

BASIC AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT
AND THE
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL NO. 2023**

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PREAMBLE

Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate in Labor organizations of their own choosing in the decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment. Congress also finds that the public interest demands the highest standards of employee performance and continued development, implementation of modern and progressive work practices to facilitate and improve employee performance, and the efficient accomplishment of the operations of the government. Therefore, Labor organizations and collective bargaining in the Civil Service are in the public interest (Chapter 71 Title 5 USC, 7101 (a)(1)(2)).

This contract constitutes a full and complete agreement between the United States, Department of the Interior, Bureau of Land Management, Medford District Office, hereinafter referred to as the MDO, and the American Federation of Government Employees (AFGE), Local 2023, hereinafter referred to as the Local for the employees of the bargaining unit identified below, hereinafter referred to as the Employees.

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ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1. Recognition: The MDO, whose designated office head is the District Manager, hereinafter referred to as the MDM, recognizes that the Local is the exclusive representative of all employees, permanent, term, and temporary, in the bargaining units described in Section 2, below, hereinafter referred to as Employee or Employees.

Section 2. Bargaining Unit: This Agreement is applicable to two bargaining units, one consisting of all professional employees and one consisting of all non-professional employees of the Bureau of Land Management, Medford District Office, including all temporary employees who have received more than one appointment with the District Office. Both units exclude management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Government Regulations: In the administration of all matters covered by this Agreement, the MDO, the Local, and Employees are governed by existing or future laws or regulations of appropriate authority to the extent not prohibited by 5 USC 7116 (a)(7).

Section 2. Management Rights: Nothing in this agreement will affect the authority of Management:

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

b. in accordance with applicable laws,

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

(2) assign work, make determinations with respect to contracting out, and determine the personnel by which the MDO's operations will be conducted;

(3) make selections for appointments to fill positions from:

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate sources; and

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

Section 3. Negotiations may take place 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.

The agency elected to bargain on the subjects identified in Section 3 while Executive Order No. 12871 was in effect. If future bargaining on items listed in section 3 above, it will take place in accordance with law, regulations or Executive Order.

Section 4. Nothing in this article will preclude the MDO and the Local from negotiating:

- a. the procedures the MDO will observe in exercising any authority under this article; or
- b. appropriate arrangements for Employees adversely affected by the exercise of any authority under this article by the MDO.

Section 5. The Labor relations statute defines Supervisor as 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 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 (5 USC 7103(a)(10)).

Section 6. Management Responsibilities:

- a. The MDO agrees to promote safe attitudes, productive use of time, and high quality performance among employees. The MDO agrees that all employees must comply with the safety requirements contained in Federal and State laws and BLM policies.
- b. The MDO agrees to respect the privacy of all employees during the grievance process. The credibility, privacy, and integrity of the grievance process will be protected to the extent possible.
- c. Officials of the MDO agree to report time spent on all Labor-Management activities using the appropriate BLM coding system (i.e., the time and attendance reporting system). The MDO will provide upon request of the Local reports of time spent on Labor-Management activities.

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ARTICLE 3

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Each Employee will have the right to form, join, or assist any labor organization, or refrain from such activity, freely and without fear of penalty or reprisal, and each Employee will be protected in the exercise of such rights. Such rights include acting for a labor organization in the capacity of a representative, and the right in that capacity to present views of a labor organization, and to engage in collective bargaining with respect to conditions of employment through representatives in accordance with 5 USC 71.

Nothing in this agreement will require an Employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Neither the Local nor the MDO will discipline or otherwise discriminate against any Employee because he or she has filed a grievance or used any other available procedure for redressing wrongs to an Employee.

Section 2. An Employee has the right to bring matters of a personal concern directly to the attention of his/her immediate supervisor or other appropriate officials of the MDO without Union representation or notification to the Union of such a meeting. When an Employee raises a matter of personal concern, due consideration will be given to the matter.

Section 3. Employees are responsible for the work assigned them to accomplish the mission of the Bureau.

Section 4. Employees will obtain approval from their supervisor in advance of any official time greater than one hour for Labor-Management activities. Employees are responsible for reporting all time spent on Labor Management activities using the appropriate BLM coding system (i.e., the time and attendance reporting system).

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ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF THE LOCAL

Section 1. Recognition: The MDO recognizes:

- a. The Local as the exclusive representative of the Bargaining Unit members.
- b. The following duly elected officers of the Local: President, Vice President, Chief Steward, Secretary, and Treasurer. The Local will provide the MDO with a list of names

and titles of such officers on an annual basis, or more frequently if changes occur. In addition, a copy of this list will be posted on the Local's bulletin board by the Local.

c. Stewards selected by the Local. These stewards are recognized as official spokespersons with authority to act on behalf of the Local in grievances, and "Weingarten Rights" matters. For the purpose of formal discussions, the Local President will notify each Area Manager/Division Chief of the Local's official representative.

d. Local members of the Labor Management Committee (LMC) which are selected by the Local.

e. Local representatives on committees identified in the contract, or when MDO requests Local participation on committees. The Local President will select the official representatives of the Local.

f. AFGE National Representatives may represent employees of the Local and participate in meetings between the MDO and the Local. A 24-hour notice will be given to the MDM of expected visit(s) from the AFGE National Representative.

Section 2. Representation:

a. The MDO will afford the Local the opportunity to be represented at formal discussions between one or more representatives of the MDO and one or more Employees in the unit or their representatives when the topic of the discussion is a written grievance or any personnel policy or practices or other general conditions of employment. The Local's representative will be allowed to ask questions and present the views of the Local, but will not dominate or otherwise interfere with management's conduct of the meeting. If the meeting pertains to all employees, the MDO will notify the Local President as far in advance of the meeting as possible. If the meeting pertains to all employees of a resource area/division, the MDO will notify the appropriate Local representative as far in advance of the meeting as possible.

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

Section 3. Stewards:

a. It is agreed by the MDO and the Local that their common interests will best be served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives. The Local will select stewards who possess

qualities of leadership and responsibility and who will deal with Employees and Management in a manner which will inspire mutual confidence and respect. The Local will orient and train stewards with respect to 5 USC 71 as well as the provisions of this Agreement.

b. Only stewards may perform the duties of stewards.

Section 4. Responsibilities:

a. The Local will represent the interests of all Employees without discrimination and without regard to labor organization membership.

b. Internal union business, such as soliciting membership, collecting dues, campaigning, and electing officers will be conducted during non-duty hours and will not disturb the work of others.

c. The Local agrees to promote safe attitudes, productive use of time, and high quality performance among Employees in the Bargaining Unit. The Local agrees that all Employees in the Bargaining Unit must comply with the safety requirements contained in Federal and State laws and BLM policies.

d. The Local agrees to represent all Employees and bargain with Management in good faith.

e. The Local agrees to respect the privacy of all Employees during the grievance process. The credibility, privacy and integrity of the grievance process will be protected to the extent possible.

Section 5. Use of Time for Labor Management Relations:

a. Local representatives will be allowed reasonable official time:

(1) to prepare and meet with MDO representatives for negotiation of a collective bargaining agreement.

(2) to attend impasse proceedings.

(3) for activities related to contract administration.

(4) to prepare for and conduct formal negotiations.

(5) for Impact and Implementation bargaining.

(6) to prepare for and attend meetings of committees identified in this contract or where the MDO invites Local representation.

(7) to participate in formal discussions.

b. The Local Executive Board will be allowed two hours per month to conduct meeting(s) dealing with Labor-Management issues.

c. Reasonable time will be that minimum time, consistent with the MDO's needs, available to efficiently accomplish the task. The official time will be limited to the time the Employee otherwise would be in a regular duty status. No overtime will be paid for such activities.

d. The grant of any official time under this Article does not include the authorization of travel and per diem for these activities. However, if official travel is scheduled by the MDO which coincides with travel for representational purposes, a steward may travel as a passenger on a space available basis.

e. A reasonable amount of official time, not to exceed 1100 hours per fiscal year is available for:

(1) a steward to initially discuss a matter of dissatisfaction with an Employee, make inquiries, contact pertinent witnesses, and prepare presentations for grievance meetings.

(2) a steward to represent an Employee(s) in presenting grievances;

(3) a steward serving as a representative in an arbitration hearing;

(4) a steward functioning as a representative in a statutory appeal hearing.

(5) a steward to act as representative of the Local in examinations pursuant to 5 USC 7114(a)(1)(B).

(6) elected union officers and stewards to be excused from duty, workload permitting, to attend union-sponsored training which is of mutual benefit for the performance of their representational duties. A written request will be submitted through the supervisor to the Associate District Manager at least 15 calendar days in advance.

(7) a steward to act as representative to assist an Employee with an OWCP case where requested. Representational activities on official time will be limited to matters within the control of the MDO.

f. The total official time used for the activities listed in Section 5e will not exceed 25 percent of the Chief Steward's time or 10 percent of other stewards' time per fiscal year unless approved in advance by the MDO. Exceptions can be made on a case-by-case basis determined by needs of work and situation at the time.

g. Stewards, officers, and other Local representatives engaged in authorized labor management relations activities during the time they would otherwise be in a duty status

are responsible for reporting such time using the appropriate BLM coding system (i.e., the time and attendance reporting system).

h. Stewards, officers and other Local representatives engaged in authorized labor management relations activities for more than one hour during the time they would otherwise be in a duty status will take such time using a process agreed upon with their supervisor.

I. The MDO will contact the Local President to discuss any perceived conflict between Labor-Management activities and MDO-assigned work.

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ARTICLE 5

VOLUNTARY ALLOTMENT OF UNION DUES

The BLM will continue to deduct Union dues from the pay of Employees in the Bargaining Unit, subject to the following provisions:

- a. The Local agrees to procure form SF-1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.
- b. The Local President or other authorized officer of the Local will certify on each SF-1187 that the Employee is a member in good standing in the Local, insert the amount to be withheld, and submit completed SF-1187 to the payroll servicing officer of the BLM.
- c. The Local President or other authorized officer of the Local will notify the payroll servicing officer of the BLM when the Local's dues structure changes. The change will normally be effected at the beginning of the first full pay period after receipt of such notice. Such a change may be effected no more than once in a 12 month period.
- d. Allotments will normally be effective at the beginning of the first full pay period after receipt of SF-1187's by the payroll servicing officer.
- e. The Local will promptly notify the payroll servicing officer in writing when a member of the Local is expelled.
- f. The BLM agrees to have the payroll servicing officer prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the officer designated by the Local. The check will be for the total amount of dues withheld for that pay period.

g. The BLM will submit with the remittance check a listing of the Employees from whom deductions were withheld and the amounts withheld. The Employee is responsible for notifying the MDO of any dues allotment that should be stopped because the Employee is no longer included in the Bargaining Unit due to specific exclusion as stated in Article 1, Section 2. This does not preclude the employer from initiating this action on its own. The employer will notify the Local if and when such action is initiated.

h. A member may voluntarily revoke an allotment for the payment of dues by filling out a form SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the payroll servicing officer. After receipt of such notice by the payroll servicing officer, revocation will become effective as soon as possible following the first anniversary date of the Employee's original authorization (SF-1187). The MDO will make every effort to apprise the Local of revocation of allotments for payment of dues.

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ARTICLE 6

COMPLAINTS, GRIEVANCES, AND ARBITRATION

Section 1. General: Both the MDO and the Local strongly endorse the concept that individual grievances should be resolved informally and at the earliest possible step in the grievance procedure. In order to achieve this end, the following procedure is established, except for matters covered in Section 4, as the exclusive procedure available for the processing of matters covered by this grievance procedure for Employees, the MDO, and the Local. Nothing in this Article will preclude an Employee, the Local, and/or the MDO from pursuing alternative dispute resolution providing the alternative dispute resolution process does not conflict with any provision of this Article.

Section 2. Local Representational Rights:

a. The Local agrees to counsel Employees as to the validity of potential grievances, whether the grievance is warranted, and whether the remedy sought is believed to be legal, feasible, and appropriate.

b. When an Employee has chosen to be represented by the Local, the MDO will provide at least 24 hours notice to the Local's E-Board of any meeting the MDO schedules with the grievant relating to the grievance.

c. In the event an Employee chooses not to be represented by the Local, the MDO will notify the E-board at least 24 hours before any meeting scheduled with the grievant by the MDO during which a settlement of the grievance will be attempted. The Local will have the right to be present at the proposed settlement meeting. The proposed settlement must be consistent with the terms of this Agreement. For written grievances, the Local will have access to all written responses upon request.

Section 3. Scope:

a. A grievance will be accepted from:

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

(2) any Employee, group of Employees, the Local, or the MDO concerning

(a) the effect, or interpretation, or a claimed breach of this Agreement, or

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

b. Each grievance will be in writing and contain a request for the personal relief sought by the grievant(s). Personal relief is defined as a remedy subject to the control of the MDM appropriate to the matter being grieved and which benefits the grievant(s). It may not include a request for disciplinary or any other action affecting another employee or manager.

c. Employees who are otherwise in a duty status will be granted official time to discuss complaints with stewards and to prepare and present grievances in accordance with this Article. The maximum time authorized to an employee for preparation of a grievance is as follows:

(1) Complaint phase - 2 hours

(2) Step 1 - 1 hour

(3) Step 2 - 45 minutes

(4) Step 3 - 30 minutes.

d. A grievance may be filed on any matter grievable under law.

Section 4. Statutory Appeals: Aggrieved Employees affected by a prohibited personnel practice (5 USC 2302(b)(1)), unacceptable performance (5 USC 4303), or adverse action (5 USC 7512) or Whistleblower Protection Act (PL 103-424) may only raise the issue under this negotiated grievance procedure or the statutory appeals procedure outlined below, but not both.

a. Matters relating to prohibited personnel practices may be processed at the Employee's election through the EEO statutory appeals procedure or under this negotiated grievance procedure but not both. The Employee may enter the grievance procedure at the first step or the Employee may enter the EEO complaint procedure at the informal counseling

procedure stage. This does not preclude an Employee from discussing with an EEO counselor or a steward the available options before entering either process.

b. Appealable matters relating to unacceptable performance or adverse action may be processed at the election of the Employee through appeal to the Merit Systems Protection Board (MSPB) or under this negotiated grievance procedure but not both within 30 calendar days of the decision of such action from the Deciding Official. It will enter the grievance procedure at the request for arbitration stage.

Section 5. Procedures: The following procedures are established for the prompt and orderly resolution of grievances and complaints.

Prior to submitting a first step grievance, an Employee has the right to contact a Steward regarding any issue, concern or complaint surrounding working conditions or other Labor Management Relations issues. Until a first step grievance is filed, this stage of the grievance procedure is termed a "complaint." This is an optional step; a first step grievance may be filed without entering the complaint phase.

A steward's duties during this phase generally include: initial contacts with the employee; investigating the complaint; determining the validity of the complaint; attempting to resolve the complaint; counseling the employee about subsequent options; and monitoring the results of any action taken.

The objectives of the complaint phase are to informally resolve the issue at the lowest administrative level possible, and to develop recommendations for the Employee and the Local on future courses of action.

A grievance must be submitted in writing no later than 20 days from the occurrence of the matter out of which the grievance arose, or the time the party became aware or should reasonably have become aware of being aggrieved. For continuing practices, the party may grieve anytime during the life of the practice. During all meetings scheduled under this Article, all participants will conduct themselves respectfully toward all other participants. All "days" referred to in this article are calendar days, excluding Federal holidays. All time limits may be extended by mutual agreement of the Local and MDO. The initiator of a grievance may terminate said grievance by written notification to the other party unless the Local or the MDO chooses to proceed. Failure of the initiating party to comply with any time limit will constitute grounds for denying or terminating the grievance. Failure by the respondent to respond within any time limit will allow the grievant to proceed to the next level. No new issues will be raised by either the Local or Employees after the first step has been initiated. If similar grievances are presented at approximately the same time, they may be treated as a group grievance. No precedent will be established by any settlement made or offered in the first two steps of this grievance procedure.

a. **First Step Grievance:** An Employee(s) or the Local acting on behalf of Employee(s) alleging a grievance as specified in Section 3, above, will initiate the grievance

personally by timely presenting the matter and the relief sought in writing at a meeting with the first level supervisor. The MDO will give full consideration to all available factors, consult with any other personnel who may be able to assist in resolving the matter and will respond in writing within seven days with a decision to the Employee(s) and any Local representative, if designated. The decision may offer any relief the MDO might make available and will indicate the grievant's option to proceed to the second step of the grievance procedure if dissatisfied with the first step decision.

b. Second Step Grievance: If the Employee(s) is dissatisfied with the solution proposed at the first step, the grievant(s) may, within seven days of receipt of the first step decision, present the grievance in writing to the second level supervisor. The second step grievance will include all known and relevant information and specify the provisions of the agreement or law, rule, or regulation alleged to have been violated, the result of the first step settlement attempts, and the relief sought. The MDO may meet with the grievant(s). If the matter is not resolved at stated meeting, the MDO will issue a written response to the grievance within seven days of the formal presentation of the grievance. The written response will include rationale and any relief(s) offered. The decision may indicate the grievant's option to proceed to the third step of the grievance procedure if dissatisfied with the second step decision.

c. Third Step Grievance Procedure: If the Employee(s) is dissatisfied with the decision reached in step two, the Employee(s) or the Local may, within seven days, refer the grievance in writing to the District Manager. The MDO will review the case. A decision will be rendered in writing to the Employee(s) within 20 days of receipt of the written grievance. This reply will contain the reasons used to substantiate the decision and any final relief(s) offered.

d. Management Grievance: If the MDO is dissatisfied with the Local concerning some matter within the scope of the grievance procedure, it may initiate a grievance by stating the matter at issue and any relief requested in writing to the President of the Local. A Labor Management Committee meeting will be scheduled within 20 days to take up the matter. Concerns and evidence will be presented and an attempt will be made to resolve the issue(s). If the MDO is not satisfied with the results of this meeting, within seven days, the MDO may present the matter of the grievance in writing to the President of the Local for a decision. The President of the Local will respond to that request within 20 days of receipt of the request. If the MDO is not satisfied with the decision of the President, the matter will be referred to Arbitration.

e. Local Grievance: If the Local is dissatisfied with the MDO concerning some matter within the scope of the grievance procedure, it may initiate a grievance by stating the matter at issue and any relief requested in writing to the MDO. The next regularly scheduled meeting of the Labor Management Committee will take up the matter. Concerns and evidence will be presented and an attempt will be made to resolve the issue(s). If the Local is not satisfied with the results of this meeting, within seven days, the Local may present the matter of the grievance in writing to the MDM for a decision. The MDO will respond to that request within 20 days of receipt of the request.

Section 6. Right to Arbitration: If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the MDO or the Local either as grievant or as representative of the Employee(s), may refer the issue to arbitration within 15 days of the final decision of the respondent. The request to refer an issue to arbitration must be in writing, signed by the President of the Local or the MDO.

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

Section 8. Fees and Expenses: Each party will bear the expense of preparing and presenting its own case. The arbitrator's fees and expenses will be borne equally by the MDO and the Local.

Section 9. Arbitration Process:

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

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

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

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

b. The parties may mutually agree on a "stipulation of facts to the arbitrator" or an "arbitrator inquiry," or an arbitration hearing; if the parties cannot agree, the process will be an "arbitration hearing."

c. An arbitration "inquiry" or "hearing" will be held at a place selected by the MDO during the regular work hours of the basic work week.

d. The parties may mutually agree to have a verbatim transcript taken of an arbitration hearing, and if so, both will equally share the cost of the transcript. If only one party wants a verbatim transcript, then that party may have one taken, paying the whole cost; if afterwards, the other party wants a copy, then one will be provided so long as the party pays one half the cost involved for the verbatim transcript. The arbitrator will receive a complimentary copy.

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

Section 11. Arbitrator's Authority:

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

b. When applying terminology defined by the Merit Systems Protection Board (MSPB), e.g., harmful error, etc., the arbitrator will follow the definitions of the MSPB. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator will be governed by Section 7701(c) of Title 5, United States Code, and to the extent applicable, by the precedential decisions of MSPB.

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

Section 12. Exceptions: An exception to the arbitrator's decision must be filed, within 30 days beginning on the date of the award, with the FLRA. If no exception is filed, the arbitrator's decision and remedy will be effected as quickly as possible. If an exception is filed, it will automatically act as a stay of the remedy.

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ARTICLE 7

LABOR MANAGEMENT RELATIONS

Section 1. General: The principal way that the MDO and the Local will coordinate is through a Labor Management Committee (LMC). The purpose of this committee will be to address and attempt to resolve topics related to, Impacts and Implementation (5 U.S.C. 7106(b)(3)) of changes in working conditions, including changes in personnel policies and practices; topics relating, but not limited, to conditions of employment, unfair labor practices (ULP), and grievances. This committee will not normally discuss individual grievances or adverse actions but discussions may cover problems that have or may lead to grievances. This committee will not attempt to resolve substantive Management Rights defined in 5 U.S.C. 7106 (a) and **(b)(1)** except as consistent with article 2 section 3, but information sharing and discussions related to these topics may occur in this forum.

Section 2. Membership: The committee will consist of six members: Three representatives from the MDO and three representatives from the Local.

Section 3. Meetings: Meetings will be held a minimum of once a month with the schedule set by mutual consent of all members. Each meeting will continue until all agenda items have been fully addressed although agenda items may be tabled upon a consensus by all members. Additional meetings may occur by mutual agreement. The President of the Local or the MDM can verbally request an emergency meeting through the designated meeting leader.

Section 4. Labor Management Committee (LMC): The LMC serves as a forum for recommending solutions to the topics mentioned in Section 1 of this Article. All members are fully empowered to represent their respective party on the LMC. Resolution will be accomplished using an interest-based approach and agreements will be made through the consensus process.

Any LMC member can request an appropriate topic be listed on the agenda at any time through the designated meeting leader. Upon requesting a topic for resolution, the requesting member will give the designated meeting leader a list of their party's interests and possible resolutions. Questions regarding negotiability will be addressed before agenda items are discussed. The LMC will address and attempt to resolve all appropriate issues presented on the agenda. When a consensus is reached, the recommended solution will be forwarded to the MDM and the President of the Local for ratification. If an issue cannot be resolved through the LMC, or is not ratified by the MDM or President of the Local, it will be resolved through formal negotiations in accordance with this Article.

All discussions will be noted and made available for all employees no later than seven working days after the meeting.

Section 5. Notification: The MDO will officially notify the Local's Executive Board (E-Board) in writing or via electronic mail whenever it anticipates a change in working

conditions affecting Bargaining Unit members. Official notification of a change in working conditions may also occur by having the proposed change listed on the Labor Management Committee agenda and discussed in that forum. The time limits may be extended by mutual consent of the MDM and the President of the Local, or after discussion by the Labor Management Committee.

The following are ways formal negotiating can be instigated:

- a. The President of the Local or the MDM fails to ratify LMC recommendation. Time limit for failure to ratify before determination to formally negotiate will be 14 calendar days.
- b. A direct request for formal negotiations may be made in writing and signed by either party. A written response to the request will be made within 14 calendar days.
- c. If the LMC fails to reach a consensus, either party may request formal negotiations as described in "b", above.
- d. The MDM notifies the President of the Local of a decision to change working conditions and the Local requests formal negotiations in writing within 14 calendar days.

Section 6. Impact and Implementation Bargaining (5 USC 7106(b)3): Matters appropriate for Impact and Implementation (I&I) negotiations are personnel policies, practices, and general working conditions. The impact to Employees as a result of implementing a proposed management action will be negotiated under this section. If the Local does not respond to MDO's proposal after the 14th calendar day then the right to Impact and Implementation bargaining is waived.

Section 7. Procedures: Formal negotiations will be initiated when the notification described in Section 5 occurs. Negotiations will be arranged by the MDM and the President of the Local. A negotiating team will be designated by each party.

The parties to negotiations are encouraged to use interest-based bargaining techniques. All negotiating team members will work diligently and in good faith toward a solution through a consensus. In the course of bargaining over 7106(b)(1) topics, the parties will make every effort to avoid disputes over whether a proposal is nonnegotiable because it conflicts with Section 7106(a) Management Rights. Rather, the parties should focus on the intent of the proposal and on ways to reformulate it in a manner that does not result in a conflict with Section 7106(a).

Upon agreement, and before implementation, a Memorandum of Understanding (MOU) will be written and signed by all negotiating members, the MDM, and the President of the Local as a supplement to this Agreement. The MOU will be final and binding on the parties upon required review.

Section 8. Impasses and Disputes:

a. If agreement cannot be reached following formal negotiations and an impasse is declared, then the Federal Mediation and Conciliation Service will be contacted for assistance in resolving the disagreement. If there is no resolution, then either party may request the Federal Services Impasses Panel to consider the matter, or by mutual agreement may refer the matter to binding arbitration using the procedures outlined in Article 6.

b. If Management believes a Union proposal is non-negotiable, it will raise the issue of negotiability in a timely fashion at the earliest possible stage of the negotiation process so that attempts can be made to cure any negotiability problems. At the request of the Union President, and upon presentation of a written proposal by the Union, the MDM will provide a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the Federal Labor Relations Authority (FLRA) in accordance with applicable regulations.

Section 9. Charges of Unfair Labor Practices (ULP):

The Local and MDO agree that prompt resolution of ULP charges is in the best interest of the public, the Local and the MDO. Before either party formally presents a ULP charge to the FLRA, the matter will be presented in writing to the other party, or placed on the agenda for an LMC meeting. At least seven calendar days will be allowed for resolution of the matter before it is filed with the FLRA. Efforts at informal resolution of the ULP charge should continue after the charge is filed with the FLRA.

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ARTICLE 8

TEMPORARY EMPLOYEES

Section 1. General: For the purposes of this Article, Temporary Employees are defined as non-term appointments. Temporary Employees comprise an important and valuable part of the district workforce. Nothing in this article will preclude the application of the existing Temporary Employee Policy. Use of temporary positions is encouraged in the following instances to:

a. Provide a temporary increase in numbers of staff to help complete tasks which are truly temporary in nature, and which have clear beginning and ending dates.

b. Allow supervisors and managers some flexibility due to future personnel uncertainties, fluctuating budgets, and workloads.

Section 2. Temporary employees will be given at least two weeks notice for termination of temporary appointments for lack of funds, work or expiration of appointment.

Section 3. Discipline of Temporary Employees and Termination for Cause:

a. Cautionary Situations: Letters which address a performance or conduct issue will state the specific reasons that gave rise for the letter. The original copy of the cautionary letter will be provided to the Employee.

(1) When an Employee's attendance has been recorded as absent without approved leave (AWOL), the Employee will be notified in writing.

(2) Letters of Counseling will be retained by the initiating supervisor in a confidential, non-permanent file for not more than one year.

(3) Letters of Reprimand will be placed in the Employee's OPF. Records will be maintained in accordance with applicable regulations and requirements.

b. Unsatisfactory Performance: The Employee will be notified in writing for reason(s) of proposed termination. Temporary employees will be notified seven days prior to effective date of termination.

c. Misconduct: Employees will be notified in writing for reason(s) for proposed termination seven days or less depending on the circumstances prior to effective date of termination. Exception examples would be but are not limited to the case where the employee is being terminated for a crime for which imprisonment could be imposed, poses a security risk, or where the Employee poses a threat to self or others. In the excepted situations, termination will be within 24 hours.

d. Notice of Termination: A Notice of Termination will be provided in writing to the Employee, contain the reasons for the action, and include notice of loss of rehiring eligibility if applicable. This notice will have the concurrence of the Field Manager or Division Chief.

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ARTICLE 9

SAFETY AND HEALTH

Section 1. The MDO will continue its effort to carry out its Occupational Health and Safety Program and will comply with applicable laws and regulations.

The MDO will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, the MDO will notify the Local and

the two parties will arrange a time table for abatement, including a schedule of interim steps to protect employees.

The MDO will, to the extent feasible, provide safe and sanitary working conditions and equipment, in consonance with standards promulgated under all applicable federal laws, e.g., the Occupational Safety and Health Act of 1970.

The Local and MDO will encourage all Employees to fully comply with Federal Safety Laws (e.g., OSHA) and District, State and Bureau safety policies.

Section 2. A member of the Bargaining Unit will serve on each area/division safety committee. There will also be a District safety team, which will include a Local representative selected by the Local.

Section 3. If an employee believes that the assigned duties endanger health or well-being he/she will immediately notify the supervisor. The supervisor will promptly investigate and ascertain the validity of the hazard. The supervisor will take corrective action, if necessary.

When an employee reasonably believes there is an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek redress through normal hazard reporting, the employee may refuse to carry out the supervisor's instructions. The employee acknowledges that if subsequent investigation reveals that there is no basis for refusing to perform the duties, disciplinary action may be taken.

Section 4. The MDO will continue its First Aid Training program for Employees as applicable to their work situation.

Section 5. The MDO will provide leather, lug soled or caulked boots for all permanent employees and term employees who customarily and regularly perform field work as identified in a Risk Management Assessment. The MDO will pay up to \$200 for leather, lug soled boots and \$300 for caulked boots. Replacement of worn boots will be agreed upon by the employee and the supervisor based on normal wear. The MDO will not be required to replace boots which are damaged due to negligence or inappropriate use.

Section 6. The MDO will provide safety equipment to field employees as appropriate. This determination will be made by the MDO on a case-by-case basis.

Section 7. Supervisors may authorize varied lunch periods in accordance with Article 21, Hours of Work, of this Agreement to allow Employees to engage in physical activities designed to improve fitness and promote well-being. The authorization may be on a day-by-day basis or longer period of time, based on ensuring that the activity does not interfere with workloads or the work of other employees.

Section 8. The MDO may use overt electronic surveillance systems, such as video cameras, for security purposes. The MDO will not use such systems to monitor employees, except for just cause.

The MDO will not routinely monitor electronic mail, and other media, except for just cause

Section 9. The MDO will continue in its effort to make the work place free of threatening, violent or intimidating acts. Supervisors will actively investigate and attempt to reconcile complaints received by employees.

Section 10. Check out/in system: The Local and MDO support the Medford District Check-Out/In Policy. Consistent or deliberate refusal to follow the policy can lead to disciplinary action.

Section 11. Fire assignments: Employees will not be forced or pressured into receiving a fire fighter's red card; unless, it is identified in their position description as a duty and specifically stated in the vacancy announcement.

Employees qualified and electing to participate in wildland fire suppression will be given the opportunity; contingent upon work load needs and being made available by the Field Manager or Division Chief. The MDO agrees that the personal needs of the employee will be considered when determining availability.

Section 12. The MDO will expeditiously process and forward to the Office of Workman's Compensation Program (OWCP) all documentation required when an Employee sustains an on-the-job injury or contracts an occupational disease. Upon request, the MDO will furnish to the Employee copies of all documentation relating to his/her OWCP claim. The MDO agrees to assist Employee(s) in processing claims under the Federal Employees Compensation Act (FECA).

When an employee is temporarily unable to perform his/her regularly assigned duties because of an OWCP related illness or injury, but may be capable of returning to or remaining in duty status, the MDO will make every effort to detail the employee to work assignments compatible with the employee's physical condition or temporarily tailor the employee's regularly assigned duties to his/her physical limitations.

Section 13. Upon an employee's written request, the MDO will explore opportunities to reasonably accommodate an Employee who is injured or becomes ill due to factors not related to his/her job.

Section 14. Where documented medical evidence provided by an Employee shows that the work environment is contributing to a medical problem, the MDO will make every reasonable effort to correct the environmental problem.

Section 15. Field-going employees will be provided with 2-way radio contact when identified in a Risk Management Assessment. Employees required to work in the field alone and away from their vehicles will be provided hand held radios.

Section 16. Employees who work in the field and make a request will be provided access to a locker to store their field gear.

Section 17. Uniforms: The need to wear a uniform will be identified through discussions between an employee and his/her immediate supervisor. The MDO will furnish all uniforms and accessories. Employees will properly maintain all uniform parts and accessories and wear the uniform in a professional manner. MDO agrees to promptly replace uniform parts or accessories that become worn out.

Section 18. Safety in Numbers: When an Employee feels that his/her safety may be compromised by working alone, he/she can request that another individual accompany him/her. Actions will be taken to mitigate the safety concern.

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ARTICLE 10

POSITION DESCRIPTIONS

Section 1. Policy: Each Employee will have a position description which is accurate as to title, series and grade and clearly states the major duties which are reflected in the performance elements. A position description (PD) is deemed to be accurate when the principle duties, knowledge, work requirements and supervisory relationships are described and it covers 80 percent or more of the work situations. All major duties must be covered in the 80 percent or more of the work situation. The term "major" means a task that is grade or series-controlling and is essential to the position. The PD will be reviewed annually by the employee and the supervisor.

Section 2. Changing Position Descriptions: Any Employee who feels that he/she is performing duties outside the scope of the assigned PD, or that it is otherwise inaccurate, may make a written request to the immediate supervisor to have the PD reviewed. The Employee will make a summary of the inaccuracies or duties not described. The request will be reviewed by the supervisor and the findings presented to the employee within 60 days of the Employee's request for review. In conducting such reviews the supervisor will consider the Employee's written and oral comments.

The MDO will revise an Employee's PD to reflect substantive changes when an Employee is assigned additional, major, ongoing duties which are not reflected in the PD. The supervisor will discuss proposed changes with the Employee. When a new PD has been rewritten, it will be sent to the classifier to be classified.

Section 3. Position Classification Review: When the Employee believes the position is not properly classified, he/she may request a desk audit to deal with grade level, or a classifier review to deal with position title and series. In either case, the Servicing Personnel Office will give the Employee an estimate of the time it will take to complete the review; normally the goal is to complete the review in less than 90 days.

If the Employee does not agree with the decision of the classifier, the Employee will be given the appeal rights process. The supervisor will send the necessary information to the Servicing Personnel Office as soon as possible for review. The employee will be promptly notified of the results of the review and will be kept informed of the status of the review.

Section 4. Non-competitive Promotions: If a desk audit reveals that the duties of a position are truly those indicated and deserving a higher grade, the MDO may choose to eliminate or redistribute the higher graded duties. However, if it is MDO's expectation that the Employee performs these higher graded duties and these duties are intended to be extended into the future (one year or more), the Employee will be promoted and the Local will be notified.

Section 5. Local Representation: Upon request, an Employee may have Local representation during discussions between the Employee and the supervisor concerning a revision of the Employee's position description.

Section 6. Career Counseling: At either the Employee's or supervisor's request, the first line supervisor will discuss with the Employee that Employee's career goals, personal potential, and general prospects for achieving those goals. As appropriate, the Employee may be referred to other MDO officials to discuss the Employee's career goals when those goals cross over to another official's specialization area. Employees may also be referred to any career counseling program which the MDO may establish.

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ARTICLE 11

PERFORMANCE STANDARDS

Section 1. General: The MDO and the Local recognize the right and obligation of the MDO to evaluate the performance of all Employees in accordance with 5 USC 43, applicable Department and Bureau regulations, and this Article. Matters covered in this Article are appropriate topics for discussion by the Labor Management Committee.

Section 2.: Definitions:

a. Performance Standard: A statement of the performance expectations or requirements necessary for achieving the critical elements of the position. Performance standards may include quality, timeliness, teamwork, and customer service measures.

b. Critical Element: A component of an employee's job which is critical to the accomplishment of organizational goals and objectives and essential to overall success in the position. This component of an Employee's job is of sufficient importance that performance below the minimum standard established by the MDO requires remedial action and denial of a within-grade increase. It may be the basis for removing an Employee, reducing the grade level of that Employee or reassigning the Employee. Such action may be taken without regard to performance in other components of the job.

Section 3. Identification of Critical Elements:

a. Employees are encouraged to participate in the process of establishing the performance standards through supervisory discussions and/or written comments. MDO will consider the Employee's input when developing the plan for evaluating employee performance. In order to clearly understand MDO's performance expectations, an Employee may request specific examples and/or illustrations on how to achieve critical elements. The employee may have a steward present during these discussions.

The identification of critical elements and the establishment of performance standards are the responsibility of the MDO. Critical elements will directly relate to the position description. Critical elements and performance standards will be documented in the plan, signed by the Rating Official and offered to the Employee for signature. A copy will be given to the Employee. Further amendments may be made during the rating year following consultation between the Employee and the Rating Official. Those amendments will be noted with the Rating Official's and Employee's initials which indicate they are aware of the changes.

b. In the event that a Rating Official and an Employee cannot agree on critical elements, performance standards, or changes in either, the Employee will describe the disagreement in writing, with specific recommendations for change, and present the written proposal for change to the Rating Official. If the Rating Official is not able to satisfy the Employee's request, the matter will be referred to the Reviewing Official who will review the written proposal for change and resolve the issue.

Section 4. Performance Review and Standard Application: Evaluations given Employees will be prepared in accordance with the following:

a. The Employee's job performance will be discussed with him/her in private surroundings.

b. If shortcomings are identified in the Employee's performance, the Employee will be notified immediately.

c. If an Employee is dissatisfied with a performance rating of any critical element and/or summary performance rating, the Employee may have the rating reviewed in accordance with the Departmental Manual or pursue the matter through the negotiated grievance procedure, but not both.

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

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ARTICLE 12

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. General: In accordance with the appraisal system required by 5 USC 4302, an Employee may be removed or demoted for unacceptable performance under 5 USC 4303, and appropriate Department and Bureau regulations, and this Article.

The definition of Employee for purposes of this Article (5 CFR 432.102) generally includes all Bargaining Unit Employees, except:

- a. an employee in the competitive service who is serving a probationary or trial period under an initial appointment.
- b. an employee in the competitive service in an appointment that requires no probationary or trial period, who has not completed one year of current continuous employment in the same or similar positions under other than a temporary appointment limited to one year or less.
- c. an employee in the excepted service who has not completed one year of current continuous employment in the same or similar positions.
- d. an employee occupying a position in Schedule C as authorized under part 213 of 5 CFR Chapter 432.
- e. a reemployed annuitant.
- f. an individual occupying a position in the excepted service for which employment is not reasonably expected to exceed 120 calendar days in a consecutive 12 month period.
- g. a manager or supervisor returned to his or her previously held grade pursuant to 5 USC 3321 (a)(2) and (b).

Section 2. Procedures:

- a. If serious shortcomings are identified in an Employee's performance, the Employee will be notified when the problem is perceived, as well as at the progress reviews.
- b. If the Rating Official believes the employee's unacceptable performance has the potential, if continued, to result in a reduction in grade or a removal, the Rating Official will notify the employee in writing.

c. At any time during the performance appraisal cycle that an Employee's performance is determined to be less than fully successful in one or more critical elements, the MDO will notify the Employee of the critical element(s) for which performance is less than fully successful, and the performance standard(s) that must be attained in order to demonstrate fully successful performance in his/her position.

The MDO will inform the Employee that unless his/her performance in the critical element(s) improves to and is sustained at a minimally successful level, the Employee may be reduced in grade or removed. For each critical element in which the Employee's performance is less than minimally successful, the MDO will afford the Employee a reasonable opportunity to demonstrate minimally successful performance, commensurate with the duties and responsibilities of the Employee's position.

As part of the Employee's opportunity to demonstrate minimally successful or better performance, the MDO will offer assistance to the Employee in improving his/her performance.

d. An Employee whose removal or demotion, based on unacceptable performance, is proposed by the MDO will receive 30 days advance written notice which informs the Employee:

(1) of the nature of the proposed action;

(2) of the specific instances of unacceptable performance by the employee on which the action is based;

(3) of the critical elements of the Employee's position involved in each instance of unacceptable performance.

(4) that the Employee has the opportunity to be represented, as appropriate, by a steward of the Local or by an attorney;

(5) that the Employee will have 10 days to prepare and present an oral and/or written response, and will receive a written decision 30 days after the expiration of the notice period.

e. If the appropriate management official does not take the proposed action, and the Employee's performance continues to be acceptable for one year from the date of the notice, the proposal and all material upon which it was based will be removed from BLM records.

f. If an Employee is demoted or removed, he/she will be notified of the right to appeal the action to the MSPB or pursue it through the negotiated grievance procedure, but not both.

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ARTICLE 13

DISCIPLINE

Section 1. General:

- a. The MDO and the Local agree that discipline against all Employees will be in accordance with applicable rules, laws, regulations (including DM 370 752, 3, Appendix A), and this Article and will be for such cause as will promote the efficiency of the Federal Service.
- b. A disciplinary action for the purposes of this Article is defined as a written reprimand, or a suspension from employment for 14 calendar days or less that is documented in the Employee's Official Personnel Folder (OPF).
- c. The MDO will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.

Section 2. Procedures: If the MDO proposes to suspend an Employee (The definition of Employee for purposes of this Section is contained in 5 CFR 752.201.) for 14 calendar days or less, the following procedures will apply:

- a. The MDO will provide the Employee with advance written notice, stating the reasons for the proposed action with sufficient specificity to enable the Employee to prepare a response.
- b. The Employee may respond orally and/or in writing, including the opportunity to furnish affidavits and/or other documentary evidence in support of the response. Normally, the Employee will be allowed seven days, or other amount of time which is reasonable, to prepare a response. Extensions of this time period may be granted if requested in writing by the Employee for demonstrated and valid reason(s). The MDO will decide on a case-by-case basis depending on the merits.
- c. The notice will advise the Employee of the opportunity to be represented, as appropriate, by a steward of the Local, or by an attorney.
- d. The appropriate management official will issue a final written decision as soon as practicable, stating the specific reasons, including a statement of the Employee's entitlement to grieve as provided for in this Agreement.

Section 3. Letters of Reprimand will be maintained in the OPF for a period not to exceed two years. The Employee's response to this letter will also be maintained in the OPF. A statement informing the Employee how long the letters will be maintained in the OPF and the Employee's entitlement to grieve as provided for in this Agreement will be specified in the Letter of Reprimand.

Section 4. Copies of the notice of proposed action, the answer of the Employee if written, a summary if made orally, the notice of decision and reasons therefore, and any order affecting the reprimand or suspension, together with any supporting material, will be maintained by the MDO consistent with file retention direction and will be furnished to the Employee affected upon request.

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ARTICLE 14

ADVERSE ACTIONS

Section 1. General:

a. The MDO and the Local agree that Adverse Actions against Employees will be in accordance with applicable rules, regulations (including DM 370 752, 3 Appendix A), and this Article and will only be taken for such cause as will promote the efficiency of the Federal Service. Employees covered by this Article are defined in 5 CFR 752.401.

b. An adverse action for the purposes of this Article is defined as:

(1) a removal;

(2) a suspension for more than 14 calendar days;

(3) a reduction in grade or pay where 5 USC 5362 and 5363 are not applicable;

(4) a furlough of 30 calendar days or less.

c. In addition to other statutory and regulatory exclusions, this Article does not apply to actions based on unacceptable performance which is covered under 5 USC 4303, or Reduction in Force under 5 CFR 351.

d. The MDO will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.

Section 2. Procedures: In all cases of adverse actions:

a. An Employee is entitled to at least 30 calendar days advance written notice of the proposed action, unless there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed. This notice will state the reasons for the proposed action with sufficient specificity to enable the Employee to prepare a response.

b. The Employee may respond orally and/or in writing, including the opportunity to furnish affidavits and/or other documentary evidence in support of the response.

Normally, the Employee will be allowed fourteen calendar days, or other amount of time which is reasonable, to prepare a response. Extensions of this time period may be granted if requested in writing by the Employee for demonstrated and valid reason(s). The MDO will decide on a case-by-case basis depending on the merits.

c. The notice will advise the Employee of the opportunity to be represented, as appropriate, by a steward of the Local or by an attorney.

d. Upon request, the Employee and/or representative will be given access to copies of all the material relied on to support the reasons in the advance notice of proposed adverse action. This material will be provided to the MSPB upon its request.

e. The Employee is entitled to a written decision and the specific reasons thereof at the earliest practicable date.

Section 3. Appeal Rights: An Employee against whom an adverse action is taken under this Article is entitled to appeal to the MSPB or file a grievance under the negotiated grievance procedure, but not both.

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ARTICLE 15

TRAINING

Section 1. General Procedures: It is the Employee's responsibility to maintain proficiency in connection with assigned duties. The efficiency of operation, conduct of training, and development activities for Employees are the responsibilities of the MDO.

When a need is suggested by an Employee or otherwise determined by the MDO, training may involve such approaches as cross training, directed reading, learning center usage, correspondence, on-the-job training, formal classroom training, and resident and non-resident courses. Training recommendations, including attendance at Government expense, will be based on needs identified when developing the annual training plan, however, additional training needs may be evaluated as they occur. Matters related to training are appropriate topics for discussion by the Labor Management Committee. When training is provided at Government expense, Employees are expected to take full advantage of opportunities presented to further their proficiency.

Section 2. Training for Temporary Employees: Temporary employees should be qualified to perform their duties when they are hired into their positions. However, if additional training is necessary to better perform current duties and cannot be provided within-District or by other local sources, training requests will be considered on a case-by-case basis by the Area Manager or Division Chief. Training opportunities for temporary employees should be based on the expected short-term benefits to the Government. If additional training is necessary and approved, the MDO will pay tuition,

travel, and per diem. The MDO will not pay for off-District training, including meetings, conferences, and workshops, or an extended training course, i.e., college course, which is not critical to the performance of the temporary employee's current duties.

Section 3. On-the-Job Training: If an Employee is assigned to train an Employee, the appropriate management official may, if necessary, provide additional help in the position to compensate for the time spent training the Employee. If an Employee's work falls behind due to training another Employee, the appropriate management official may provide help to bring the work up-to-date, modify the Employee's plan for evaluating performance to reflect the new level, or take other appropriate actions to assure that a training assignment does not reflect poorly on the overall work assignment of an Employee.

Section 4. Scheduling: When practical, the MDO may schedule work related training courses, seminars, conferences, and meetings during working hours to allow Employees to attend and gain information, education, and training. Official time may be provided to employees attending mutually beneficial training for which the MDO is not providing tuition and/or travel.

Section 5. After Hours Training Expenses: Employees share responsibility for their own career development and are encouraged to take advantage of such courses on their own time. Requests for tuition reimbursement of such training must be submitted 30 days prior to registration if the employee wants advance tuition assistance and will be approved or disapproved within seven days of registration whenever possible. This program is dependent on the availability of funds.

Section 6. Publicity: The MDO will publish available training opportunities for all Employees. Employees are encouraged to review the published opportunities and to bring to their supervisor's attention those that would improve their job performance. The criteria and process for selection of Employees for training will be provided in writing to the Employees and Local. All employees will be equally considered against MDO identified needs when applying for training.

Section 7. Records: Employees are encouraged to keep a personal personnel folder current and complete to fully reflect total employment experience, training and education.

Section 8. Use of Equipment: The MDO agrees to make available to all Employees enrolled in approved training courses academic aids such as desk calculators, computers, and standard electric typewriters, if available within their work areas, for use on the premises of the MDO at mutually agreeable times during the Employee's non-duty hours.

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ARTICLE 16

AWARDS

Section 1. The goal of the Department of Interior (DOI) Awards and Recognition Program is to encourage Employees to maximize their individual efforts in contributing to the mission of the MDO. The Local may make recommendations to the MDO through the Labor Management Committee.

Section 2. The MDO agrees to make available to all Employees information which outlines the goals and procedures of the Awards and Recognition Program.

Section 3. The MDO will provide a list of Employees who received incentive awards in the previous rating year to the Local upon request. The list will contain the Employee's name, type of award, or cash amount if applicable.

Section 4. Each resource area and division will fairly administer the DOI award policy.

ARTICLE 17

MERIT SYSTEMS--PROMOTION AND DETAIL

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

Section 2. Vacancy Announcements: The qualification requirements and selective placement factors considered in filling positions by merit promotion will be published in the vacancy announcement.

Section 3. Details: Details are intended for meeting temporary needs of the MDO's work program, emergencies, cross training, pending the selection of an incumbent, classification of new duties, or for other valid reasons. Details of more than 90 days, whether a temporary promotion or not, will be advertised by an internal interest announcement. These positions will have a classified position description in place before an interest announcement is advertised.

Section 4. Collateral Duties: Collateral duties (a minimum of 20% of an Employee's time) which are not within the scope of an existing position description will be advertised by an internal interest announcement. Permanent collateral duties should be added to the position description.

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ARTICLE 18

EQUAL EMPLOYMENT OPPORTUNITY

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

Section 2. The MDO and the Local agree that no Article in this contract will preclude the MDO from satisfying its Federal Equal Opportunity Recruitment Program responsibility as set forth in Section 310, Public Law 95-545.

Section 3. Employees believing that they have an EEO complaint may process their complaint through the Departmental EEO complaint process or through the negotiated grievance procedure, but not both.

Section 4. The MDO will provide the Local with a copy of the Equal Employment complaint procedure.

ARTICLE 19

EMPLOYEE ORIENTATION

All new Employees will be informed by the MDO/Union of their Bargaining Unit status with Local 2023 of the American Federation of Government Employees and that the union is the exclusive bargaining agent. Temporary employees on their first appointment are not represented by the Bargaining Unit. The Local will provide to the MDO a list prepared by the Local of all officers, stewards, and any other representatives designated by the Local. This list, if provided, will be included in all new employee packets which are sent to new Employees before they report to the MDO.

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ARTICLE 20

EMPLOYEE ASSISTANCE

Section 1. The MDO and the Local mutually recognize the benefits of the Employee Assistance Program. The Local and the MDO will publicize the program on an annual basis. The MDO will use a memorandum to all Employees. The Local will use the

Local's newsletter and bulletin board. The MDO will provide the Local with content and updated information regarding this program. The LMC may consider adjustments and changes to the Employee Assistance Program.

Section 2. The Employees Assistance Program (EAP) is designed to assist employees and family members with a variety of situations that impact quality of life, such as: alcohol or other drug abuse, family or other relationships, legal or financial situations, emotional or psychological problems, and critical incidents or other stresses. The same consideration, offer of assistance and specific services will be provided irrespectively of the nature of the employee's problem.

Section 3. Employees are encouraged to voluntarily use the EAP to identify and manage problems before they reach a crisis level.

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ARTICLE 21

HOURS OF WORK

Section 1. It is the policy of the MDO to utilize various types of work schedules permitted by Bureau policy and procedures for the purpose of maintaining and improving work force efficiency, productivity and service to the public; reducing costs; and providing flexibility for meeting employees' needs and enhancing or improving morale.

Section 2. The MDO endorses the work schedule opportunities for employees described in BLM Manual 1400-610 - Hours of Duty. Employees are encouraged to become familiar with this manual section. Work schedules of individual employees and/or groups of employees will be based on the overall work unit objectives and needs. Employees' preferences will be accommodated to the extent possible. All Employees may apply for any work schedule presently described in this manual section. The MDO may not deny an Employee the opportunity to participate in an alternative work schedule without adequate justification. The MDO will approve work schedules on a work unit basis for individual employees and/or groups of employees based on the work unit objectives and employees' preference, unless such a work schedule would:

- a. reduce productivity;
- b. diminish service;
- c. increase cost; or
- d. otherwise hamper operations (e.g., place an unfair workload on another employee(s), pose a health hazard).

A scheduled tour of duty is required for each employee regardless of which work schedule is used and must be approved in advance by the employee's supervisor. The scheduled tour of duty and any subsequent changes are authorized on BLM Form 1400-72.

Section 3. The MDO may be required to limit work to 8 hours or change work schedules on a given day when weather, workload, public needs or other conditions warrant the change, but will not make adjustments or schedule changes for the sole purpose of avoiding overtime or other premium or extra compensation.

a. The MDO retains the right to assign employees to particular shifts and determine the length of the shifts. The MDO may, in some situations, require an employee to convert to a basic work schedule for work related reasons or to curb abuses. The MDO will provide the employee the reason(s) for the schedule change at least one pay period before the change would be implemented. The Union will be notified if such a decision is necessary.

b. The MDO may terminate Alternate Work Schedules at any time if it determines that they are:

(1) reducing productivity;

(2) diminishing service;

(3) increasing costs; or

(4) otherwise hampering operations (e.g., place an unfair workload on another employee(s), pose a health hazard).

The Union retains the right to I&I Bargain in accordance with Article 7 of this Agreement.

Section 4. The MDO has approved the use of two types of alternate work schedules: flexible and compressed work schedules. Approved flexible schedules are gliding, variable day, variable week, and maxiflex. Approved compressed schedules are the 4-10 and the 5/4-9.

Traditional work schedules are those which were available prior to the passing of alternate work schedule legislation and include the basic work schedule and the first 40 hours of duty. The basic work schedule will consist of 40 hours normally spread over consecutive days Monday through Friday. The MDO 's office hours start at 7:45 a.m. and end at 4:30 p.m.

Core time consists of designated hours and days during the biweekly pay period when an employee on an alternate work schedule must be present for work, or working in a pay status at an authorized location. The core time band hours for the MDO are Tuesday through Thursday, 9:00 a.m.-2:30 p.m. with a lunch period from a minimum of one-half

hour to one hour scheduled approximately at the midpoint of the work shift. The lunch period may be waived only for employees working less than a full shift (six hours or less). Employees may extend the lunch period subject to their supervisor's approval as long as the work requirements are met. Exceptions to the MDO core time bands may be granted by the supervisor on a case-by-case basis as long as the work requirements are met and 80 hours are accountable during the pay period.

Flexible time bands are that part of the working hours during which employees may choose their time of arrival and/or departure from the work site or other authorized location. The normal flexible time bands for the MDO are Monday through Friday, 6:00 a.m. to 9:00 a.m. and 2:30 p.m. to 6:00 p.m. Exceptions to the MDO flexible time bands may be granted by the supervisor on a case-by-case basis as long as the work requirements are met and 80 hours are accountable during the pay period.

Section 5. Breaks: Employees will be allowed a 15 minute work break each morning and afternoon. These breaks will not be used to extend the lunch period or shorten the work day so as to leave before the normal dismissal time, but will be arranged around the midpoint of morning and afternoon. Field Employees may use commercial establishments for breaks if:

- a. the establishment is on the direct route to or from the job site; and
- b. no more than the allotted 15 minutes is taken.

Section 6. When per diem is required to accomplish a work schedule, the MDO will attempt to give Employees enough advance notice to obtain a travel advance for the travel, or make other arrangements. Employees are responsible for requesting any necessary travel advances.

Section 7. Employees are required to perform overtime work when directed by the MDO. The first consideration for overtime will ordinarily be given to those Employees who are normally assigned to do the work. In the event an Employee does not desire to work overtime, the MDO will attempt to accommodate his/her request. Employees authorized overtime will be compensated in accordance with applicable laws and regulations. The Local may request a list of overtime distribution for Employees showing their overtime for the year from the MDO.

Section 8. Travel to and from training and job sites will be governed by laws and regulations. Compensation will be according to applicable regulations.

Section 9. Compensatory Time: GS Employees will not be required to work extended hours for compensatory time if their basic rate of pay is equal to or less than that of a GS-10, step 10. If their basic rate of pay is higher than a GS-10, step 10, the MDO may elect to require them to work for overtime or compensatory time. (See 5 CFR 550.114(c).)

ARTICLE 22

LEAVE

Section 1. Annual Leave: The decision to grant annual leave will be made in light of the needs of the BLM with due consideration also given to the needs of the Employee. Employees will state in advance the desired times of their annual leave. Annual leave which is requested in advance will normally be approved by the supervisor.

The Employee has the responsibility to work with his/her supervisor to determine when a response to the request will be forthcoming in order to make appropriate plans. If no written approval has been granted in a reasonable time, the Employee may request consideration of the matter by the second level supervisor.

Notification of denial of annual leave will be made in writing as soon as the supervisor is aware of the work situation that would require it to be denied. The Employee may request reconsideration of this decision by the next level supervisor.

If the Employee is not satisfied with a determination regarding the request for annual leave, the Employee may grieve the issue under the negotiated grievance procedure.

Section 2. Sick Leave/ Sick Leave for Family Care: Sick leave may be used when the employee: received medical, dental, or optical examination or treatment; is incapacitated for the performance of duties by sickness, injury, pregnancy and confinement or to provide care for a family member who requires help with illness; injury; pregnancy; childbirth or medical, dental or optical examination or treatment. Sick leave may also be used to make arrangements as a result of the death of a family member or to attend the funeral of a family member.

All sick leave of 3 days or more must be documented with a medical certificate, or other administratively acceptable evidence. Details on the amount of sick leave available can be found in the appropriate regulations.

Section 3. Family Medical Leave (Act): Employees are entitled to up to 12 weeks of unpaid leave during any 12-month period for childbirth, adoption, the care of a spouse, child or parent with a serious health condition, or a serious health condition of the employee which makes the employee unable to perform the essential functions of his/her position (5 CFR 630.1203). This leave must be requested in writing and approved in advance. An employee may elect to substitute annual leave, sick leave, or other available leave for any or all of the 12-week unpaid leave period, but the MDO will not require the employee to make any such substitution.

Section 4. Maternity, Paternity, and Adoptive Leave: Annual leave, sick leave, or LWOP may be granted, in accordance with appropriate regulations, to Employees requesting leave for these purposes.

Section 5. Leave Without Pay (LWOP): Employees who do not have leave to their credit and demonstrate a need to take leave for emergencies or other necessary purposes, and Employees who do have leave to their credit, but for some reason, choose not to use it, may request LWOP. The decision to grant LWOP will be made in accordance with applicable regulations.

Section 6. Administrative Leave: Administrative leave may be granted in accordance with appropriate regulations and procedures at the MDO's discretion for such activities as: blood donation, civil defense drills, registering to vote, voting, as well as when the MDO shuts down due to circumstances beyond its control.

Section 7. Absent Without Leave (AWOL): An absence from duty that is not authorized or approved or for which a leave request has been denied is properly charged as AWOL. AWOL is not considered a disciplinary action nor does it mean that the Employee has no reason for requesting leave. It means that the Employee's presence is required and the reason for requesting leave is one for which approval is not granted. Disciplinary action may be taken, but is not required.

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ARTICLE 23

FLEXIBLE WORKPLACE

Section 1. General: Both the MDO and the Local agree that under certain conditions the flexible workplace concept can be advantageous to both the Federal Government and Employees of the MDO. Working at home or other alternative work sites must be in accordance with OPM and other General Accounting Office requirements.

Section 2. Criteria: Proposals submitted by an employee for consideration must demonstrate that the following criteria are met:

- a. The performance of the work at home or other alternate workplace must be advantageous to the Federal Government and not solely for personal choice or convenience.
- b. Performance of duties does not require close supervision.
- c. It must be determined that the use of an alternate workplace will not reduce productivity, diminish customer service, increase cost, or otherwise hamper operations.

d. A schedule of work time must be developed.

e. A work agreement contract or form in conformance with DOI/BLM guidelines must be signed by the manager/supervisor and the Employee.

Section 3. Other Guidance: Existing rules regarding hours of duty, scheduling work, and overtime apply to the flexible workplace. Established standards regarding pay, leave, and allowances must be followed. Work schedules need to be established to identify the days and times the employee will work in each work setting. It is assumed that part of the work schedule will occur at the official duty station. Standards must be established to provide reasonable assurance that employees are working when scheduled and actual work performance can be measured against established quantity and quality norms. Managers, supervisors, and employees must clearly define specific tasks and expectations.

Equipment required and whether this equipment is to be furnished by the Federal Government or the Employee, including maintenance and servicing of the equipment, must be spelled out in the flexiplace agreement.

Section 4. Procedures: The employee is responsible for initiating a written request for use of an alternate workplace. The request must address items identified in sections 2 and 3, above. The approved agreement will specify the length of time the agreement would be in force. The agreement may be canceled or modified by the manager/supervisor if in the opinion of the manager/supervisor, the conditions of the agreement are not being met. The agreement can be canceled by the Employee at any time. A "Flexible Workplace Work Agreement" form may be established by the MDO and the Union to document requests. Requests may also be submitted that address the above requirements plus other administrative needs. Administrative concerns to be addressed in the agreement include such things as cost to the Federal Government, liability, home inspections, accident or injuries, etc.

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ARTICLE 24

USE OF OFFICIAL FACILITIES AND SERVICES BY THE LOCAL

Section 1. Internal Mail Services: The Local may present mail addressed to the MDM to the mailroom, who will date-stamp, and route it routinely. All mail addressed to the Local will be delivered to the Local's mail box.

Section 2. Bulletin Board: The Local will be assigned the use of one bulletin board for the posting of Union notices and literature. All material will be in good taste and contain no personal attacks. The Local will maintain the bulletin board in a timely fashion, assuring that out-of-date material is removed.

Section 3. Space: A dedicated office will be provided to the Local in both the Medford and Grants Pass office buildings. Mutually acceptable terms of use by others may be negotiated between MDO and the Local at any time.

Section 4. Equipment: The Local may use all technological equipment available in the office.

Section 5. Use of Government-owned or Leased Vehicles: Normally, stewards will conduct their business without the use of a Government-owned or leased vehicle. In unusual circumstances, with the written approval of the Assistant District Manager, Division of Field Services, use of a Government-owned or leased vehicle by the Local may be granted.

Section 6. Copies of the Agreement: Both parties will receive a copy of the contract with original signatures. A copy of the signed contract will also be posted on the Medford District intranet website, along with the list of officers, amendments and MOUs, and periodic newsletters.

Section 7. Policies and Regulations: Manuals, rules and regulations covering Employees, which are on hand in the District Office, will be made available to representatives of the Local. The Local will make every effort to avoid disrupting normal work processes when using this material.

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ARTICLE 25

PAST PRACTICES

Section 1. It is agreed and understood that this Agreement supersedes any prior practices and understanding which were in effect on the effective date of this Agreement at any level (District, Resource Area, Division) and which are specifically covered by this Agreement.

Section 2. For a past practice to be binding on the MDO, it must concern a condition of employment, be clear, be known and consistently followed by both parties for an extended period of time and followed by both parties or followed by one party and not challenged by the other over a substantially long duration, and be consistent with law and Government-wide regulations.

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Effective Date
10/16/2006