any home/work commuting will be strictly in accordance with DOI Departmental Manual (DM) 412 *Motor Vehicle Management Handbook* (April 2008) or successor handbook, and BLM Manual 1525 *Fleet Management* (July 13, 2007) or successor manual.
- D. The operator and all passengers are required to wear seat belts whenever the vehicle is moving.
- E. Employees, both drivers and passengers, are prohibited from smoking, consuming alcohol, narcotics or other intoxicants in any government provided vehicle or heavy equipment.
- F. Use of hand held cell phones and any other distracted driving is prohibited.
- G. Each Employee before and after driving a government provided vehicle shall perform an inspection to ensure the vehicle is not damaged, the vehicle is in good operational condition, and is fueled and reasonably clean (trash and loose debris removed, windshield, rear window and lights are clean).
- H. Each time maintenance or fueling is performed the Employee-driver will annotate on the vehicle utilization form the current odometer reading, any service performed and/or gallons of fuel purchased, as appropriate.
- I. Each time the vehicle is used, the Employee-driver will sign the vehicle utilization form indicating the date used, ending odometer reading, and cost code.

SECTION 26.04 - DRIVING TIME

- A. All Employees, including specialists, law enforcement, fire, etc., will not exceed eight (8) hours of driving time (behind the wheel) during a sixteen (16) hour duty period.
- B. All driving in support of fire and all risk incidents; including mobilization and demobilization, will be limited to ten (10) hours of driving time (behind the wheel) during a sixteen (16) hour duty day.
- C. Multiple drivers in a single vehicle may drive up to the duty day limitation provided that no driver exceeds the individual driving (behind the wheel) time limitation of ten (10) hours in support of fire and all risk incidents or eight (8) hours for all other vehicle use in a sixteen (16) hour duty day.
- D. At least eight consecutive hours of rest, without duty, are required prior to each duty period that requires driving.
- E. Breaks of fifteen (15) minutes are recommended every two (2) hours when driving continuously.
- F. Management/Employees may place further limitations on the above hours of duty and/or driving time due to safety factors (e.g., fatigue, weather, distance, illness).
- G. It is the responsibility of the Employee to determine if they are alert enough to drive prior to operating a motor vehicle. If an Employee determines that they are too tired to operate a vehicle the Employee will contact their Supervisor and request lodging, extend their travel status, or other possible solutions. (See BLM Manual Handbook H-1112-2, Chapter 4.6)

SECTION 26.05 - VEHICLE EQUIPMENT

- A. In accordance with law, rule, regulation, Article 22 (Occupational Safety and Health) of the Agreement, and BLM Handbook H-1112-2, Management will provide appropriate safety and emergency equipment for the vehicles intended use, and the Employee's assigned duties.
- B. For vehicle radios see Article 22.13.

SECTION 26.06 - DOMICILING VEHICLES

- A. The domiciling of a GOV or leased vehicle, and granting thereof, will be in accordance with Department of the Interior Motor Vehicle Management Handbook (April 2008) or successor handbook, and all laws, and government wide rules and regulation.
- B. For short term domicile such as storing the vehicle at a residence the night before, or at the completion of official travel, all Employees will use Form 1520-27, *Request for Overnight Storage of Government Vehicle at Employee's Residence*. The request will be made as early as reasonably known by the Employee that overnight domicile is necessary.
- C. For long term domicile all Employees will use Form 1520-10, *Request for Use of Government Vehicle*.
- D. In accordance with Department of the Interior Motor Vehicle Management Handbook, Chapter 9, (April 2008) or successor handbook, a government vehicle may only be used by an Employee to drive to their residence when the Employee is in official travel status, the Employee has an approved Form 1520-72, and it is a benefit to the Government that the official travel start from the Employee's home rather than from the place of employment.
- E. Overnight domicile of a Government Vehicle may be permitted during the course of field duty, DM 412, Departmental Motor Vehicle Handbook, Chapter 5.1B(3)(b) states: "Employees engaged in field work the character of whose duties makes such transportation necessary and essential to the protection of life and property. This use must be authorized, in writing, in advance by using BLM Form 1520-27, by the heads of bureau or designees".
- F. When domiciling a GOV or leased vehicle it is the responsibility of the Employee to ensure the safe and effective protection, use, and control of the vehicle in order to prevent vandalism and theft and/or the perception of government waste, fraud, and abuse.

SECTION 26.07 - VEHICLE ACCIDENTS

- A. Management shall ensure that each GOV contains an operator's packet which includes the name and phone number of the fleet manager or designated Agency point of contact, notification of Government self-insurance, and all forms, documents and information as identified in the DM.
- B. Under normal conditions Employees must immediately report any vehicle accident involving a GOV, leased or rental vehicle to their immediate Supervisor. Employees must also immediately report to their Supervisor any vehicle accident that occurred while driving a POV on official business or travel. Employees must report all accidents regardless of damage.
- C. Immediately after the accident it is the responsibility of the Employee to fill out a SF-91, *Operators Report of Motor Vehicle Accident*. The Employee must make a reasonable effort to obtain the names, phone numbers, addresses, driver's license numbers, license plate or VIN of the car, insurance policy references, of those involved. The Employee should also make a reasonable effort to obtain the names, phone numbers and the addresses of any witnesses, and pictures (when possible) of the accident scene from all directions as soon as possible after the accident (Form SF-94 *Statement of Witness*). The Employee must follow all state laws in notifying local law enforcement authorities.
- D. Vehicle accident investigation accomplished by the Agency will be in accordance with governing law, rule and regulation.

SECTION 26.08 - VEHICLE SPOTTERS

Employees who are tasked with driving vehicles in field conditions should be instructed in the task of spotting for a vehicle operator when backing a vehicle, or maneuvering a vehicle in close or confined locations. A vehicle spotter must be used in field conditions that are close or confined areas that restrict visibility of the driver, e.g. when operating the vehicle in reverse or rugged terrain.

ARTICLE 27: BOARD OF SURVEY/PROPERTY MANAGEMENT

SECTION 27.01 - PROPERTY ACCOUNTABILITY

In accordance with BLM Manual 1520, Personal Property Management Manual, and BLM Guidebook G-1525-1, all Employees have a personal obligation for the proper use, care, security, and return of personal Government property entrusted to them, or under their control or direct supervision.

SECTION 27.02 - BOARD OF SURVEY

- A. The Agency will conduct Board of Surveys in accordance with the procedures provided within Department Manual (DM) 410 DM 114-60.806 or successor manual. DM 410 establishes the basic requirements for the appointment of Boards of Survey or Survey authorities to investigate circumstances surrounding lost, stolen, damaged, or destroyed property. It establishes requirements for investigation, reporting findings, and for making determinations for the relief of accountability. It also prescribes personal financial liability for lost, stolen, damaged, or destroyed Government property, and review of Survey actions. Any changes to the above referenced rules, regulations, or policies, or manuals will be bargained in accordance with Article 41 (Mid-Term Negotiations)
- B. The Agency will ensure that Employees assigned to survey board duties will have a reasonable understanding of relevant property management regulations and board of survey procedures. Bargaining unit Employees will not be members of the Board of Survey. Local Survey Officers may be in the bargaining unit.
- C. Oral presentations to the board of survey are not considered disciplinary investigations (Weingarten Meeting) therefore, the Employee does not have a right to Union representation.
- D. The Agency will notify the Employee of the procedures for requesting a review/appeal of the Board's finding that an Employee is personally financially liable for lost, stolen, damaged, or destroyed government property.
- E. The affected Employee will be provided a copy of the completed and signed Report of Survey determination being made by the Board of Survey.

SECTION 27.03 - RIGHT TO APPEAL/GRIEVE FINDING OF FINANCIAL LIABILITY

- A. Employees who have been found financially liable through an approved Board of Survey/Survey Officer's findings may, at the discretion of the aggrieved Employee, file and appeal in accordance with DM 410 or file a grievance at Step Two (2) of the Negotiated Grievance Procedure, but not both. The action first filed will be considered the Employees choice of process.
- B. Collections of the Employee's debt will be delayed until disposition of the grievance and/or appeal has been completed.
- C. In advance of any money demand of an Employee by the Agency, the Employee must be informed in writing and the demand must include the reason in accordance with 5 CFR 550.1104.

ARTICLE 28: CONTRACTING OUT WORK

SECTION 28.01 - GENERAL

The Agency retains the right to determine how work will be accomplished to meet the BLM mission. The Agency will abide by all applicable laws, rules, and regulations concerning contracting out. The Agency agrees to make reasonable efforts to minimize adverse actions to affected Employees caused by a contracting out decision. Under this Article, the Union does not waive any rights granted by law, rule, regulation, or OMB Circular A-76 and Supplements.

SECTION 28.02 - PRIOR NOTIFICATION TO THE UNION

When the Agency anticipates the contracting out of work presently being performed by Bargaining Unit Employees the Color Country District Union Chief Steward will be notified upon the Agency's decision to prepare a Performance Work Statement. The notice will include information concerning the Employees who may be affected.

SECTION 28.03 - UNION REQUESTED DISCUSSION

Following such notice, upon request from the Union, the Agency will meet with the Union to discuss the decision as soon as reasonably possible.

ARTICLE 29: REORGANIZATIONS

SECTION 29.01 - GENERAL

- A. Actions taken under this Article are governed in accordance with Article 16 (Promotion, Reassignment, and Details) of this Agreement, or Adverse Actions in accordance with 5 CFR 752 and Article 32 (Investigations, Discipline, and Adverse Actions) of this Agreement.
- B. Management agrees to explore other possible Management actions to avoid demotions or reassignments outside the commuting area, which may arise from a reorganization.

SECTION 29.02 - REORGANIZATIONS

- A. The Agency will determine the administrative and functional structure of the organization.
- B. The Parties recognize that it may be beneficial to the Agency to involve the Union in meetings concerning organizational structure prior to making the final decision concerning a reorganization.
- C. Once the Agency makes a decision to conduct a reorganization, at the earliest possible date, and prior to notification to affected Employees, the Agency will notify the Union. The Agency agrees, at the Union's request, to provide the following information:
 - 1. the reason for the reorganization;
 - 2. the names, numbers, types and grades of Employees involved, including available charts indicating pre-reorganization structures and the organization when implemented;
 - 3. the anticipated effective date of the action; and
 - 4. in accordance with applicable law and regulation additional information may be requested by the Union.
- D. In accordance with applicable law, rule and regulation the Union will be provided the opportunity to negotiate reorganizations.

SECTION 29.03 - INVOLUNTARY REASSIGNMENTS DUE TO REORGANIZATION

- A. For involuntary reassignments not related to a reorganization see Article 16.06.
- B. At its discretion, Management may reassign an Employee(s) to position(s) located in the same, or a different, commuting area. Management will strive to use reassignments to existing vacancies in continuing positions to reduce the possibility of Reduction In Force (RIF) as a result of a reorganization provided the Employee is qualified and can properly perform the duties.
- C. The effective date of an involuntary reassignment, as a result of reorganization, will not be less than sixty (60) calendar days from the date the Employee is notified of the involuntary reassignment, unless agreed to by the Employee or the new position is in the same commuting area.
- D. For Employees who are involuntarily reassigned outside their current commuting area and are reassigned within BLM-Color Country District, in accordance with law and regulation Management will pay appropriate permanent change of station costs and provide a reasonable excused absence of up to forty (40) hours from the losing Supervisor and forty (40) hours from the gaining Supervisor.
- E. For Employees who were reassigned to a position with substantially different duties from those performed in their previous position Management will provide appropriate job related training as determined by Management. Management will allow the Employee reasonable time to reach acceptable performance in the newly assigned duties.

SECTION 29.04 - CHANGE TO LOWER GRADE

- A. Pay and grade retention in accordance with 5 CFR 536 will apply to Employees downgraded as a result of RIF procedures, see Article 30 (Reduction in Force (RIF)/Furlough). For change to lower grade for other reasons see Article 16 (Promotion, Reassignment, and Details).
- B. Employees who are downgraded as a result of RIF procedures will be entitled to appropriate consideration for re-promotion in accordance with 5 CFR 351 and 5 CFR 335.

SECTION 29.05 - IMPLEMENTATION AND REDUCTION OF IMPACT PROCEDURES

- A. It is the Agency's responsibility to ensure that Employees' Position Descriptions (PDs) accurately reflect any changes to duties as a result of reorganizations.
- B. All Employees assigned to new Supervisors as a result of reorganization will be provided an interim review by the losing Supervisor.
- C. The gaining Supervisor and Employee will meet and discuss the Employee's Performance Appraisal Plan (EPAP).
- D. Individual Development Plans will be carried forward to the receiving supervisor. The receiving Supervisor may review the Employee's individual development plan and may suggest changes to the plan as a result of discussions with the Employee.
- E. If an affected bargaining unit Employee is receiving an Agency approved reasonable accommodation as defined by the Equal Employment Opportunity Commission (EEOC), the Employee should inform the new Supervisor of the terms of the accommodation as necessary.
- F. In any reorganization within BLM-Color Country District which results in the assignment of duties not inherent within an Employee's Position Description (PD), the Agency will strive to complete any necessary PD modifications prior to implementing the new organizational structure.

ARTICLE 30: REDUCTION IN FORCE (RIF)/FURLOUGH

SECTION 30.01 - GENERAL

- A. The Parties to this Agreement recognize that a Reduction In Force (RIF) and Furlough can have a traumatic and demoralizing impact on current and future BLM-Color Country District Employees. It is also recognized that there are few solutions to many of the resulting problems. Therefore, Management will strive to take reasonable steps to avoid or prevent a furlough or RIF. It is recognized that a Furlough for greater than thirty (30) calendar days, or more than twenty-two (22) discontinuous work days, is subject to a RIF action.
- B. Management has the right to decide whether a RIF or Furlough is necessary, when it will take place, and what positions are abolished. However, adverse actions may only be taken for such cause as to promote the efficiency of the service.
- C. The procedures for implementing a RIF are governed by the requirements of law (5 CFR 351). RIF regulations will be applied when an Employee is faced with separation or downgrading for such reasons as:
 - 1. reorganization;
 - 2. lack of work;
 - 3. shortage of funds;
 - 4. insufficient personnel ceiling;
 - 5. the exercise of certain reemployment or restoration right;
 - 6. furlough for more than thirty (30) calendar consecutive days, or more than twenty-two (22) discontinuous work days; or
 - 7. transfer of function.

SECTION 30.02 - NOTIFICATION TO THE UNION & ACCESS TO INFORMATION

- A. It is also understood by the Parties that in addition to the above, Management is obligated to satisfy the requirements of 5 USC Ch. 71 to negotiate, with the Union of the affected Employees when the Agency implements a RIF, to the extent the issues are not covered by this Article.
- B. When Management believes there is a need for furloughs, transfer of function, reassignment in lieu of RIF, reduction in grade, or separation by RIF procedures, the Color Country District Union Chief Steward will be notified as soon as possible. At the Union's request it will be provided the following information:
 - 1. The reason for the RIF, furloughs, or transfer of function;
 - 2. The approximate number, types, series, grades, position title, and duty station of affected Employees;
 - 3. The anticipated effective date of the action; and
 - 4. Management agrees to provide the affected Employees and the Color Country District Union Chief Steward or designee information concerning the progress and impacts of any furlough or RIF action by making available accurate information throughout the process as soon as it reasonably becomes available.
- C. An Employee affected by RIF, or their designated representative, has the right to inspect Reduction In Force records pertaining to the Employee's individual action.

SECTION 30.03 - REDUCTION IN FORCE (RIF)

- A. REDUCING IMPACT OF RIF
 - 1. In the event of a RIF, existing vacancies will be utilized to the maximum extent possible to place Employees in continuing positions in order to minimize adverse actions and reduce separations.
 - 2. The Agency shall request, when appropriate, that the OPM authorize voluntary retirements under 5 USC 8336(d)(2).

3. At such time as a RIF has been announced, the Agency shall be available to meet individually with affected Employees who are eligible for optional or involuntary retirement, when requested, to explain its benefits.
 4. For Employees reassigned in lieu of or by RIF procedures, thirty (30) calendar days prior to the effective date of the reassignment, the Agency will provide an accurately classified position description. For impact to Employee EPAPs see Article 13 (Employee Performance Appraisal Plan). After the effective date of the reassignment the Employee may, with the Supervisor, develop an Individual Development Plan.
 5. For Employees who were placed in a position with different duties from those performed in their previous position, the Agency will provide appropriate job related training as determined by Management. Management will allow the Employee reasonable time to reach acceptable performance of the newly assigned duties.
- B. Management will strive to use reassignments to existing vacancies in continuing positions to reduce the possibility of Reduction In Force as a result of a reorganization provided the Employee is qualified and can properly perform the duties.
- C. RIF NOTICES: In the event of RIF, Management shall provide a written notice to each Employee affected by a change to lower grade, separation or reassignment in lieu of RIF at least sixty (60) calendar days prior to the effective date. The notice shall state what action is being taken, the effective date of the action, the Employee's service computation date and sub-group. It shall describe the Employee's competitive area and competitive level. Rights of appeal and time limits on such appeals will also be in the notice.
- D. SALARY/GRADE RETENTION: Salary and Grade retention for Employees affected by RIF will be provided for in accordance with appropriate law and regulation.
- E. UNEMPLOYMENT/RE-EMPLOYMENT:
1. The Agency will endeavor to make Employees aware of the various employment placement programs.
 2. In the event of a RIF affecting release of Employees, Management will determine from the appropriate State employment service whether any of the affected Employees might be eligible for training at government expense, and if so, will inform the Employees how to apply for such training.
 3. Any career or career conditional Employee who is separated because of RIF will be placed on a re-employment priority list in accordance with applicable rule and regulation, and such Employees will be given priority consideration for permanent positions for which they are qualified.
 4. Employees who are affected by RIF will be entitled to appropriate reemployment consideration in accordance with 5 CFR 351 and 5 CFR 335.
 5. Re-employment consideration does not require mandatory selection.
- F. RE-PROMOTION OF DOWNGRADED EMPLOYEES:
1. Employees who are downgraded as a result of RIF procedures will be entitled to appropriate consideration for re-promotion in accordance with 5 CFR 351 and 5 CFR 335.
 2. Employees who have been downgraded without personal cause and not at their own request while serving under a career or career-conditional appointment (or one of equivalent tenure) shall be entitled to priority referral for noncompetitive consideration for permanent re-promotion prior to a vacancy being filled by competitive promotion. Such Employees shall be entitled to priority referral and consideration only to vacancies for which the downgraded Employee is highly qualified up to the grade level or the equivalent level of the position from which downgraded. These actions will be taken in accordance with applicable regulations.
 3. A re-promotion eligible Employee who declines consideration or selection which is a proper offer of a position will be removed from consideration at that grade or lower and removed from the re-promotion list and their grade/pay retention will be terminated.

G. DETAILS DURING RIF:

1. Details necessary during RIF or transfer of function will be in accordance with Article 16 (Promotion, Reassignment, and Details) of this Agreement.
2. Employees on detail will not be released from the position of detail but rather the Employees' permanent position.

SECTION 30.04 - FURLOUGHS

- A. IDENTIFICATION OF FURLOUGHED EMPLOYEES: When the Agency determines to Furlough some, but not all of the Employees in a competitive level for thirty (30) days or less, the Agency agrees to first solicit volunteers from among the Employees in the affected competitive levels.
- B. NOTICE: The furlough notice to the Employee will state the basis for selecting the Employee, as well as, the reason(s) for the Furlough and will include representational rights.
- C. UNEMPLOYMENT BENEFITS: The Agency will inform Employees they may be eligible for unemployment benefits. The Agency will provide a fact sheet containing unemployment benefits information.
- D. BENEFITS: The Agency will provide information to Employees regarding the effects of Furlough on all employment benefits such as, but not limited to, health and life insurance, retirement and TSP.
- E. PROCEDURE FOR RECALLING EMPLOYEES: The Agency will provide a telephone number for contacting Management during the Furlough. Additional procedures may be negotiated by the Union, as appropriate.

ARTICLE 31: DESIGNATED SMOKING AREAS

SECTION 31.01 - SMOKING AREAS

- A. The Parties agree that smoking in the work place will be in accordance with current laws and regulations.
- B. The Parties agree to abide by the Executive Order 13058 which states:
"It is the policy of the executive branch to establish a smoke-free environment for federal Employees and members of the public visiting or using federal facilities. In furtherance of this policy, executive agencies must prohibit the smoking of tobacco products in all interior space owned, rented or leased by the Federal Government, in any outdoor areas in front of air intake ducts (under executive branch control). In addition smoking is prohibited in courtyards and within 25 feet of any doorways and air intake ducts on outdoor space under the jurisdiction, custody or control of GSA."
- C. Changes in currently existing designated smoking areas will be negotiated and implemented in accordance with Article 41 (Mid-Term Negotiations) of this Agreement.

ARTICLE 32: INVESTIGATIONS, DISCIPLINE, AND ADVERSE ACTIONS

SECTION 32.01 - GENERAL

- A. Discipline is the responsibility and the right of Management.
- B. Non-disciplinary actions include but are not limited to:
 - 1. Verbal or written counseling sessions may be used instead of disciplinary actions, whenever determined appropriate by Management. If written counseling is used, a written letter of counseling will be issued. The original is given to the Employee and a copy is maintained by the Supervisor for up to six (6) months.
 - 2. Letters of Warning are given to correct less serious misconduct. The original is given to the Employee and a copy is maintained by the Supervisor for up to one (1) year but is not placed in the eOPF.
 - 3. Performance based actions;
 - 4. Time and attendance coding of Absent Without Leave (AWOL);
 - 5. Investigations.
- C. Disciplinary actions are actions taken for misconduct which include:
 - 1. A Letter of Reprimand is issued for more serious incident(s) of misconduct. The original is given to the Employee, and a copy is maintained by the Supervisor and is also placed in the Employee's eOPF for up to two (2) years.
 - 2. A Decision to Suspend/Removal taken for misconduct.
- D. Adverse actions which are appealable to Merit Systems Protection Board (MSPB) are defined as:
 - 1. Suspension for more than fourteen (14) days,
 - 2. Non-voluntary reduction in grade/pay, a removal, or furlough of thirty (30) days or less (5 USC 7512).
- E. The objective of discipline is to prevent the recurrence of misconduct and to correct Employee behavior through prompt recognition of misconduct, and application of appropriate corrective action. Discipline is imposed only for just cause. Therefore, it is important that the Supervisor/Employee relationship encourage early recognition and resolution of potential misconduct situations which could lead to disciplinary action by Management.
- F. In determining the appropriate corrective action for misconduct, Management should consider not only the nature and gravity of the offence, but other factors such as the Douglas Factors found in Appendix G of this Agreement and the Department of the Interior (DOI) Manual 370 DM 752, Discipline and Adverse Actions (December 2006).
- G. Discussions between Supervisors and Employees regarding the correction of unacceptable conduct shall be conducted in private to avoid embarrassment and to maintain confidentiality.
- H. In accordance with 5 CFR 752 discipline shall be based on such cause as to promote the efficiency of the Service, and in accordance with appropriate DOI guidance, the penalty selected by Management should take into account all the specific circumstances of the case including any mitigating factors. The Deciding Official should ensure, to the extent possible, that Employees who commit similar offenses are treated consistently.

SECTION 32.02 - TIME FRAMES FOR INITIATING DISCIPLINE

- A. When Management becomes aware of an offense or completes an investigation of the matter Management agrees to initiate disciplinary actions in an efficient and timely manner. In this respect, when an Employee is subject to discipline, Management will strive to propose a disciplinary action within sixty (60) days of the completion of an investigation of the matter. If this cannot be accomplished due to reasons of significantly changed circumstances, the Employee will be provided a notice advising them that a disciplinary action is being considered, the general nature of the

investigation or the possible misconduct, and the reason for delay. The Employee will be informed when a decision has been made.

- B. If it is determined by Management that no discipline is to be taken after an Employee has been provided notice of a delay the Employee will be notified of this determination in writing.
- C. An Employee may ask their Supervisor whether a disciplinary action will be imposed/proposed against them, and will be provided an answer.

SECTION 32.03 - PROCEDURES

- A. Before proposing and/or effecting disciplinary action, Management Officials shall attempt to ascertain all pertinent facts both for and against the Employee.
- B. In accordance with applicable law, regulation, and Agency policy, Management will determine the appropriate method of internal investigation that will be conducted.
- C. Investigations that are not criminal in nature and are conducted by Management through administrative procedures will be performed by Management Officials. Management will make a reasonable effort not to assign Bargaining Unit Employees any duties related to investigating an alleged violation by another Employee. The privacy of an individual being investigated will be protected to prevent any undue embarrassment. Management will consider assigning an official/investigator from outside an office/duty station if the inquiry to be made may result in a disruption to that office/duty stations.
- D. Interviews and inquiries shall be conducted privately and in such a manner as to minimize any personal embarrassment to the affected Employee.
- E. If an Employee makes a valid request for Union representation, Management may grant the request and allow a reasonable amount of time for Union representation, suspend the interview, or give the Employee the choice of having an interview unaccompanied by his representative or having no interview.
- F. Management may consider alternative discipline in lieu of traditional discipline. It is the Employee or their Representative's responsibility to offer alternative sanctions to the Deciding Official, such as attendance at remedial classes, providing relevant training to others, paper-suspensions, apologies, etc. Alternative discipline is intended to provide rapid resolution to problems and contribute to a more positive work environment.
- G. Once all facts have been gathered and disciplinary action appears to be in order, discipline or a Proposal Notice will be given to the Employee. After the discipline or Proposal Notice has been given to the Employee, and if Employee requests Union representation, the Employee will not be questioned further about the incident until the representative is present.
- H. Letter of Warning or Reprimand
 - 1. A Letter of Warning or Reprimand will be issued directly to an Employee and will be sufficiently specific to indicate why the letter is being issued and what the Employee can do to improve or take corrective action.
 - 2. Midway through the time periods during which the letters are retained, the Supervisor and the Employee will meet at the Employee's request to determine if the Employee has been successful in improving or correcting their conduct. At Management's discretion, letters of warning or reprimand may be removed earlier than the time specified.
- I. Suspensions of Fourteen (14) Days or Less:
 - 1. At least thirty (30) calendar days prior to a suspension being taken, the Proposing Official shall issue the Employee with the Proposal Notice stating the specific reasons the action is being proposed.
 - 2. Upon receipt of the Proposal Notice, the Employee will be allowed seven (7) calendar days to respond to the charges orally, in writing, or both, and submit affidavits or other documentary evidence to the Deciding Official.

3. Normally, the Deciding Official shall issue a written decision within forty-five (45) calendar days of the Employee's response or the expiration of the time limit provided for response, whichever is later.
- J. Suspensions of More Than Fourteen (14) Days and Removals:
 1. At least thirty (30) calendar days prior to a suspension being taken, the Proposing Official shall issue the Employee with the Proposal Notice stating the specific reasons the action is being proposed, except if there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed (5 USC Section 7513(b)) or consistent with 5 CFR 752.404.
 2. Upon receipt of the Proposal Notice, the Employee will be allowed fourteen (14) calendar days to respond to the charges orally, in writing, or both and submit affidavits or other documentary evidence to the Deciding Official.
 3. Normally, the Deciding Official shall issue a written decision within forty-five (45) calendar days of the Employee's response or the expiration of the time limit provided for response, whichever is later.

SECTION 32.04 - LESSER PENALTIES

- A. Where Management issues a Proposal Notice, Management may, after considering an Employee's response, subsequently decide to impose a lesser penalty or alternative sanctions. The Final Decision will be issued without an additional Proposal Notice being provided.
- B. If Management decides that discipline is not appropriate, the Employee will be informed in writing.

SECTION 32.05 - FINAL DECISION

- A. The Final Decision Notice, including the effective date of the action, will be issued to the Employee.
- B. If there is a designated Union representative, Management will provide an additional copy to the Representative via hand delivery, e-mail, or if necessary by fax.

SECTION 32.06 - RIGHT TO GRIEVE OR APPEAL

- A. An Employee may file a grievance at Step 2 of the Negotiated Grievance Procedure (NGP) regarding the issuance of Counseling, a Letter of Warning or Letter of Reprimand, suspensions, and removals (*See Article 34 – Negotiated Grievance Procedures*).
- B. Suspension of more than fourteen (14) days, removals, and adverse actions are appealable to the Merit Systems Protection Board (MSPB) or through the Negotiated Grievance Procedure (NGP), but not both.
- C. Notification of a proposed suspension or removal is not grievable.

SECTION 32.07 - HARMFUL ERROR

In accordance with 5 CFR 1201.56(c)(3), an otherwise valid disciplinary action may only be overturned for procedural error if the Employee shows that the error caused substantial harm or prejudice to their rights such that, if the error had not been made, Management might have reached a different conclusion on the appropriate discipline to impose.

SECTION 32.08 - TERMINATION OF PROBATIONARY EMPLOYEES

- A. The probationary period for an Employee is an extension of the hiring process.
- B. Termination of a probationary Employee for conduct or performance reasons will take place only when appropriate.
- C. A Supervisor of a probationary Employee should counsel the Employee as soon as performance shortcomings are identified.
- D. A notice of removal, containing the reasons for the action and the effective date, will be given to the Employee. This action is not grievable, however, the Employee will be advised in writing of their right to appeal to the MSPB.

SECTION 32.09 - AVAILABILITY OF INFORMATION

- A. Upon request of the Employee, or the Employee's designated Union representative, a copy of the documentation used by Management in support of the disciplinary action will be provided to the Employee at the time a Proposal Notice is given to the Employee. This does not preclude the Employee's designated Union representative from requesting other relevant information pursuant to 5 USC 7114 (b)(4).
- B. Upon Union request, during January of each year, the Agency will provide the Color Country District Union Chief Steward a list of all discipline and adverse decisions concerning the Bargaining Unit for the previous calendar year. The list will indicate the type of disciplinary or adverse action taken by location and if more than sixty (60) days, as indicated in Section 32.02(A) above, were necessary to issue the proposal or decision.

SECTION 32.10 - EXTENSION OF TIME LIMITS TO REPLY/GRIEVE DISCIPLINE

- A. Extensions for replying to a notice of proposed action will be granted for valid reasons, such as workload, illness, accidents, death in the family and jury duty and the Employee or designated representative requests the extension in writing by the final date for the response.
- B. To request an extension to grieve a notice of final decision the Employee or Union designated representative must follow those procedures found in Article 34 (Negotiated Grievance Procedures).
- C. If an Employee is represented by the Union at the response stage of the disciplinary process and the Employee's designated Union representative is denied Official Time to meet with the Employee, in accordance with Article 38 (Use of Official Time and Travel for the Union) of this agreement, the time limit will be extended equal to the delay.

ARTICLE 33: WORKPLACE CONFLICTS AND ALTERNATIVE DISPUTE RESOLUTION

SECTION 33.01 – GENERAL

The BLM is committed to attract, retain, and support dedicated, talented, and resourceful employees who work cooperatively to provide exemplary service to the public. The ability to proactively manage and resolve workplace conflict improves the employee's quality of work life and productivity. When employees do not have a trusted and efficient avenue of redress of workplace concerns and conflicts, the efficiency of the Agency on a local basis and as a whole is diminished.

All employees are free to participate in the CORE PLUS program without restraint, interference, coercion, discrimination, or reprisal of any kind.

SECTION 33.02 - IMPLEMENTATION OF CORE PLUS

If CORE PLUS services are requested, the bargaining unit employee, Union representative or Management representative shall contact the CORE PLUS Specialist at the Utah State BLM Office. The Union and the Agency agree to use the CORE Plus Program Guidelines established by the Department Manual 370 DM 752.2 and accompanying Handbook except as modified by this Article.

SECTION 33.03 – NOTIFICATION TO THE UNION

- A. Management will notify the Union whenever a bargaining unit employee not represented by the Union, elects to address an issue regarding conditions of work through CORE PLUS or any other ADR avenues in accordance with law, rule and regulation and the articles of this agreement. The Union will be provided the names of the Parties, the general nature of the conflicts and the date/time/location of the scheduled ADR.
- B. The Union, at its discretion, will determine if it wishes to be involved on a case-by-case basis, and how they will be involved.

SECTION 33.04 –WHAT THE CORE PLUS PROGRAM DOES

- A. Address any issue/concern raised by any bargaining unit employee or the Union;
- B. Provide all employees with fair, equitable, and effective means for constructively resolving workplace conflicts or disputes at the earliest opportunity, at the lowest organizational level, and to the mutual satisfaction of all Parties; and
- C. Rely on a coordinated network of information and resources to help all employees promptly address issues and concerns in the workplace and reduce destructive disputes.

SECTION 33.05 – WHAT THE CORE PLUS PROGRAM DOES NOT DO

Replace any legal or administrative avenues of redress available to employees or provide any extension of time frames in which to seek redress under the negotiated grievance procedures or EEO process. Some matters have specific administrative processes and time frames that an employee must follow in filing a formal complaint. These matters include but are not limited to: EEO, sexual orientation discrimination claims, negotiated grievance procedure, whistleblower complaints and prohibited personnel practices.

SECTION 33.06 – NEGOTIATED GRIEVANCE PROCEDURE

- A. Pursuant to this Agreement's Negotiated Grievance Procedure (NGP), an Employee must present a grievance in writing within twenty-one (21) calendar days of the date of the alleged violation, or the date they became aware of it. The deadline for this initial filing may be extended by the grievance official.

- B. If the Employee or Union requests CORE PLUS assistance, Management will provide the grievant with information about the Alternative Dispute Resolution (ADR) options under CORE PLUS. If the grievant elects ADR, Management will refer the Parties to an appropriate CORE PLUS Neutral. The Employee, the Union, or Supervisors may contact the office of Collaborative Action and Dispute Resolution (CADR) for ADR information at any time.
- C. All time frames within the NGP will be suspended upon request of ADR until a decision is made regarding the request and it is determined ADR will not be provided; termination of ADR by either party, or a Notice of Results and Options is issued.

SECTION 33.07 – NEXT STEPS

- A. In accordance with 370 DM 770 the CORE PLUS Neutral will assist the Parties in deciding which form of dispute resolution might work best. To that end, the Neutral will ask questions to clarify the situation and identify options and any additional sources of information necessary, as well as other possible or more appropriate sources of assistance.
- B. The CORE PLUS mediation sessions will be held, if possible, on BLM premises and during the regular administrative work hours. Employees, designated Union representatives, and witnesses will participate while in paid status and will not suffer loss of pay or charge to leave.
- C. In accordance with 370 DM 770, the CORE PLUS process will normally not exceed a 45 day period unless otherwise agreed to by the Parties. If the mediation process is used, an “agreement to mediate” form will be completed by the CORE PLUS Specialist and signed by both Parties and their representatives, if any. Copies of the final signed agreement will be provided to all Parties (including the Union whether or not they choose to participate in the meeting) and the original document maintained by the designated Bureau Dispute Resolution Specialist (or CORE PLUS Dispute Resolution Manager).
- D. All issues discussed during CORE PLUS sessions are considered confidential to the maximum extent possible and will only be disclosed to those with a need-to-know (as defined under 370 DM 770).
- E. All costs will be borne by Management. Union representatives will be paid appropriate travel and per diem, in accordance with Article 38 (Use of Official Time and Travel for the Union) of this agreement.

SECTION 33.08 – END OF PROCESS

- A. Any party to a conflict resolution process may terminate the process at any time or the Neutral may terminate the process. Reasons for ending a process may include a conflict of interest arising, further participation would not meet the Parties’ needs, etc.
- B. If full resolution is not reached, provide the Parties with a Notice of Results and Options in accordance with 370 DM 752.2.
- C. If it is decided that ADR is not appropriate; if either party terminates ADR; or a resolution is not reached and a Notice of Results and Options is issued, the grievant will have twenty-one (21) calendar days to proceed with the NGP at whichever Step the grievance was interrupted for ADR.
- D. If resolution is reached by the Parties, the terms of their agreement should be in writing, and the draft settlement agreement or memorandum of agreement should be reviewed for technical sufficiency before it is signed by all Parties to the agreement. If the agreement resolves an EEO pre-complaint or formal complaint, it should be reviewed by the EEO Director or their designee, and the Union. If it resolves a NGP, it should be reviewed by the Union and Management. Written agreements may not violate any applicable laws rules, regulations, collective bargaining agreements, or written policies of DOI.
- E. If, after an agreement has been reached, the terms of the agreement are not implementable, or fail to fully resolve the conflict or dispute, the Parties are encouraged to return to CORE PLUS to address their concerns

ARTICLE 34 NEGOTIATED GRIEVANCE PROCEDURES (NGP)

SECTION 34.01- PURPOSE AND SCOPE

- A. This Article shall constitute the sole and exclusive procedure available to Management, the Union, and Employees of the Bargaining Unit for the resolution of grievances subject to the control of Management applicable to any matter involving the interpretation, application, or violation of this Agreement or supplements, Memorandums of Understanding/Agreement, policies, regulations, practices or working conditions.
- B. The Parties agree every effort will be made by the Agency, Union and the aggrieved to settle grievances at the lowest possible level.

SECTION 34.02 - 'PROTECTION FROM REPRISAL

There will be zero tolerance for reprisal or intimidation toward Employees for filing grievances. The filing of a grievance shall not reflect unfavorably on an Employee's good standing, performance, loyalty, or desirability to the organization. No reprisal, coercion, intimidation, or adverse actions will be taken against an Employee for filing a grievance or requesting Alternate Dispute Resolution (ADR) to resolve a complaint.

SECTION 34.03 - MATTERS EXCLUDED FROM THE NEGOTIATED GRIEVANCE PROCEDURE (NGP)

This grievance procedure does not apply to those policies, practices and matters concerning:

- A. Prohibited political practices.
- B. Retirement, life insurance, or health insurance.
- C. Letters of proposed disciplinary action.
- D. Suspension or removal for national security reasons.
- E. Any examination, certification, or appointment.
- F. The classification of any position which does not result in the reduction in grade or pay of an Employee.
- G. Non-selection for a position from among a group of properly ranked and certified candidates.
- H. Hardship transfer requests.
- I. Issues excluded or reserved to Management by law.
- J. Denial of Within-Grade Increases.

SECTION 34.04 - INFORMAL PROCESS

The Parties strongly endorse the concept that individual disputes should be resolved informally between the Employee and the Supervisor or Management. If an Employee has an issue or problem, the Employee should take steps to bring it to the Supervisor's attention as soon as possible and attempt to reach resolution. If resolution is not possible, an attempt should be made to resolve the matter at the lowest possible Step of the Negotiated Grievance Procedure (NGP).

SECTION 34.05 - GENERAL GRIEVANCE PROCEDURES

- A. If resolution is not reached informally, a good faith effort will be made by all Parties to resolve the issue at the lowest possible Step of the Negotiated Grievance Procedure (NGP).
- B. An Employee presenting their own grievances under this Article must meet all requirements which apply to this Article. The Agency will notify the Color Country District Union Chief Steward of receipt of a grievance by providing a copy of all pertinent correspondence between the Employee and Management relevant to the grievance, including the grievance and associated documents.
- C. Employees who are otherwise in a duty status will be granted a reasonable amount of official time for initiating, preparing, reviewing and presenting a grievance. When a Union representative or

Employee desires to be released on Official Time, they will request, in advance, the use of official time from their Supervisor utilizing the QuickTime electronic system, or its equivalent electronic system. Due to emergency situations, if advance completion of QuickTime is not possible, then verbal, text, or email request may be used.

- D. A grievance may be filed by the Union, an Employee, a group of Employees, or Management.
- E. The date a grievance is considered filed is the date the grievance is electronically submitted, faxed, or personally presented to the appropriate deciding official.
- F. Government e-mail, phone or fax may be used by the Employee when contacting the Union; and by the Union or Employee to submit a grievance when on approved official time, or in a non-duty status. (see Article 39 Facilities, Equipment and Services to be Provided to the Union).

SECTION 34.06 - STEP 1 GRIEVANCE PROCEDURE FOR EMPLOYEES

A. STEP 1 GRIEVANCE INITIATION

- 1. A Step 1 Grievance must be filed within twenty-one (21) calendar days of when an Employee knew, or should have known, of the alleged violation.
- 2. The Step 1 Standard Grievance Record (SGR) form must be used to properly file a grievance under this Agreement. The SGR form is a critical component of the grievance procedure. It is intended to put Management on notice of the issue(s) raised in the grievance and the requested remedies. The SGR form must be signed and dated by the grievant.
- 3. All grievances filed at Step 1 should be filed with the Employee's immediate Supervisor. If the immediate Supervisor is not available, the grievance shall be given to the designated Acting Supervisor or second level Management Official, unless it is mutually determined that it should be filed elsewhere. This mutual determination is to be made between the Color Country District Manager or designee and the Union Chief Steward or designee.
- 4. Upon receiving a Step 1 SGR form the Supervisor/Step 1 Deciding Official will provide a receipted copy of the Step 1 SGR form to the grievant and Union Chief Steward or designee. This receipted copy will be provided as soon as possible but normally not later than one (1) day after personally receiving the grievance.

B. RECORD OF STEP 1 GRIEVANCE & REQUESTED REMEDY

- 1. The Step 1 SGR form, Part 2 shall be completed entirely by the end of the Step 1 Meeting between the employee and the Union, or by the Employee if not represented by the Union. The Step 1 SGR form Part 2 must briefly describe the incident causing the grievance (include date, time, and place, Articles or Sections of Labor Agreement/local Supplement/Regulation or Law alleged to have been violated) as well as the Requested Remedy. Requested remedies must be specific to the resolution of the issue, personal to the grievant, and written in such a way to allow the Deciding Official to understand what is specifically being requested.

C. RESPONSE TO STEP 1 GRIEVANCE AND GRIEVANCE MEETING

- 1. The Supervisor/Step 1 Deciding Official shall have ten (10) calendar days from the timely filing of the grievance to contact the Union Representative and Grievant, in order to schedule a Step 1 meeting. If the Supervisor/Step 1 Deciding Official does not contact the Union Representative and Grievant within ten (10) calendar days to schedule a Step 1 meeting, the aggrieved party may elevate the grievance to Step 2.
- 2. The Parties shall meet to discuss the matter as soon as possible but no later than twenty-one (21) calendar days from the date of the timely filing of the grievances. The Parties may agree to extend the time frames by mutual consent (see 34.14(d)).
- 3. The Supervisor/Step 1 Deciding Official will communicate the Step 1 Grievance Decision in writing within twenty-one (21) calendar days from the date of the Step 1 Meeting. If no decision is rendered in a timely fashion the grievant may appeal to Step 2 of the NGP.

D. ADR

The Parties may use Article 33 Workplace Conflicts and Alternate Dispute Resolution (ADR) to attempt to resolve the grievance at any time during the grievance procedure. See Appendix C Part 3.

SECTION 34.07 - STEP 2 GRIEVANCE PROCEDURE FOR EMPLOYEES

STEP 2 GRIEVANCE INITIATION

- A. A Step 1 Grievance that is being appealed to Step 2 of this procedure must be filed:
 - 1. within twenty-one (21) calendar days of receipt of a Step 1 Decision;
 - 2. should the Step 1 Deciding Official fail to contact the Union/Grievant within the ten (10) days to schedule the Step 1 meeting the Step 2 Grievance must be filed within twenty-one (21) calendar days from the 10th day from the Step 1 filing date; or
 - 3. if there was a Step 1 Meeting and no timely decision is rendered, within twenty-one (21) calendar days of when the Step 1 Decision was due.
- B. A grievance originating at Step 2 of the NGP must be filed within twenty-one (21) calendar days from receipt of a counseling, a letter of warning, a letter of reprimand, a disciplinary/adverse action decision letter, denial advanced leave request, or denial to participate in the leave share program.
- C. The Step 2 SGR form shall be filed with the Color Country District Manager or designee. The Step 2 Grievance shall be considered filed when it is personally delivered to or electronically received by Color Country District Manager or designee. The Step 2 Deciding Officials shall be unbiased and shall be the person actually making the decision. If the appeal is filed with the wrong Management Official, Management shall forward it to the correct official and so notify the grievant and Union representative.
- D. Upon receiving a Step 2 SGR form the Color Country District Manager or designee will provide a receipted copy of the Step 2 SGR form to the grievant and Color Country District Union Chief Steward, or designee. This receipted copy will be provided as soon as possible but normally not later than one (1) day after personally receiving the grievance.
- E. The Step 2 Grievance shall be presented in writing on a Step 2 SGR form;
 - 1. The grievant will indicate on the form whether they are appealing a Step 1 decision or lack of a decision, or starting at Step 2.
 - 2. If appealing a Step 1 decision, or lack of decision, the grievant must include a precise explanation disagreeing with the Step 1 decision, if one was issued, or if none was issued, setting forth the reasons for review at second step.
 - 3. If starting at Step 2 the grievant will identify the general nature of the grievance. The SGR form must include a precise explanation as to why the grievant believes each contract Article, negotiated agreement, statute, regulation, policy, and/or procedure was violated. This explanation must include specific citations and specificity of the allegation so the Deciding Official can understand why the grievant believes a violation has occurred and why the requested remedies are appropriate. Requested remedies must be specific to the resolution of the issue, personal to the grievant, and written in such a way to allow the Deciding Official to understand what is specifically being requested.
- F. The designated Deciding Official at Step 2 shall have twenty-one (21) calendar days from the timely filing of the grievance to schedule a Step 2 Meeting and discuss the Step 2 Grievance between the grievant, Union, and the Agency as appropriate. The meeting will be by phone, video conference, or if mutually agreed to by the Parties, face to face.
- G. The Color Country District Manager or Deciding Official will communicate the decision on the grievance in writing within twenty-one (21) calendar days from the date of the meeting. If no decision is rendered in a timely fashion, the Union may proceed to invoke the grievance to arbitration.
- H. The Parties may use Article 33 Workplace Conflicts and Alternate Dispute Resolution (ADR) to attempt to resolve the grievance at any time during the grievance procedure. See Appendix C Part 7.

SECTION 34.08 - UNION REPRESENTATION AT GRIEVANCES WHERE EMPLOYEES REPRESENT THEMSELVES

- A. If a bargaining unit Employee presents a grievance without requesting Union representation, the Union must be given an opportunity to have a Union representative present at any discussion of the

grievance between the grievant and the Agency. The Union Representative will be provided official time in accordance with Article 38 (Use of Official Time and Travel for the Union).

- B. A copy of all bargaining unit Employee grievances and decisions will be provided to the Color Country District Union Chief Steward, or designee.
- C. The grievance procedure is not designed to replace the Employee/Supervisor relationship. An Employee may request to meet and discuss an issue personal to the Employee with their immediate Supervisor. However, once the Employee files a grievance, the Union has the right to be present at all formal discussions between Management and the Employee(s) held in the course of proceedings conducted to resolve grievances.
- D. Union participation, in formal discussions, will be allowed using the same means as is used by Management and the grievant, e.g., the Union will be allowed to participate by video conferencing if Management is holding discussions with the Employee via video conferencing. When the meeting or discussion between Management and the Employee is conducted face to face, official travel will be in accordance with Article 38 (Use of Official Time and Travel for the Union).

SECTION 34.09 - GROUP GRIEVANCE PROCEDURE

- A. If similar grievances are presented at approximately the same time, they may be treated as a Group Grievance, and all grievants will be notified of this determination.
- B. An Employee may withdraw from a group grievance, in writing, any time before a formal decision is issued.
- C. A decision on such grievance applies to all Employees in the group and each will be given a copy of the decision.

SECTION 34.10 - UNION GRIEVANCE PROCEDURE

- A. If the Union is aggrieved, the Color Country District Union Chief Steward or designee, must submit a completed Step 2 SGR form to the Color Country District Manager or designee, within twenty-one (21) calendar days of the date of the act, or awareness of the act, causing the grievance.
- B. Representatives of the Parties shall meet as soon as possible, but not later than twenty-one (21) calendar days from the date of the submission of the grievance, to discuss the matter.
- C. If the Union representative is prevented from meeting any time frame due to a denial of official time, they may request an extension. If the Union representative is prevented from meeting any time frame due to a denial of official time, the time frames will be suspended and extended commensurate with any delay.
- D. Within twenty-one (21) calendar days after the meeting, the Union's representative will be given a written decision from the Color Country District Manager, or designee. If such decision fails to resolve the matter, the Color Country District Union Chief Steward, or their designee, may invoke the procedures for arbitration in accordance the Article 35 (Arbitration).

SECTION 34.11 - MANAGEMENT GRIEVANCE PROCEDURE

- A. If the Agency is aggrieved, the Color Country District Manager or their designee must submit a Step 2 SGR form to the Color Country District Union Chief Steward within twenty-one (21) calendar days of the date of the act, or awareness of the act, causing the grievance.
- B. Representatives of the Parties shall meet as soon as possible, but not later than twenty-one (21) calendar days from the date of the submission of the grievance, to discuss the matter.
- C. Within twenty-one (21) calendar days after the meeting, the Color Country District Union Chief Steward or designee, shall give their written decision to the Color Country District Manager, or designee. If such decision fails to resolve the matter, the Color Country District Manager or their designee, may invoke the procedures for arbitration in accordance the Article 35 (Arbitration).
- D. If the Union representative is prevented from meeting any time frame due to a denial of official time, they may request an extension.

SECTION 34.12 – ALTERNATE DISPUTE RESOLUTION (ADR)/GRIEVANCE MEDIATION

The Parties may use Article 33 Workplace Conflicts and Alternate Dispute Resolution (ADR), including the use of grievance mediation, to attempt to resolve the grievance at any time during the grievance procedure. See Appendix C. If mediation is used, Management will contact a mediator within fourteen (14) calendar days from the date the Parties mutually agree to the mediation.

SECTION 34.13 - ADVANCEMENT, CANCELLATION, AND GRIEVABILITY

- A. Failure to comply with stated time limits authorizes the other Party to cancel the grievance by written notification or advancement to the next step in the NGP whichever is applicable.
- B. A grievance may be terminated by written notification from the grievant to the other Party.
- C. If an Employee is separated from the bargaining unit before a decision is rendered on an Employee Grievance, by mutual agreement, Management and the Union may cancel the grievance without a decision being rendered.
- D. If either Management or the Union considers a grievance non-grievable or non-arbitrable, they should communicate such determination to the other Party in writing and this will become part of the record. While such notice should be provided as soon as possible, in the interest of reaching common ground, the notice may be delayed. Either party reserves the right to assert non-grievability/arbitrability at any time.
- E. Failure on the part of the grievant or grievant's representative, to sign or date an SGR form at any Step of the NGP will have the effect of nullifying the grievance and making it non-arbitrable. A grievance submitted electronically will be considered signed only by the person that emailed it.
- F. Failure of the grievant or grievant's representative, to file an SGR form at any Step of the NGP within the stated time limits will have the effect of nullifying the grievance and making it non-arbitrable.

SECTION 34.14 - MODIFICATION OF GRIEVANCE PROCEDURE TIME LIMITS

- A. If the deadline to file an Employee Grievance falls on the aggrieved's non-scheduled work day or Holiday, it is due on the next regularly scheduled work day of the grievant.
- B. If the deadline to file a Group, Union, or Management Grievance falls on a Saturday or Sunday it is due on the following Monday. If it is due on a Holiday it will be due on the next regular work day following the Holiday.
- C. If a Grievance Decision is due on the Deciding Official's nonscheduled work day or Holiday, it is due on the next regularly scheduled work day of the Deciding Official.
- D. Time limits in this Article may be extended by mutual Agreement between Management and the aggrieved or their representative. An extension request will be made by the requesting party by either submitting to the Deciding Official and BLM-UT Labor Relations Specialist a Grievance Extension Request Form (Appendix D), or an e-mail which states the requested adjusted due date. The Deciding Official will provide a written response no later than two (2) days from the receipt of the request. Copies of the signed Grievance Extension Request form or emails, must be attached to the SGR and are considered part of the grievance record. The absence of a response to a grievance extension request shall not be considered or imply consent to the request, and shall be considered a denial of the request.
- E. Absent a completed Grievance Extension Request form signed by both Parties and email traffic designating such, the failure to comply with any time limitations stated in the Article shall result in a dismissal of the grievance.
- F. When the Union appropriately submits a request for information which is relevant to resolution of a grievance, the grievance time limit clock will be held in abeyance on the date the request was electronically or personally submitted to the Color Country District Manager or designee. The clock will resume upon Management electronically or personally submitting a response to the Color Country District Union Chief Steward or designee.

SECTION 34.15 - OPTIONAL USE OF STATUTORY APPEAL PROCEDURES

- A. An aggrieved may raise a matter under an applicable Statutory procedure or the NGP, but not both.
- B. The aggrieved shall be deemed to have exercised their option to raise a matter either under the applicable Statutory procedure or under the NGP at such time as the aggrieved files the first action.
- C. Selection of the NGP in no way affects the right of an aggrieved Employee to request the Merit Systems Protection Board (MSPB) or Equal Employment Opportunity Commission (EEOC) review, pursuant to applicable rule, law and regulation.

ARTICLE 35: ARBITRATION

SECTION 35.01 - GENERAL

- A. If a grievance is not resolved through use of Article 33 Workplace Conflicts and Alternate Dispute Resolution (ADR) or the Negotiated Grievance Procedures (NGP), Article 34, the grievance may be submitted to arbitration.
- B. The Parties may mutually agree to resolve individual grievances by using the formal arbitration procedure. If an agreement cannot be reached as to the arbitration procedure to be used, a formal arbitration hearing will be held.
- C. Only the Union or Management, or their designees, may invoke arbitration.

SECTION 35.02 - MEDIATION

If the Parties mutually agree, prior to invoking arbitration, the services of a Federal Mediation and Conciliation Services (FMCS) mediator may be used to mediate a mutually acceptable resolution. If mediation is attempted by the Parties, the clock associated with this Article will be held in abeyance.

SECTION 35.03 - INVOKING ARBITRATION

- A. The aggrieved party must invoke arbitration within thirty (30) calendar days of:
 - 1. the Step 2 Grievance Decision being issued;
 - 2. in the absence of Step 2 Grievance Decision being issued the day it was due; or
 - 3. a Party notifying the other Party of its withdrawal from the mediation process.
- B. Arbitration is considered invoked on the date the aggrieved party mails or submits via the internet the appropriate form/letter requesting a panel of seven (7) arbitrators to the FMCS and provided a copy to the other party. On the same day the request for a panel is made, the invoking Party will inform the other Party by email or fax, that arbitration has been invoked. Any FMCS fees will be borne of the party requesting the panel.

SECTION 35.04 - SELECTING THE ARBITRATOR

- A. Within fourteen (14) calendar days after receipt of the list from FMCS, representatives of the Parties shall select an arbitrator. The invoking Party is responsible for initiating the scheduling of this meeting.
- B. If the Parties cannot mutually agree on an arbitrator from the list, each Party shall alternately strike one name from the list until one name remains. The Union will strike first on the "odd" months of the year. The Agency will strike first on the "even" months of the year.
- C. If the Parties find the entire list of arbitrators to be unacceptable, or if an arbitrator recuses him/herself, the invoking Party will request a new list within seven (7) calendar days, and the procedures outlined in A and B of this section will be followed.
- D. Either the Union or Management may proceed to arbitration ex parte should the other side refuse to cooperate in the above procedures for selection of an arbitrator.

SECTION 35.05 - DATE AND SITE OF ARBITRATION

- A. The invoking Party shall make arrangements for the hearing on a mutually acceptable date. The Parties shall make every effort to schedule arbitration hearings within forty-five (45) calendar days of notification by the selected arbitrator of their availability.
- B. The arbitration hearing will be held, if possible, at the location where the Employee(s) works, unless otherwise mutually agreed.
- C. Hearings will be held during normal working hours.

SECTION 35.06 - FEES AND EXPENSES

- A. This section applies to formal arbitration.
- B. All fees and expenses of the arbitrator, shall be split equally between the Agency and the Union.
- C. When a transcript (court reporter) is mutually agreed upon by the Parties, the cost shall be shared equally. Either Party may unilaterally request that a transcript be prepared, but will bear all costs. However, if the other Party subsequently requests and receives a copy of the transcript, they must pay 50% of costs. When a transcript is requested by the arbitrator the cost will be borne by both Parties in accordance with Section 35.06(B) above.
- D. If a cancellation or postponement occurs, the Party withdrawing from, or requesting a postponement of, the arbitration shall be responsible for Arbitrator's fee for such cancellation or postponement fee unless the withdrawal is by virtue of a written settlement agreement stipulating otherwise.
- E. An equal number of Union representatives will be entitled to Official time, as there are Management representatives at the hearing.
- F. Reasonable attorney fees for arbitration will be paid in accordance with law.

SECTION 35.07 - PROCEEDINGS, ARBITRATOR'S AUTHORITY, & DECISIONS

- A. The Arbitrator shall have the authority to make all grievability and/or arbitrability determinations.
- B. Threshold questions of arbitrability shall be heard by the Arbitrator on the same hearing date as the hearing on the merits of the case, unless otherwise mutually agreed by the Parties.
- C. The Arbitrator's authority is limited to the adjudication of the issues raised in the grievance procedure. If the Parties fail to agree on a joint stipulation of the issue(s) for arbitration, each Party shall submit a separate statement and the Arbitrator shall determine the issue(s) to be heard.
- D. The Arbitrator shall not have authority to add to, subtract from or modify any of the terms of this Agreement, or any supplement thereto.
- E. The Arbitrator is empowered to fashion an appropriate remedy consistent with the terms of this contract and in accordance with applicable law, rule or regulation.
- F. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB) the Arbitrator shall be governed by 5 USC 7701(c)(1) & (2) and, to the extent applicable, by the precedent decisions of the MSPB.
- G. After the arbitration hearing is established, the order of the proceedings will be determined by the Arbitrator.
- H. The Arbitrator will be requested to render a decision as quickly as possible, but not later than thirty (30) calendar days from the close of the hearing.
- I. The Arbitrator's decision and remedy shall be binding on the Parties and implemented within thirty (30) calendar days of receipt, unless appealed. Either Party may file exceptions to the Arbitrator's decision and remedy in accordance with Federal Labor Relations Authority (FLRA) regulations.
- J. Any dispute over the application or interpretation of the Arbitrator's decision shall be returned to the Arbitrator for clarification.

SECTION 35.08 - WITNESSES & EVIDENCE

- A. A reasonable number of relevant witnesses, who are Employees of the Agency and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this Article and such Employees shall not suffer loss of pay or charge to leave.
- B. Unless agreed to otherwise, the Parties must exchange written witness lists and names of their advocates no later than fourteen (14) calendar days prior to the scheduled date of the hearing. Upon request by the Union or Management the other Party will provide statements regarding the relevance of the witness(es).
- C. Disagreement between the Parties concerning the relevance of a witness or the reasonable number of relevant witnesses necessary for a hearing will be resolved by the Arbitrator prior to the hearing.
- D. For Employees who are determined by the Arbitrator to be a relevant witness and are scheduled to appear at an arbitration and who would normally not be in a duty status on the scheduled date of an

arbitration, within mission requirements Management will reschedule the Employees tour of duty so that the Employee will be in a pay status on the scheduled date of appearance.

- E. To facilitate the Grievant and any Employee scheduled to participate as a witness in the arbitration hearing Management will:
1. excuse the Employee from normal duty on Official Time to the extent necessary, to include travel, reasonable preparation time, witness seclusion, and testimony; and
 2. In accordance with the Federal Travel Regulations and in accordance with this Agreement Color Country District will pay for BLM employee witnesses as follows:
 - a. If an employee is aggrieved due to the receipt of a disciplinary action, the Agency will pay for the travel and per diem of the aggrieved employee and approved witnesses if they are not located within commuting area of the arbitration hearing location. Prior to the hearing, for the purpose of payment of travel and per diem, the arbitrator will determine who is approved to testify.
 - b. In arbitrations not based upon issued disciplinary actions, the Agency will pay for the travel and per diem of the aggrieved employee; and the Agency will pay travel and per diem for relevant witnesses not to exceed four (4) Union designated witnesses per arbitration. The arbitrator will determine the relevance of the witnesses prior to the hearing.
 - c. The Parties agree to strive to keep travel to a minimum including using other means of providing testimony, such as conference calls, video conferences, and written affidavits. The Agency and the Union agree to discuss the appropriateness of other methods for providing testimony.
 3. For witnesses that are not Employees of the BLM, travel expenses and professional fees shall be the responsibility of the calling party

ARTICLE 36: EQUAL EMPLOYMENT OPPORTUNITY (EEO)

SECTION 36.01 - EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- A. It is the policy of the Agency to provide all Employees a workplace free from unlawful discrimination and to value the differences each Employee brings from their culture. It is the responsibility of all Managers and Supervisors to ensure that all personnel actions, policies, practices, and the work environment are free from discrimination and harassment on the basis of race, color, religion, national origin, sex, age, disability, pregnancy, status as a parent, genetic information or sexual orientation.
- B. A copy of the Management Directive (MD) 715 Report and the contact information for the current BLM-UT EEO Counselor will be provided to the Union upon completion of the Agreement. Should the position change individuals, Management will provide any updated information.
- C. In accordance with 29 CFR 1614.301, an Employee may file a formal EEO complaint or a grievance on a matter of alleged employment discrimination, but not both.
- D. Employees who believe they have been discriminated against based on one or more prohibited bases, and decide to file an informal EEO complaint, they must contact the BLM-UT-EEO Office within forty-five (45) calendar days of when the Employee knew or became aware of the alleged violation or, in the case of a personnel action, within forty-five (45) calendar days of the effective date of the action. At the initial counseling session, EEO counselors must advise complainants of their right to elect participation in either ADR or traditional EEO counseling. If the complainant elects ADR, the pre-complaint (informal stage) processing period is extended from thirty (30) to ninety (90) calendar days in accordance with 370 DM 770 and 29 CFR 1614.105(f), see Article 33 (Workplace Conflicts and Alternative Dispute Resolution).
- E. A reasonable amount of official time will be authorized to Employees and/or representatives, who otherwise would be in a regular duty status, to participate in the EEO complaint process. Employees must request official time from their Supervisors in advance of its use. In deciding the approval of official time, the Supervisor may need to know the reason for the request to make an informed decision on how much time is reasonable.
- F. In accordance with 29 CFR 1614.605(a) an Employee shall have the right to be accompanied, represented, and advised by a representative of their choice. A representative may be disqualified by the Equal Employment Opportunity Commission (EEOC) or the Agency in accordance with 29 CFR 1614.605(c).
- G. In accordance with 29 CFR 1614.605(b), the Agency is not obligated to change work schedules, incur overtime wages, or pay travel expenses to facilitate the choice of a specific representative or to allow the complainant and representative to confer.
- H. The Agency shall make available to Employees written information describing the EEO complaint procedure to include the website address for the EEOC.

SECTION 36.02 - RELATIONSHIP OF THE UNION TO THE EEO PROCESS

- A. If as a result of an EEO settlement agreement the Agency exercises a Management reserved or elective right which results in a change of working conditions that impacts the Bargaining Unit and meets bargaining obligations as established by the Federal Service Labor-Management Relations Statute (the Statute), the Agency will give notice of the change to the Color Country District Union Chief Steward, or their designee, and upon request, fulfill its obligation to negotiate in accordance with this Agreement and the Statute.
- B. Once annually the BLM-UT EEO Office's representative and the Color Country District Union Chief Steward or designee will meet to discuss the Union's interests concerning the current EEO program for BLM-UT. This meeting will be held via conference call or VTC, unless mutually agreed to otherwise. The privacy of the complainant will be maintained.

ARTICLE 37: CONTACT AND COMMUNICATIONS WITH THE UNION AND MANAGEMENT

SECTION 37.01 - GENERAL

The Agency and the Union will use best efforts to respond to respective correspondence within ten (10) calendar days of receipt.

SECTION 37.02 - CONTACTING THE UNION

- A. When the Agency desires to contact the Union, they may do so by contacting the Color Country District Union Chief Steward, or designee. This contact may be by email, fax, written correspondence or telephone/voice mail.
- B. Employees should schedule an appointment with the Color Country District Union Chief Steward or designee via telephone or email.
- C. Supervisors and Managers may, and are encouraged to, directly contact Stewards as designated in writing by the Color Country District Union Chief Steward.
- D. When a Steward is identified on a Standard Grievance Record (SGR) Form the named Steward will be considered designated by the Color Country District Union Chief Steward, unless Management is informed otherwise by the Color Country District Union Chief Steward.
- E. If Management received communication from a Union Steward, that Steward will be considered designated by the Color Country District Union Chief Steward, unless Management is informed otherwise by the Color Country District Union Chief Steward. Management may respond to the email account from which communication is received.
- F. Management will provide all initial notifications (e.g. formal meetings, changes in working conditions, or a need for a Union Steward) to the Union's government provided email account. However, if the content contains personal information, could result in embarrassment to an Employee, or is time sensitive, the Color Country District Union Chief Steward may be contacted directly through their individual government email account or via phone.
- G. If it is necessary for Management to provide hard copy documents, they will be sent to the Color Country District Union Chief Steward or designee.
- H. If email is unavailable, Management will provide notification via phone, fax, or will be personally delivered, as appropriate.

SECTION 37.03 - CONTACTING MANAGEMENT

The Color Country District Manager, or designee, will be the point of contact for all issues. The Color Country District Manager will provide the Union the identity of their designee in writing. This contact may be by email, fax, written correspondence or telephone/voice mail.

ARTICLE 38: USE OF OFFICIAL TIME AND TRAVEL FOR THE UNION

SECTION 38.01 – RECOGNITION OF UNION REPRESENTATION

The Agency will recognize and therefore provide reasonable Official Time including Official Time for training in accordance with this Article to Color Country District Officers and Stewards of NFFE 2152 who are: 1) otherwise in a duty status; 2) properly designated by the Union President.

SECTION 38.02 – DESIGNATION OF UNION REPRESENTATIVES

- A. The Union retains its right to designate its representatives without interference. Officers or Stewards may perform representational functions, contract administration or other functions authorized elsewhere in this Agreement, without interference, restraint, reprisal or coercion.
- B. The effective use of Stewards and a reasonable distribution of their Union workload enhances a sound Labor-Management relationship and contributes to the efficiency of BLM operations.
- C. The Union Chief Steward will furnish Management with a listing of the authorized/designated Officers and Stewards indicating; names, telephone numbers, and division/duty location. The Union Chief Steward will designate primary contacts and alternate contacts for areas of responsibilities. If no Steward is designated by the Union Chief Steward to represent a specific field location, the Union Chief Steward will be the designee until they appoint a designee. The Union Chief Steward will consider geographical circumstances when assigning a representative.

SECTION 38.03 – USE OF OFFICIAL TIME

- A. The Agency agrees to allow Official Time as provided below to Employees and Union Officials who are otherwise in a duty status to accomplish the specified functions as set forth herein.
- B. Only one Union representative will be permitted to attend authorized functions on Official Time, except in extraordinary circumstances or unless more than one representative is authorized by specific provisions of this Agreement. The Agency may deny the Union's use of Official Time if the above criteria are not satisfied.
- C. Employees and Union officials will be released at the earliest opportunity consistent with workload requirements. If the Supervisor denies the Union's request for an Employee's Official Time or an Employee's request for Official Time in any part, the Supervisor will provide written justification for this denial on the above criteria. All time frames will be suspended and extended commensurate to the delay. This denial may be grieved in accordance with the Negotiated Grievance Procedures.
- D. If denial is due to workload considerations the Supervisor will schedule another time for release of the Employee.

SECTION 38.04 – FUNCTIONS FOR WHICH A REASONABLE AMOUNT OF OFFICIAL TIME IS AUTHORIZED

- A. Representatives will provide the Supervisors sufficient information to allow the Supervisors to understand the complexity and nature of the issues for which Official Time is requested.
- B. When work conditions are such that the Employee and/or Stewards may be excused from work, a reasonable amount of Official Time will be granted based on the complexity and nature of the representation for the following activities:
 - 1. investigate, prepare for and present Employee and Union grievances at any step of the Negotiated Grievance Procedure or associated Alternate Dispute Resolution Procedure, appeals and proposed disciplinary actions;
 - 2. prepare for and represent an Employee or the Union at an arbitration hearing;
 - 3. prepare for and appear as a witness at any step of a grievance;
 - 4. prepare for and appear as a witness at an arbitration hearing and appeals;
 - 5. prepare for and attend meetings scheduled by Management;

6. prepare for meetings scheduled with Management;
7. prepare for and meet and confer or consult with Management;
8. prepare for and represent the Union on the Color Country District Safety Committee, Space committees, and any joint labor management committees including HRDC;
9. prepare for and represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between Bargaining Unit Employees and Management;
10. prepare for and represent Employees and the Union at Statutory appeals;
11. prepare responses to Management initiated correspondences;
12. prepare for and attend Weingarten meetings to represent Employees;
13. participate in Management initiated verbal discussions, telephone conversations, and email responses;
14. prepare for and negotiate collective bargaining agreements, including preparing for and attending impasse proceedings;
15. as authorized by Statute, annually prepare reports (such as LM-4) required by Department of Labor (not to exceed 2 hours); and
16. allow for travel time between the State Office (SO), District Offices (DO), and Field Offices to accomplish any of the above when travel has been authorized by the Agency or this Agreement.

SECTION 38.05 – OFFICIAL TIME RELEASE PROCEDURE

- A. This is the procedure that must be used by a Union representative and Employees when requesting Official Time.
- B. When a Union representative or Employee desires to be released on Official Time, they will request in advance the use of Official Time from their Supervisor utilizing the QuickTime electronic system or equivalent electronic system.
- C. Supervisors will make reasonable efforts to accommodate such requests. Ordinary workload will not preclude release.
- D. If the Supervisor is absent, the Union representative/Employee will submit their request to another Management Official or designee.
- E. Official Time used will be tracked by correctly coding the time used in the electronic BLM time and attendance system.

SECTION 38.06 – ADDITIONAL OFFICIAL TIME

- A. In cases where a Union representative underestimates the Official Time required for a specific case/issue, or has not been allowed enough Official Time by Management, they may request additional Official Time in accordance with the procedures outlined in this Article.
- B. If the purpose for which Official Time is being requested is not listed above, they may request the Official Time by submitting a QuickTime (or equivalent electronic system) request to the Assistant District Manager for Support Services, or designee, who will make determinations on a case-by-case basis.

SECTION 38.07 – TRAINING FOR UNION REPRESENTATIVES

- A. The Parties agree that for the benefit of the Agency and all Parties involved it is best to have highly skilled, trained, and efficient Stewards.
- B. The Agency agrees that from the effective date of the Agreement to the end of the calendar year the Agreement is effective the Agency will provide forty (40) hours of Official Time for training for Union representatives to attend training at the William W. Winpisinger Training Center to include travel time.

For the first full calendar year following the effective date of the Agreement, the Agency agrees to provide 120 hours of Official Time to the Union for training for Union representatives to attend training at the William W. Winpisinger Training Center to include travel time.

For each calendar year after the first year, the Agency will provide annually up to forty (40) hours of Official Time for one Union representative to attend training at the William W. Winpisinger Training Center to include travel time. The Agency also agrees for each year subsequent to the first year, to provide up to forty (40) hours of training time, per calendar year, to be used as directed by the Union.

- C. The Union will submit request for Official Time for training to the Assistant District Manager for Support Services, or designee, at least fourteen (14) days prior to proposed release. Such requests must include information concerning the content and schedule of such training. Such requests must also include names and duty stations of Employees whose attendance is desired.
- D. Assistant District Manager for Support Services will provide a response to Official Time requests for training within seven (7) calendar days of the request, except in cases where the absence of an Employee or Employees would significantly interfere with the Agency's mission. When disapproval occurs, the reasons will be furnished to the Color Country District Union Chief Steward or their designee, in writing, at the time of the disapproval. Any denial or partial denial may be grieved.
- E. Official Time authorized under this Section will become available upon the approval date of this Agreement and each calendar year thereafter. Official Time authorization by this Section will not be carried over into the next calendar year, except for those hours that were denied because of conflict with the Agency's mission.
- F. Training provided by the Agency pursuant to mutual agreement of the Parties will not be counted against the agreed to entitlements found in this section.
- G. Within the first year of appointment:
 - 1. All newly appointed Stewards will be granted up to sixteen (16) hours of Official Time for basic training not counted against the annual Official Time block provided by Section 38.07(B) above. The Chief Steward or designee will also receive Official Time to train newly appointed Stewards. This time will not be deducted from the bank of Official Time for training.
 - 2. A newly appointed Steward may be mentored by a trained Steward and may attend grievance meetings and formal discussions along with the primary Union representative on Official Time. The Official Time used by the newly appointed Steward will be considered training time under this Section. Release procedures for Stewards participating in this procedure will be in accordance with Section 38.05.

SECTION 38.08 – TRAVEL CHARGE CARD USE BY THE UNION

- A. Both Parties are responsible for maintaining the reasonable expenditure of government travel and per diem funds for Union travel associated with representation of the bargaining unit. Union representatives have the right to request travel funds for use to perform representational duties. Such travel requests will not be unreasonably denied.
- B. The Union shall be responsible to pay for costs for travel associated with Union sponsored training.
- C. If available, Union Stewards may use a government owned vehicle (GOV) for representational travel.
- D. An Employee acting in the capacity of a Union representative will be subject to all BLM Employee limitations on the use of a government charge card.

ARTICLE 39: FACILITIES, EQUIPMENT AND SERVICES TO BE PROVIDED TO THE UNION

SECTION 39.01 – GENERAL

- A. The Parties understand that the BLM mission takes priority but agrees that the use of government space and equipment by the Union for representational purposes, for which Official Time has been granted, and that is not related to internal Union business or detrimental to Federal Employees, can facilitate effective Labor-Management relations.
- B. The Union is subject to all rules, laws, and regulations governing the use of government facilities and equipment.
- C. With the above understanding by the Parties, BLM-Color Country District facilities and services will be provided for the Union's use in accordance with this Article.

SECTION 39.02 – UNION MEETING FACILITIES

- A. The Agency agrees that where there are conference room facilities, those conference rooms shall be made available for Union meetings before or after duty hours or during lunch periods if such space is not already committed.
- B. The Union agrees to give sufficient advance notice to ensure no disruption to the normal mode of business.
- C. The Union will ensure the proper use and care of conference room facilities during their use.
- D. Use of Government facilities during off-duty hours may be denied when Management has made a valid determination that additional abnormal expenses will be incurred from such use, e.g., heating or air-conditioning costs.
- E. The Agency will make reasonable efforts to provide private space, as available, for confidential discussions between Bargaining Unit member(s) and designated Union representative(s) when held in accordance with the terms of this Agreement. If a delay in scheduling private space will affect the Union's ability to meet a contractual time limit, the time limits will be suspended and extended equal to the delay.

SECTION 39.03 – UNION'S USE OF AGENCY'S ELECTRONIC COMMUNICATION SYSTEMS

- A. The Agency will allow the use of the phone/voicemail, email, VTC and other electronic devices used by Management to perform representational activities when Official Time has been granted.
- B. The Union's phone or voicemail number may be used by Employees for contacting a Union representative concerning issues of representation.
- C. The NFFE2152Utah@blm.gov email address will be created and maintained.
- D. It is understood by the Parties to this Agreement that the use of government equipment or services provided by the Agency for the Union's use does not restrict the Agency's internal security practices concerning the use of this equipment or services.
- E. The Agency will not read Union email to/from Union representatives without just cause. In other words, Agency access to Union email will be consistent with and in compliance with existing law and regulation.

SECTION 39.04 – OFFICE SPACE AND FURNISHINGS

- A. The Agency will provide the Color Country District Union Chief Steward with dedicated Union office space comparable in size and design to employees in the workplace. Any facility provided will

be maintained by the Agency in good repair, appropriate for office use by BLM Employees and to reflect favorably on the BLM.

The Union will be notified if there is to be a change in office space at the facility where the Chief Steward is assigned and to discuss providing new office space comparable in size and design to employees in the workspace. If there is a change in Chief Steward, who is located at a different facility than the prior Chief Steward, the Union will notify the Agency to discuss providing office space comparable in size and design to employees where the new Chief Steward is assigned. If no agreement is reached the Union reserves the right to bargain over the change in office space or new office space for a new Chief Steward. During the period of the discussion and for negotiations, the Agency, to the maximum extent possible, will maintain the Union's current office space configuration. This does not prevent the Union from seeking retroactive relief for any changes made prior to the completion of bargaining.

- B. The dedicated Union space will be appropriately furnished with such furniture as desks, tables, filing cabinets, and chairs comparable to employees in the workplace.
- C. During negotiations, the Agency will provide the Union with caucus/meeting space as needed. When it is possible for the space to be locked, key(s) will be provided to the Union.
- D. Union officials will be provided reasonable official duty time to move the contents when the office changes locations due to a change of Color Country District Union Chief Steward or change in duty location of the Color Country District Union Chief Steward, to a new location identified in 39.04(A) above. The Agency will make a shredder available for the Union's use during this move.
- E. The Color Country District Union Chief Steward or designated Stewards will have access to the following equipment: One phone w/speaker and long distance capability, a computer with internet access and future operating system upgrades, a printer, and a fax.
- F. Union Stewards or bargaining unit Employees identified by the Union as a representative on labor/management committees, if requested, will be provided at least a two drawer file cabinet of lockable storage space for Union documents.

SECTION 39.05 – UNION USE OF MAIL SERVICES

- A. The Agency's internal mail system (blue envelope) may be used by the Union for communicating with the Agency officials and when conducting representational duties such as representing Employees on grievances and disciplinary actions.
- B. Consistent with postal regulations, the Union shall have use of the Agency's franked envelopes limited to labor relations (LR) representational matters not including matters relating to internal Union business.
- C. At each BLM-Color Country District office location having a Union Officer or designated Steward, a Union mailbox, if requested, will be provided.

SECTION 39.06 – BULLETIN BOARD SPACE

At each office location, bulletin board space in a central location, a minimum of two (2) feet by three (3) feet, will be made available for use by the Union. This bulletin board space shall be the exclusive area for posting Union material. The Agency will refrain from posting Agency notices to the Employees in the area provided.

SECTION 39.07 – OTHER GOVERNMENT EQUIPMENT

When Official Time is authorized by this Agreement for representational purposes; printers, copy machine, fax machine, and other machines will be made available for use by BLM-Color Country District Employee Union representatives.

ARTICLE 40: VOLUNTARY ALLOTMENTS (UNION DUES)

SECTION 40.01 - GENERAL

- A. Bargaining unit Employees may authorize payroll deductions of dues by voluntarily executing Standard Form (SF)-1187, Request for Payroll Deductions for Labor Organization Dues, and submitting it to the designated NFFE representative.
- B. It will be the Employee's responsibility to submit the SF-1187 to the Union, who will then submit the form to UTSO-HR. If UTSO-HR receives a form not signed by the Union, it will be forwarded to the Union for proper processing.
- C. It will be the responsibility of the Union to notify the servicing payroll office and UTSO-HR, in writing, of any changes in the amount of the dues withholding.

SECTION 40.02 - CANCELLATION OF ALLOTMENT

- A. Employees who have voluntarily authorized Union dues withholding may cancel payroll deductions by completing Standard Form (SF)-1188, Cancellation of Payroll Deductions for Labor Organization Dues, and submitting it to the Union or the UTSO HR, provided the Employee has been a member for at least one year and the SF-1188 has been submitted within thirty (30) calendar days (before or after) of the Employee's anniversary date of joining the Union.
- B. The UTSO-HR will provide the Union with a copy of the Employee's SF-1188 and the effective date of the cancellation.
- C. Requests for revocation of Union dues allotments which are not filed in a timely manner shall be returned to the Employee with an explanation of the reason for the rejection by UTSO-HR.

SECTION 40.03 - CRITERIA FOR NON-ELIGIBILITY

- A. A dues-paying member of the Union who is in the Bargaining Unit will cease to be eligible for dues withholding under this Article if any of the following situations arise:
 - 1. loss by the Union of recognition as exclusive representative;
 - 2. reassignment, promotion, or any other personnel action that removes the Employee from the Bargaining Unit; or
 - 3. separation of the Employee from active Federal employment for any reason.
- B. When an Employee's dues are stopped due to a temporary detail assignment that removes the Employee from the bargaining unit, the Employee's dues deductions will automatically resume when the detail is over.

SECTION 40.04 - EFFECTIVE DATES FOR DUES WITHHOLDING ACTIONS

- A. **Starting dues withholding:** Beginning of first pay period after date of receipt of properly executed SF-1187 by the UTSO HR.
- B. **Revocation of dues by Employee:** Provided the SF-1188 is received by the UTSO-HR in accordance with the above, beginning the first full pay period following the Employee's dues deduction anniversary date.
- C. **Termination due to loss of membership in good standing:** Beginning of first pay period after date of receipt by the UTSO-HR of notification from the Union President.
- D. **Termination due to loss of exclusive recognition on which allotment is based, or termination by an appropriate authority outside the BLM-UT:** Beginning of first pay period following loss of recognition.
- E. **Termination due to separation or movement outside unit of recognition:**
 - 1. If action is effective the first day of a pay period, termination of allotment will be at the end of the preceding pay period.

2. If action is effective on any day other than the first day of a pay period, termination of allotment will automatically be at the end of the pay period.
- F. **Termination due to Employee's non-eligibility for dues withholding:** Beginning of first pay period after date of receipt of notification in the UTSO-HR (see Section 40.03 above).

SECTION 40.05 - INSUFFICIENT FUNDS

Union dues will not be withheld when an Employee's net salary for any pay period is insufficient to cover the dues, after other legal and required deductions have been made. The allotment will start again when funds become sufficient.

SECTION 40.06 - TEMPORARY EMPLOYEES

Payroll deductions will be authorized for all temporary Employees who are members of the Bargaining Unit for the tour of duty period assigned.

SECTION 40.07 - CAREER SEASONAL

Career seasonal Employees for whom dues were withheld at the end of the previous season will have dues withholding reinstated by the HRO when they return to pay status.

SECTION 40.08 - REPORTING REQUIREMENTS

The UTSO-HR shall provide to the Union or designee a list of current dues paying members and dues amounts withheld upon request, but no more than once per month.

ARTICLE 41: MID-TERM NEGOTIATIONS

SECTION 41.01 - GENERAL

- A. The Parties to this Agreement have the responsibility to conduct negotiations and bargain in good faith to reach agreement consistent with Federal law, or any government-wide rule or regulation.
- B. Unless mutually agreed to, it is not the intent of the Parties to use mid-term bargaining to append the Articles or Supplements of this Agreement. The Parties do not intend to renegotiate the Articles and provisions which have already been negotiated in this Agreement.
- C. Nothing in this Agreement shall be construed as either Party waiving any of its Statutory rights.

SECTION 41.02 - PROCEDURES FOR MID-TERM BARGAINING

- A. Prior to implementing a change to the working conditions of the bargaining unit, the Agency will provide advanced notification to the Union, except in emergencies or other uncontrollable conditions. The Agency retains its right to take whatever actions may be necessary to carry out the Agency mission during emergencies. However, the Agency will negotiate in accordance with the Statute when a change occurs as a result of an emergency. This notification shall not be interpreted to mean the Agency agrees that the changes are more than de minimis or negotiable.
- B. After receipt of the Agency's notification that a change is to occur, the Union may request a clarification meeting, which must take place within the ten (10) day period from the date of notice. If the Parties cannot mutually agree on a date within the ten (10) day period, this period may be extended for up to an additional five (5) calendar days.
- C. Within eleven (11) calendar days of the clarification meeting, if held, the Union will submit a request to bargain with written proposals or counter proposals.
- D. If any requirements of this section take place on a non-workday they will be due on the next regularly scheduled workday.
- E. If a clarification meeting is not requested by the Union after receipt of the Agency's notification, the Union has up to twenty-one (21) calendar days from the date of the Agency's notification to request mid-term negotiations on the matter by submitting written proposals or counter proposals.
- F. When the Union submits an information request in accordance with the Federal Service Labor-Management Relations Statute, the clock associated with this Article will be held in abeyance on the day the information request was submitted; and will resume the day after a response by the Agency is electronically sent, faxed, or in the case of mail the date it is delivered.
- G. When the Union timely submits proposals, the Agency shall delay the implementation of the proposed change until such time as the Parties reach agreement on all negotiable proposals connected with the change, unless an emergency or overriding exigent circumstance requires the Agency to implement the change prior to agreement.
- H. Upon receipt of Union proposals, the Agency will strive to respond within ten (10) calendar days.
- I. Names of the members on the negotiating team will be exchanged in writing by both Parties before negotiations start. During negotiations the Union will be authorized equal numbers to the Agency's negotiating team. Unless mutually agreed to otherwise, the negotiating team for the Union will consist of no less than two (2) members.
- J. After reaching agreement on all negotiable proposals a Memorandum of Agreement (MOA) will be prepared by the Agency, and signed by the authorized Agency Official and Union representatives. The Agency will provide copies of the MOA to proper Agency officials, the Union, and the MOA will be posted on the BLM-Color Country District internal website.
- K. If the Union fails to meet a timeframe contained in this Article about Mid-Term bargaining, the Agency may implement the change without further notification or communication to the Union.

SECTION 41.03 - UNION MAY INITIATE PROPOSALS

- A. The Union may initiate proposals on issues not covered by this Agreement or Memorandum of Agreement (MOA) by submitting them to the Color Country District Manager or designee.
- B. The Agency will respond to Union initiated proposal(s) within ten (10) calendar days. There shall be no implied consent/agreement or implementation of any Union proposal in the absence of the Agency's response.

SECTION 41.04 - NEGOTIATION IMPASSE

- A. If agreement is not reached the Parties may seek the services of the Federal Mediation and Conciliation Services (FMCS).
- B. If mediation does not result in an agreement, either Party may seek the services of the Federal Service Impasses Panel (FSIP).

SECTION 41.05 - NEGOTIABILITY QUESTION

When the Agency or the Union believes a proposal is non-negotiable, it will provide the other Party with written rationale. The Union has the right to appeal to the Federal Labor Relations Authority (FLRA).

SECTION 41.06 - VOLUNTARY SURVEYS

When the Agency becomes aware that bargaining unit Employees will be surveyed concerning conditions of work, the Agency will notify the Union that a survey will take place. The Agency will, in accordance with the Statute, appropriately negotiate the survey with the Union.

SECTION 41.07 - PAST PRACTICE

The Agency and the Union agree that previous past practices that are conditions of employment and which are contrary to or within the terms and scope of the Articles of this Agreement are superseded by this Agreement.

ARTICLE 42: PUBLICATION OF THE CONTRACT

SECTION 42.01 - TRAINING ON THE CONTRACT

Within ninety (90) days of final approval:

- A. The Union may use up to sixteen (16) hours official time for two representatives to develop and prepare presentations to give to the bargaining unit as well as Union officials and stewards regarding the procedures and responsibilities for operating under this Agreement.
- B. The Union will be provided with up to ten (10) hours of official time for the “trainer” to provide this training. Travel to and from each training location will be provided as official time but not reducing the ten (10) hours of training. The trainer may use a Government vehicle if available. For travel to Hanksville, government housing and per diem will be provided, if needed.
- C. Bargaining Unit Employees, without incurring overnight travel expenses from their duty station, will be given two (2) hours of official time to meet with a Union representative for training on this CBA.
- D. In support of this training the Union will be provided authorization to schedule five (5) separate two (2) hour training sessions, one for each office in the district. The Color Country District office will be included in one of those sessions. When practical, training will be delivered face to face. Training can also be provided using other formats that allow for interactive dialog. Any Employee who could not attend the training will be given the opportunity to attend the training electronically, if enough lines are available, or workload permitting, by traveling to another office at another time.
- E. Facilities for the Union initiated training will be provided in accordance with Article 39 (Facilities, Equipment and Services to be Provided to the Union) of this Agreement.

SECTION 42.02 - PUBLICATION AND COPIES OF THIS AGREEMENT

- A. The Union will be provided thirty (30) days from the date received to review the final electronic copy of the agreement prior to it going to the printer.
- B. Management will provide, at no cost to the Union, a hard copy of the final CBA to each employee. Each employee will then be trained on the agreement. Management will post a copy of the new CBA on BLM Utah’s intranet page. All new employees will receive a printed copy and training on the CBA. Management will also provide an additional ten (10) copies to the Union.
- C. Management will provide the Union with an electronic copy of the final Agreement in both PDF and Microsoft Word format. The official copy will be in PDF format, with original signatures.
- D. On the internal website (intranet) Management agrees to prepare and post within thirty (30) days of the final agreement a Portable Document File (PDF) version of this Agreement.
- E. Management will provide a link to the electronic copy of this Agreement to any Employee upon request.
- F. Management agrees to prepare and post on the internal website PDF versions of all amendments to this Agreement and/or midterm Agreements resulting in a change to this Agreement.

SECTION 42.03 - UNION DISTRIBUTION OF CBA

The Union will be allowed to provide copies of this Agreement to Bargaining Unit Employees during new Employee orientation or by blue envelope (Agency Mail) when requested by Employees.

ARTICLE 43: DURATION OF THE AGREEMENT

SECTION 43.01 - EFFECTIVE DATE AND DURATION

- A. The effective date of this Agreement or Amendments to this Agreement shall be the date of approval by the Office of the Secretary, Department of Interior (DOI). An Agreement or Amendment which has not been approved or disapproved within thirty (30) calendar days of the date of its execution shall go into effect on the thirty-first (31st) calendar day without the required approval of the DOI and shall be binding on the Parties subject to the provisions of law.
- B. This Agreement shall remain in effect for three (3) years from the date of execution by the Parties.

SECTION 43.02 - AMENDMENTS AND SUPPLEMENTS

- A. This Agreement may be amended after the enactment of new law or policy, which directly affects the provisions of this Agreement, or by mutual consent. The Parties agree that the Agreement may be reopened upon issuance of new government-wide rule or regulations that directly affect the provisions of this Agreement.
- B. A request by either Party to negotiate Amendments to this Agreement shall be in writing and shall indicate the Article(s) to be amended. The Parties must mutually agree to amend the Agreement. When a proposed amendment is mutually agreed to be negotiated, representatives of the Parties shall meet to negotiate the requested Amendment(s) as soon as agreeable. Discussion shall be limited to the item(s) in question. Any agreement reached as a result of such negotiations shall be signed by the Parties in the same manner as this Agreement, and is subject to the approval of the Office of the Secretary, DOI.
- C. Any Memorandum of Agreement (MOA) or amendments to this Agreement shall become effective on the date they are approved by DOI, or if DOI does not approve or disapprove the agreement within the Statutory thirty (30) day period, the agreement shall then take effect. They shall remain effective concurrent with this Agreement.

SECTION 43.03 - RENEWAL

This Agreement shall be automatically renewed for equivalent three-year periods, subject to applicable law and regulation, unless either party gives written notice to the other party of its intention to change this Agreement. Such notice must be given and received not more than one hundred five (105) nor less than sixty (60) calendar days prior to the expiration date of this Agreement (i.e. 3 years from the execution date of this Agreement).

SECTION 43.04 - GROUND RULES FOR NEW AGREEMENT

The Parties shall exchange ground rule proposals no later than forty-five (45) calendar days after receipt or submission of a request to bargain.

SECTION 43.05 - PROCEDURES FOR CONTRACT NEGOTIATIONS AT EXPIRATION OF CBA

- A. The ground rules for term contract negotiations will be negotiated at least thirty (30) calendar days before the actual negotiations begin. Negotiations for ground rules will be on official time.
- B. During ground rules negotiations, the Union's negotiating team will consist of at least two (2) members. The Union will be authorized equal numbers to the Agency's team.
- C. Names of the members on the negotiating teams will be exchanged formally in writing by the Parties as soon as known before negotiations start.

ARTICLE 44: NEW MOTHERS IN THE WORKPLACE

SECTION 44.01 – PREGNANCY AND LACTATING MOTHERS

The Agency and Union support the individual employee's personal decisions regarding pregnancy and lactation. By furthering the health and well-being of the employee and their child, the Agency can recruit and maintain productive employees.

- A. Pregnancy is defined as a temporary Disability by the Pregnancy Discrimination Act, and the Americans with Disabilities Act. As such, the Agency agrees that pregnant women who are able to work must be permitted to work on the same conditions as other employees and when they're not able to work for medical reasons they must be accorded the same rights, leave privileges, access to Family Medical Leave, access to telework, access to reasonable accommodations, and temporary change in duties, according to the same rules applying to other employees facing medical conditions. It is understood that telework is not a substitute for dependent care, and must be in accordance with Article 6 (Telework) of this Agreement.
- B. For the purposes of supporting ongoing lactation and the nursing mother: The Agency will provide reasonable break time for the purpose of lactation for their nursing child for up to one (1) year after the child's birth as frequently as needed by the lactating mother. Breaks may include various workforce flexibilities, including flexible work schedules, LWOP, or other appropriate leave.
 - 1. For lactating mothers who do not have private offices or prefer not to use their offices for lactating or expressing milk, the Agency will provide a place shielded from view and free from intrusion from coworkers and the public. The space does not have to be solely set aside for lactation. Lactating mothers may also use available conference rooms that meet their individual needs. The space will meet the following criteria:
 - a. The rooms will have a means to lock the space from the inside.
 - b. A reservation system will be in use for the space.
 - c. A small utility sink in or nearby the space or room with available antibacterial soap and paper towels, for washing and sanitation.
 - d. A small microwave in or nearby to clean and sterilize nonmetallic microwavable equipment.
 - e. Upon request, Field Offices will be provided with one frost-free cube refrigerator for lactating mothers (or other staff members with a specific need for temperature controlled medication storage).
 - f. A comfortable chair and cabinet/desk to place equipment.
 - g. Internet access/phone (with hands free capabilities) for lactating mothers to multitask; that is, pump and work at the same time.
 - h. Signage stating that "This room is reserved for lactating mothers".
 - i. If there is a designated privacy room, the needs of lactating mothers will have priority. The Agency will notify employees when it has a designated privacy room for use by lactating mothers.

ARTICLE 45: WORKPLACE BULLYING

SECTION 45.01 – PURPOSE AND DEFINITION

Both the Union and Color Country District agree that workplace bullying undermines the Agency mission and causes undo harm to the working environment and will not be tolerated.

- A. Workplace bullying is repeated abusive behavior that is threatening, humiliating, or intimidating. It may be direct or indirect, whether verbal, physical, or otherwise, by one or more persons against another or others, at the place of work and/or in the course of employment.
- B. All Agency employees are expected to refrain from workplace bullying and adhere to a standard of conduct that is respectful and courteous to others.
- C. Where appropriate, the affected employee should speak to the alleged bully or bullies to object to the behavior. Each employee is responsible for reporting any incidents to their supervisor or any other Management official.
- D. Upon receipt of a report of workplace bullying, Management will initiate an inquiry, address any inappropriate conduct, assist the affected employee, and act to prevent any retaliation by the bully or bullies. Management will not retaliate against any employee for reporting workplace bullying.

SECTION 45.02 – DESCRIPTION OF EXAMPLES

Examples of bullying could include: slandering, ridiculing or maligning a person or their family; persistent name calling that is hurtful, insulting, or humiliating; using a person as a butt of jokes; abusive and offensive remarks; socially or physically excluding or disregarding a person in work-related activities; sabotage or deliberate interference which prevents work from getting done; or manipulating the work environment.

SECTION 45.03 – DESCRIPTION OF ASSISTANCE

Examples of assistance that may be offered by Management and/or requested by the affected employee may include: referrals to EAP; offers of ADR; a cooling off period; temporary work assignments, telework, or assignment to alternate work locations. Management and the affected employee should work together to identify the appropriate assistance for the situation.

ARTICLE 46: LABOR-MANAGEMENT COMMITTEE (LMC)

SECTION 46.01 – GENERAL

- A. Federal Employees and their Union representatives are an essential source of front-line ideas and information about the realities of delivering Government services to the American people. The Labor Management Committee (LMC) will be a non-adversarial group for Managers and Union Representatives to discuss the ways of improving productivity, effectiveness, Employee morale, working conditions, and the quality of work life.
- B. The Parties have agreed to the formation of the LMC. The LMC will be conducted in accordance with this Article.

SECTION 46.02 – PURPOSE

The purpose of the LMC is to provide recommendations to the Color Country District Manager or designee that will benefit the Employees of the CCD; promote the efficiency of the Agency; improve services to the American public; and strengthen the Labor-Management relationship.

SECTION 46.03 – COMMITTEE SPECIFICS

- A. The Committee will consist of a total of up to six (6) members, with equal numbers of Management and Union representatives, with each designating a co-chair.
- B. The co-chairs of the committee will establish meeting dates and times and the agenda for the meetings.
- C. The LMC will meet on a mutually agreed upon schedule, but normally quarterly, via telephone or video conference.
- D. The LMC will post minutes and decisions of all meetings on an internal SharePoint website for all Employees to view.
- E. Management and Employees are encouraged to provide input to their respective Committee members concerning general topics.

SECTION 46.04 – OFFICIAL TIME

For official time see Article 38 (Use of Official Time and Travel for the Union).

APPENDIX A: GLOSSARY

ACCRETION OF DUTIES: A non-competitive promotion of an Employee to a higher grade resulting from the reclassification of the Employee's position description because of the addition of substantive new and higher-graded duties and responsibilities. (5 CFR 335.103(c)(3)(ii))

ADVERSE ACTION: a suspension for more than fourteen (14) days, a non-voluntary reduction in grade/pay, a removal, or furlough of thirty (30) days or less (5 CFR 752).

ALLOTMENT: Authorization by the Employee for Management to withhold Union membership dues from the Employee's wages and transmit those funds directly to the appropriate Union.

ALTERNATIVE DISPUTE RESOLUTION (ADR): Any method of resolving disputes other than the negotiated grievance procedure (NGP) or arbitration.

AMENDMENT: An agreement between NFFE-2152 and BLM-Color Country District (CCD) which appends, modifies, or changes this collective bargaining agreement (CBA).

ARBITRATION: The final step in the negotiated grievance procedure (NGP), where a hearing is held in front of an impartial third party who issues a decision which is usually final and binding.

BARGAINING UNIT (BU): A group of Employees that the Federal Labor Relations Authority (FLRA) has found appropriate for representation by an exclusive representative (Union) (*See Unit Designation & 5 U.S.C. 7112*).

COLLECTIVE BARGAINING AGREEMENT (CBA): This agreement entered into between BLM-Color Country District (CCD) and NFFE-2152 as a result of bargaining in accordance with the Federal Service Labor- Management Relations Statute (the Statute).

CONDITIONS OF EMPLOYMENT: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices and matters: relating to political activities prohibited under Subchapter III of Chapter 73 of 5 U.S.C.; relating to the classification of any position; or, to the extent such matters are specifically provided for by Federal Statute. (*See 5 U.S.C. 7103(a)(14)*)

DAYS: All references to days are in calendar days unless otherwise stated. Unless otherwise stated, when calculating time limits, the day the Employee knew or should have known of the alleged violation, action, proposal, or matter at issue is not counted. A day starts at 00:01 and ends at 23:59.

DESIGNATED UNION REPRESENTATIVE: An individual designated by the Union President to represent the Bargaining Unit (BU).

ELECTRONIC OFFICIAL PERSONNEL FILE (eOPF): An Employee's official personnel records, maintained by the BLM-Utah HR.

EMPLOYEE(S): The term “Employee” references an Employee of BLM-Color Country District (CCD) who is within the Bargaining Unit (*See Unit Designation*).

EXCLUSIVE REPRESENTATIVE(S): The National Federation of Federal Employees (NFFE), Local 2152 (*See Unit Designation*).

FAIR LABOR STANDARDS ACT (FLSA): The Fair Labor Standards Act of 1938, as amended (U.S.C, Title 29, Sections 201-219). FLSA provides minimum wage standards and overtime entitlements. In addition, the FLSA exempts specified Employees (exempt Employees) or groups of Employees from the application of certain provisions.

FEDERAL LABOR RELATIONS AUTHORITY (FLRA): An independent Federal Agency established by The Federal Service Labor-Management Relations Statute (the Statute), (Title 5 U.S.C. Chapter 71), under which is endowed with the responsibility of making unit determinations, decisions on unfair labor practice complaints, negotiability determinations, and exceptions to an arbitrator’s award.

FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS): An independent Federal Agency which provides mediators; lists arbitrators on request; and engages in various types of mediation.

FEDERAL SERVICE IMPASSES PANEL (FSIP): Entity within the FLRA, which resolves bargaining impasses. The Panel may recommend procedures, including arbitration, for the settling of impasses or it may direct settlement of the impasse itself.

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE (STATUTE): 5 U.S.C. Ch. 71, *The Federal Service Labor-Management Relations Statute*.

FIRE SEASON: That period of the year with the greatest potential for multiple or large wildfires. Traditionally, fire season is from mid-April to mid-October.

FORMAL DISCUSSION: In accordance with 5 U.S.C. 7114(a)(2)(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 practice or other general condition of employment”.

GOVERNMENT PROVIDED HOUSING (GPH): Housing units owned or leased by the government which is used by the Employee to whom the government serves as landlord, i.e: bunkhouse/dormitory; barracks; quarters; mobile home; modular housing; travel trailer; and tents.

GRIEVANCE: A grievance means any complaint: 1) by any Employee concerning any matter relating to the employment of the Employee; 2) by any labor organization concerning any matter related to the employment of any Employee; or 3) by any Employee, labor organization or Agency concerning: a) the effect or interpretation, or claim of breach, of a collective bargaining agreement; or b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. (See 5 U.S.C. 7103(a)(9))

INDIVIDUAL DEVELOPMENT PLAN (IDP): A partnership between the Employee and Rating Official in personal development. It is a guide to help individuals to reach career goals within the context of organizational objectives. It provides the systematic steps to improve and to build on strengths as individuals improve job performance and pursue career goals.

IMPACT AND IMPLEMENTATION (I&I) BARGAINING: Bargaining over the procedures Management will employ when exercising a Retained Right, and the appropriate arrangements that will be provided in order to limit the adverse impact to the bargaining unit Employees (BUE).

MANAGEMENT: An individual employed by the Agency or DOI in a position for which the duties and responsibility require the authorization to formulate, determine, or influence Agency policies (i.e.: Officers, Managers, Supervisor).

MANAGEMENT REPRESENTATIVE: An individual designated by the appropriate authority of BLM or DOI to represent Management.

MEDIATION: A procedure by which an impartial third party is used to facilitate resolution of a dispute or conflict.

MEDIATOR: A third party from the Federal Mediation and Conciliation Services (FMCS) or another source which assists in mediation.

MID-TERM NEGOTIATIONS: All bargaining that takes place during the life of this CBA that is initiated by representatives of the Employer or Union on issues not covered by this Agreement.

NEGOTIATED GRIEVANCE PROCEDURE (NGP): The procedure that the Agency and Union have agreed to use to resolve disputes.

NEGOTIATIONS: The process of exchanging proposals and counter –proposals, deliberation, discussion or conference until an agreement is reached by the Parties concerning a condition of employment.

OFFICIAL TIME: Duty time that is granted to perform designated functions without loss of pay or charge to an Employees leave account.

PARTIES: Management and the Union. (*See Preamble*)

PERFORMANCE IMPROVEMENT PLAN (PIP): A written plan providing guidance and assistance for Employees who fail to meet performance responsibilities/objectives.

RATING OFFICIAL: The individual responsible for working with an Employee to determine critical elements and identify performance standards.

REDUCTION IN FORCE (RIF): A separation of an Employee from their competitive level, required by the Agency because of lack of work or funds, abolishment of position or Agency, or cuts in personnel authorization (5 U.S.C. Ch. 35, Subchapter I and 5 C.F.R Part 351).

STEWARD: Representative appointed by the Union to act on its behalf.

SUPERVISOR: An individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove Employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "Supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority. (See 5 U.S.C. 7103(a)(10) and Management definition above)

TEMPORARY DUTY STATION (TDY): Any official temporary travel that is farther than fifty (50) miles from both the employee's permanent duty station and commuting residence and that has a duration of at least twelve (12) hours.

TEMPORARY EMPLOYEE: Employees serving under a time limited appointment including Term Employees.

UNFAIR LABOR PRACTICE (ULP): Actions on the part of the Employer or the Union which violate the Federal Service Labor Management Statute.

UNION: National Federation of Federal Employees, Local 2152. (*See Unit Designation*)

UNION OFFICIAL: Union representative who is elected or appointed to conduct the administrative operations of the Union.

UNION REPRESENTATIVE: Any National Union Representative, Official, or Steward.

WEINGARTEN MEETING: An investigatory meeting which may lead to disciplinary in which the Employee has invoked his (Weingarten Right). This does not include meetings for the purpose of discussing performance, or issuing work assignments, issuing counseling, or issuing disciplinary actions.

WEINGARTEN RIGHT: The right of an Employee to have Union representation, upon request, in connection with an investigation, when that Employee reasonably believes that the investigation may result in disciplinary action being taken against them. (See inside the front cover of the CBA).

WORKSITE: The area authorized by Management where the Employee performs officially assigned duties.



APPENDIX B: ACRONYM LIST

ADR	Alternative Dispute Resolution
AWOL	Absent Without Leave
AWS	Alternative Work Schedule
BLM	Bureau of Land Management
BLM-CCD	Bureau of Land Management, Color Country District
BLM-UT	Bureau of Land Management, Utah
BU	Bargaining Unit
BUE	Bargaining Unit Employee
CBA	Collective Bargaining Agreement
CFR	Code of Federal Regulations
Comp Time	Compensatory Time Off
DO	District Office
DOL	U.S. Department of Labor
EEO	Equal Employment Opportunity (Office)
EEOC	Equal Employment Opportunity Commission
eOPF	Electronic Official Personnel Folder
EPAP	Employee Performance Appraisal Plan
FECA	Federal Employees Compensation Act
FLRA	Federal Labor Relations Authority
FLSA	Fair Labor Standards Act
FMCS	Federal Mediation and Conciliation Service
FMLA	Family and Medical Leave Act
FO	Field Office
FSIP	Federal Services Impasses Panel
FTR	Federal Travel Regulations
GPH	Government Provided Housing
GQ	Government Quarters
HR	Human Resources
HRO	Human Resources Office
IAMAW	International Association of Machinists and Aerospace Workers
IDP	Individual Development Plan
LE	Law Enforcement
LEO	Law Enforcement Officer
LR	Labor Relations
LWOP	Leave Without Pay
MOA	Memorandum of Agreement
MSPB	Merit Systems Protection Board
NFFE	National Federation of Federal Employees
OMB	U.S. Office of Management and Budget
OPM	U.S. Office of Personnel Management
OSHA	Occupational Safety and Health Administration

CBA between BLM Color Country District and NFFE

OWCP	Office of Workers' Compensation Program
PD	Position Description
PIP	Performance Improvement Plan
RIF	Reduction In Force
RQ	Rental Quarters
SO	State Office
ULP	Unfair Labor Practice
USC	United States Code (Law)
USDI/DOI	United States Department of the Interior
UTSO	BLM Utah State Office
WGI/WIGI	Within-Grade Increase

APPENDIX C: STANDARD GRIEVANCE RECORD (SGR) FORM

	<p>Bureau of Land Management - NFFE Local 2152</p> <p>STEP 1</p> <p>Standard Grievance Record</p> <p>Type of Grievance: Employee <input type="checkbox"/>; Group <input type="checkbox"/></p>									
<p>PART I STEP 1 GRIEVANCE INITIATION</p> <p><i>To be completed by Employee to file at Step 1. This must be presented to the Employee's Supervisor within 21 calendar days of when the Employee knew or should have known of the alleged violation. (see Article 34, § 06).</i></p>										
<p>I request Union representation: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Union Steward (assigned by Union President):</p>		<p>FOR AGENCY USE ONLY</p> <p>GRIEVANCE #: _____</p> <p>DATE FILED: _____</p>								
<p>Employee's Name:</p> <p><i>My signature certifies my authorization to release data, information, and any other documents covered by the Privacy Act that are pertinent to this grievance and may be released to the Union.</i></p>										
<p>Employee's Signature: _____</p>		<p>Date: _____</p>								
<p>Identification of general nature of grievance:</p>										
<p>Name of Employee's Immediate Supervisor/Management Official:</p>										
<p>THIS IS TO CERTIFY THE STEP 1 GRIEVANCE WAS RECEIVED.</p> <p><i>Your signature does not mean you agree with the allegations.</i></p> <p>Signature of Supervisor: _____ Date Received: _____</p>										
<p>PART 2 RECORD OF STEP 1 GRIEVANCE & REQUESTED REMEDY</p> <p><i>This part is to be completed by the Union Representative and/or Employee before or at the Step 1 Meeting. Briefly describe the incident causing the grievance (include date, time, and place, Articles or Sections of Labor Agreement/local Supplement/Regulation or Law alleged to have been violated) as well as the Requested Remedy. (Use a separate sheet of paper and reference the attached documentation as "Step 1 – Part 2").</i></p> <p style="text-align: center;">See Attached "Step 1 – Part 2"</p>										
<p>THIS IS TO CERTIFY THE STEP 1 GRIEVANCE PART 2 WAS RECEIVED.</p> <p><i>Your signature does not mean you agree with the allegations.</i></p> <p>Signature of Supervisor: _____ Date Received: _____</p>										
<p>PART 3 REQUEST FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Signature of Grievant: _____</td> <td style="width: 50%;">Date: _____</td> </tr> <tr> <td>Union Representative: _____</td> <td>Date: _____</td> </tr> <tr> <td>Employer Designee: _____</td> <td>Date: _____</td> </tr> <tr> <td>ADR Undertaken? Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td>Date of ADR: _____ Resolution reached? Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>			Signature of Grievant: _____	Date: _____	Union Representative: _____	Date: _____	Employer Designee: _____	Date: _____	ADR Undertaken? Yes <input type="checkbox"/> No <input type="checkbox"/>	Date of ADR: _____ Resolution reached? Yes <input type="checkbox"/> No <input type="checkbox"/>
Signature of Grievant: _____	Date: _____									
Union Representative: _____	Date: _____									
Employer Designee: _____	Date: _____									
ADR Undertaken? Yes <input type="checkbox"/> No <input type="checkbox"/>	Date of ADR: _____ Resolution reached? Yes <input type="checkbox"/> No <input type="checkbox"/>									
<p>PART 4 RESPONSE TO STEP 1 GRIEVANCE</p> <p><i>To be completed by the Step 1 Deciding Official no later than 21 calendar days from the date of the Step 1 Meeting. If resolution is reached at the Step 1 Meeting this section should be completed prior to the end of the meeting. (Use a separate sheet of paper and reference the attached documentation as "Step 1 – Part 4").</i></p> <p style="text-align: center;">See Attached "Step 1 – Part 4"</p>										
<p>Signature of Management Official: _____</p>		<p>Date: _____</p>								
<p>Date Response Provided to Grievant:</p> <p>Provided by Hand Delivered <input type="checkbox"/>, BLM Email <input type="checkbox"/>, Blue Envelope <input type="checkbox"/>, Other Mail <input type="checkbox"/></p>										
<p>Date Response Provided to Grievant:</p> <p>Provided by Hand Delivered <input type="checkbox"/>, BLM Email <input type="checkbox"/>, Blue Envelope <input type="checkbox"/>, Other Mail <input type="checkbox"/></p>										

Bureau of Land Management - NFFE Local 2152

STEP 2

Standard Grievance Record

Type of Grievance: Employee ☐; Union ☐; Employer ☐; Group ☐**PART 5 STEP 2 GRIEVANCE INITIATION***To be completed by Employee(s), Union, or Employer to file at Step 2. For grievance originating at Step 1, this must be filed within 21 days of the date of the Step 1 decision or the date the decision was due.*I request Union representation: Yes ☐ No ☐

Union Steward (assigned by Union President):

FOR AGENCY USE ONLY

Employee's Name:

GRIEVANCE #: _____

My signature certifies my authorization to release data, information, and any other documents covered by the Privacy Act that are pertinent to this grievance and may be released to the Union.

DATE FILED: _____

Employee's Signature:

Date:

Appeal of Step 1 decision or lack of decision at Step 1? Yes ☐ No ☐Initiated at Step 2? Yes ☐ No ☐

If initiated at Step 2 – Identify the general nature of the grievance:

Name of Employee's Immediate Supervisor/Management Official:

THIS IS TO CERTIFY THE STEP 2 GRIEVANCE WAS RECEIVED.*Your signature does not mean you agree with the allegations.*

Signature of Supervisor:

Date Received:

PART 6 RECORD OF STEP 2 GRIEVANCE & REQUESTED REMEDY*The Step 2 SGR form must include a precise explanation as to why the grievant believes each contract article, negotiate agreement, statute, regulation, policy, and/or procedure was violate. (Use a separate sheet of paper, reference all attached documents as "Step 2 – Part 6"). Include all Step 1 material, if applicable. Upon receipt of the grievance, the Deciding Official must sign and date below to acknowledge receipt.*

See Attached "Step 2 – Part 6"

THIS IS TO CERTIFY THE STEP 2 GRIEVANCE PART 6 WAS RECEIVED.*Your signature does not mean you agree with the allegations.*

Signature of Supervisor:

Date Received:

PART 7 REQUEST FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)

Signature of Grievant:

Date:

Union Representative:

Date:

Employer Designee:

Date:

ADR Undertaken? Yes ☐ No ☐

Date of ADR:

Resolution reached? Yes ☐ No ☐**PART 8 RESPONSE TO STEP 2 GRIEVANCE***To be completed by the Step 2 Deciding Official no later than 21 calendar days from the date of the Step 2 Meeting. If resolution is reached at the Step 2 Meeting this section should be completed prior to the end of the meeting. (Use a separate sheet of paper and reference the attached documentation as "Step 2 – Part 8").*

See Attached "Step 2 – Part 8"

Signature of Management Official:

Date:



Date Response Provided to Grievant:

Provided by Hand Delivered ☐, BLM Email ☐, Blue Envelope ☐, Other Mail ☐

Date Response Provided to Grievant:

Provided by Hand Delivered ☐, BLM Email ☐, Blue Envelope ☐, Other Mail ☐

APPENDIX D: GRIEVANCE EXTENSION REQUEST FORM

	Bureau of Land Management - NFFE Local 2152 Grievance Extension Request	
To:		Date Submitted:
From:		Date Received:
Type of Grievance: <input type="checkbox"/> Employee, Name: <input type="checkbox"/> Union <input type="checkbox"/> Employer <input type="checkbox"/> Group		Current Status of the Grievance: <input type="checkbox"/> Grievance has not yet been filed <input type="checkbox"/> Step 1, Grievance Number _____ <input type="checkbox"/> Step 2, Grievance Number _____
Issue of Grievance:		
Requested Adjusted Due/Deadline Date:		
Reason for the request:		
RESPONSE TO REQUEST		
The request is: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved The adjusted due date is:		
Signature of Granting Official:		Date:

APPENDIX E: BASIC WORK WEEK REQUEST FORM

U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT BASIC WORKWEEK REQUEST					
1. Name of Employee		2. Title and Grade		3. Organization	
4. This change is requested by the <input type="checkbox"/> Employee or <input type="checkbox"/> Supervisor			Employee is : <input type="checkbox"/> Full-time or <input type="checkbox"/> Part-time		
5. Workweek Schedule (Check requested schedule)					
FIXED		COMPRESSED		FLEXIBLE	
<input type="checkbox"/> 8-hour day <input type="checkbox"/> Part-time		<input type="checkbox"/> 5/4-9's <input type="checkbox"/> 4-10's		<input type="checkbox"/> Gliding <input type="checkbox"/> Variable Day <input type="checkbox"/> Variable Week	
				<input type="checkbox"/> Maxi-flex (3 core days per wk) <input type="checkbox"/> Maxi-flex 4-10's (4 core days per wk) <input type="checkbox"/> Maxi-flex 5/4-9's (9 core days per pp)	
OTHER					
<input type="checkbox"/> First 40		<input type="checkbox"/> Intermittent		<input type="checkbox"/> Special Schedule	
Fill in chart below: <i>For fixed, compressed or special schedules, arrival and departure times are fixed.</i> <i>For flexible schedules, all times are estimated arrival and departure times.</i> <i>(All non-overtime worked must be between 6:00 am and 6:00 pm Monday through Friday, unless otherwise authorized).</i>					
Indicate core days (X)	DAY OF 1st WEEK	HOURS (Specify am or pm)		MEAL PERIOD 30, 45, or 60 min	TOTAL HOURS (Worked)
		FROM	TO		
	SUNDAY				
	MONDAY				
	TUESDAY				
	WEDNESDAY				
	THURSDAY				
	FRIDAY				
	SATURDAY				
<input type="checkbox"/> Check here if second week is identical to first week, otherwise fill out below if different.					
Indicate core days (X)	DAY OF 2nd WEEK	HOURS (Specify am or pm)		MEAL PERIOD 30, 45, or 60 min	TOTAL HOURS (Worked)
		FROM	TO		
	SUNDAY				
	MONDAY				
	TUESDAY				
	WEDNESDAY				
	THURSDAY				
	FRIDAY				
	SATURDAY				
6. Period Covered <input type="checkbox"/> Indefinite <input type="checkbox"/> Temporary (1 year or less) From _____ to _____					
7. Justification for requesting schedule:					
Employee's Signature		Title		Date	
8. <input type="checkbox"/> Approved as requested <input type="checkbox"/> Approved with annotated changes <input type="checkbox"/> Denied Justification for denial of requested schedule:					
Supervisor's Signature		Title		Date	

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APPENDIX G: DOUGLAS FACTORS

The Douglas Factors

The Merit Systems Protection Board in its landmark decision, *Douglas vs. Veterans Administration*, 5 MSPB 313 (1981), established criteria that supervisors *must* consider in determining an appropriate penalty to impose for an act of employee misconduct. These twelve factors are commonly referred to as “Douglas Factors” and have been incorporated into this contract for reference. The following relevant factors *must* be considered in determining the severity of the discipline:

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 at a satisfactory level and its effect upon supervisors’ confidence in the employee’s work ability to perform assigned duties;
6. consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. consistency of the penalty with any applicable agency table of penalties;
8. the notoriety of 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 in committing the offense, or had been warned about the conduct in question;
10. the potential for the employee’s rehabilitation;
11. mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
12. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

A supervisor is responsible for ensuring that a disciplinary penalty is fair and reasonable. If a penalty is disproportionate to the alleged violation or is unreasonable, it is subject to being reduced or reversed even if the charges would otherwise be sustained. These factors provide valuable assistance to supervisors in making a penalty determination

Effective Date
01/18/2018