



# Collective Bargaining Agreement

between the

Wildlife Inspectors Union AFGE Local 2103

and the

United States Fish and Wildlife Service

Office of Law Enforcement

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## **PREAMBLE**

This collective bargaining agreement is entered into to prescribe certain rights and obligations of the U.S. Fish and Wildlife Service, bargaining unit employees represented by the American Federation of Government Employees AFL-CIO, Local 2103 and Local 2103 itself. It delineates conditions of employment which are designed to meet the special requirements and needs of the U.S. Fish and Wildlife Service. The U.S. Fish and Wildlife Service and Local 2103, American Federation of Government Employees AFL-CIO are dedicated to working together to assure successful mission accomplishment for the U.S. Fish and Wildlife Service and fair and equitable conditions of employment for Employees in the bargaining unit. The U.S. Fish and Wildlife Service and Local 2103, American Federation of Government Employee AFL-CIO are committed to building and maintaining a cooperative and constructive working relationship.

## **ARTICLE 1: RECOGNITION AND COVERAGE**

### **Section 1. Parties to the Agreement**

The parties to this Agreement are the U.S. Fish and Wildlife Service (Agency) and the American Federation of Government Employees AFL-CIO, Local 2103 (Union). It is understood that the term Agency when used in the context of this agreement will generally refer to U.S. Fish and Wildlife Service.

### **Section 2. Unit of Recognition**

The unit of recognition covered by this Agreement is as certified by the Federal Labor Relations Authority (FLRA) in Certificate No. BN-RP-09-0020, issued September 10, 2009, and any subsequent amendments or certifications. The certification is Appendix D to this agreement. The unit is defined as follows:

Included: All Wildlife inspectors employed by the Department of Interior, U.S. Fish and Wildlife Service, Office of Law Enforcement, Arlington, VA.

Excluded: All other nonprofessional employees, professional employees, supervisors, managers, management officials and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

### **Section 3. Coverage of the Agreement**

This Agreement covers only those positions included in the bargaining unit. Where the term "employee" or "employees" is used, it is understood that it includes only bargaining unit employees unless otherwise expressly stated.

### **Section 4. Unit Clarification**

The Agency will notify the Union when it determines to change a given position's bargaining unit status. The notice will be given prior to effecting that change. The union will notify the Agency in advance of its intent to file a representation petition with the FLRA. If the parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the matter may be referred to the FLRA in accordance with law, regulation and this agreement. The Parties understand that the movement of an individual employee to a position excluded from the bargaining unit is not subject to this provision. If the Agency determines to change an employee's bargaining unit status, and may retain that employee on dues withholding until the status is resolved, it shall make every legal effort to do so.

## ARTICLE 2: DUES WITHHOLDING

### Section 1.

Employees in the bargaining unit may submit a written assignment (Standard Form 1187), on a voluntary basis, which authorizes the Employer to deduct dues of the Union from the pay of an employee. Any such allotment shall be made at no cost to the exclusive representative or the employee.

### Section 2. The Union agrees to assume responsibility for:

- A. Purchasing and distributing to its members Standard Form 1187.
- B. Notifying the appropriate U.S. Fish and Wildlife regional human resources servicing office in writing of:
  - 1. The names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with this Article.
  - 2. The name, title, and address of the allottee to whom remittance should be sent, including how the check should be made out,
  - 3. Any change in the amount of membership dues; and
  - 4. The name of any employee who has been expelled or ceases to be a member in good standing in the Union within five (5) workdays of the date of such final determination.
- C. Forwarding properly executed and ratified Standard Form 1187 to the appropriate U.S. Fish and Wildlife regional human resources servicing office on a timely basis: and
- D. Promptly forwarding an employee's revocation (Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues, Or Memorandum) to the appropriate U.S. Fish and Wildlife regional servicing human resources office when revocation is submitted to the Union.

### Section 3. It is understood that the Employer is responsible for:

- A. Processing a certified and verified allotment Form 1187 which will be effective at the beginning of the first pay period following receipt in U.S. Fish and Wildlife regional human resources servicing office, and will continue in effect until the allotment is changed or terminated in accordance with the provisions of Section 3 and 4.
- B. Withholding new amounts of dues upon certification from the authorized official of the Union so long as the amount has not been changed during the past 12 months:
- C. Transmitting the remittance check to the allottee designated by the Union, and a listing of the names of each bargaining unit employee who has authorized an allotment including the amount of each member's deduction for dues.

Section 4. Parties to this Agreement agree that:

- A. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each 12 months;
- B. The Agency will advise the Union's Secretary of any change in the regional human resources servicing office affecting dues withholding.
- C. Revocation of dues by an employee shall become effective at the beginning of the first full pay period following the annual anniversary date the employee began dues withholding. The request for revocation must be submitted thirty (30) days prior to this anniversary date.
- D. It is agreed that upon receipt of the Standard Form 1187, the U.S. Fish and Wildlife regional human resources servicing office will act promptly to process the request.
- E. Administrative errors in remittance checks will be corrected and adjusted as soon as possible. If the Union is not scheduled to receive a remittance check, after discovery of such error, the Union agrees to refund the amount of the erroneous remittance as soon as possible. If dues were not deducted from the employee's pay, the employer will take corrective action consistent with applicable law and decisions of the FLRA and the federal courts.

## **ARTICLE 3: DURATION AND DISTRIBUTION OF AGREEMENT**

### **Section 1. Effective Date**

This Agreement will be implemented and become effective when it has been executed by the parties, ratified by the Union and submitted to the Agency head and reviewed and approved pursuant to 7114(c) of 5 USC Chapter 71.

### **Section 2. Duration of Agreement**

- A. This Agreement shall remain in full force and effect for a period of three (3) years after its effective date. Thereafter, it shall be automatically renewed for one (1) year periods unless either party gives the other party notice of its intention to renegotiate this Agreement no less than sixty (60) nor more than one hundred twenty (120) days prior to its termination date.
- B. In accordance with law, if renegotiation of a successor agreement is in progress but not completed upon the termination of this Agreement, the terms and conditions of employment of employees in the bargaining unit provided in this Agreement will be extended until the successor agreement is effective except as stated in Section 3.
- C. Nothing in this agreement may be construed to deny an Agency statutory prerogative under Chapter 71 of Section 5 of the U.S. Code.

### **Section 3. Amendments and Modifications**

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

### **Section 4. Distribution of the Agreement**

The Agency shall furnish a complete and edited electronic copy of the agreement to the Union. The agreement shall be posted in an electronic medium or media that ensures each bargaining unit employee shall have access.

## ARTICLE 4: THE EFFECT OF LAW, REGULATION, POLICY AND PRACTICE

### Section 1. Relationship to Laws and Regulations

This Agreement is subject to the provisions of existing laws and the regulations of appropriate authorities, including policies and regulations set forth by the United States Office of Personnel Management, United States Department of Interior and U.S. Fish and Wildlife in existence at the time this Agreement is approved.

### Section 2. Provisions Made Invalid

Should any Federal law or court hold any provisions of this Agreement invalid, it shall immediately be deemed inapplicable. Either party may offer proposals on the issue according to Article 39 of this Agreement. Unaffected provisions of the contract will remain in effect.

### Section 3. Merit Systems Principles

- A. In the administration of all matters covered by this Agreement, the Agency, the Union and bargaining unit employees are governed by existing and future laws and existing and future government-wide regulations implementing 5 U.S.C. 2302 (Merit Systems Principles).
- B. For the duration of this Agreement, it will have the full force and effect of regulation within the bargaining unit. Where existing provisions of Agency regulations are in conflict with this Agreement, the provisions of the Agreement shall govern unless otherwise stated in this Agreement. During this period, the Agreement will be modified at the mutual agreement of the parties, by the passage of legislation, by the issuance of Office of Personnel Management or other government-wide regulations implementing 5 U.S.C. 2302. When the Agreement expires, provisions of Office of Personnel Management or other government wide regulations in effect on that date are controlling.

### Section 4. Subsequent Agreements

The requirements of this Article shall apply to all subsequent supplemental, implementing, or subsidiary agreements between the Parties.

### Section 5. Statutory Rights of the Parties

Such rights as are accorded the parties by the provisions of Title 5 of the United States Code, Part III, Subpart F, Chapter 71, as amended (5 U.S.C. §7101-§7134-5) are recognized by the parties as binding upon each for the duration of the appropriateness of the bargaining unit.

## Section 6. Past Practices

Laws, government wide regulations, Office of Personnel Management, Department of Interior and U.S. Fish and Wildlife policies and regulations, and this Agreement take precedence over workplace practices. The party alleging that a practice exists bears the burden of establishing, at a minimum, that:

- A. The alleged practice was clear and applied consistently.
- B. The alleged practice was not a special, one-time benefit or meant at the time as an exception to a general rule.
- C. Both the union and management knew the alleged practice existed and management agreed with the practice or, at least, allowed it to occur.

## Section 7. Effect of the Agreement

- A. If a matter subject negotiation under the provisions of Chapter 71 of Title 5 of the United States Code is addressed by this agreement, there is no further duty on the part of the Agency to address the matter during its life.
- B. The above includes subjects that were proposed, addressed or discussed in the negotiations leading to this agreement. Further, if an overall subject is addressed in the agreement, any distinct feature or element related to the subject that may have been proposed, addressed or discussed is also outside the Agency's duty to bargain pursuant to section 7. A., above.

## Section 8. Management Rights

Management has such rights as are encoded at 5 U.S. Code§ 7106

## Section 9. Interpretation of Policies and Regulations

The Agency reserves the right to determine the interpretation of its policies and regulations. Any third party addressing a matter involving such an interpretation can request an interpretation from the Agency and the Union and may defer to either the Agency's interpretation or the Union's.

## ARTICLE 5: UNION INSTITUTIONAL RIGHTS

### Section 1. General

#### A. Purpose:

1. The parties recognize that good communications are vital to positive and constructive relationships between the Union and USFWS-OLE Management.
2. These communications should facilitate and encourage the amicable settlement of disputes between employees and Management involving conditions of employment and should contribute to the effective and efficient conduct of public business.
3. They further recognize that this bargaining unit is nationwide in scope.

#### B. Designation:

1. The Agency recognizes elected officials of the Union and such stewards as appointed by the Union. The employer further agrees to recognize as representatives of bargaining unit employees of the Union, attorneys, and such other representatives that are duly authorized by the Union subject to 2 – 6 below.
2. Local 2103 will notify the Deputy Director of Law Enforcement in writing upon the effective date of this agreement, annually thereafter, and upon the appointment of new representatives, the names, union positions and duty locations of bargaining unit employees serving as union representatives and in what capacity. Employees are not authorized official time until such notice is provided.
3. With regard to non-unit employees, the union shall provide the name and title of such representatives to the Deputy Director of Law Enforcement prior to their recognition as representatives.
4. Non-unit representatives are not permitted in the offices or work locations of the Fish and Wildlife Service for any purpose without the advance, specific, written approval of the Deputy Director of Law Enforcement.
5. The cost of representation by non-unit employees shall be borne by the Union.
6. The American Federation of Government Employees and Local 2103 are responsible for the conduct of non-employee representative while accessing an Agency work location.

#### C. Access to Agency Facilities:

1. The Union will request the RAC, or designee of the facility to be visited, to permit access of employee representatives not employed at the facility or non-employee representatives no less than two (2) workdays in advance of the visit, the number of visitors, their names, the date and time of arrival, and the approximate length of the visit.
2. Upon receiving authorization for the visit from the RAC or designee, visiting Union representatives duly authorized by the Union may enter the USFWS facility for which authorization was obtained.
3. The Agency will notify the Union of any scheduling problems connected with the visit and the parties will attempt to work out a suitable arrangement. The reason for any refusal of authorization will be explained in writing to the Union.

4. Visiting Union employees, attorneys, and other representatives duly authorized by the Union will conform to the employer's routine rules, hours, security requirements and the terms of this Agreement.

## Section 2. Official Time

- A. The use of official time is contingent on the submission and approval of the Form: Request for and Approval of Official Time found at Appendix C.
- B. For activities associated with the maintenance of an effective labor-management relationship as described in 5 USC 7131(d) and as outlined below, the Union will have one (1) union representative for every Region. If a Region does not have a designated Representative, the Union will assign the duties to another Regional Representative.
- C. Union Representatives shall be provided a bank of official time in the amount of 1040 hours per year of this agreement.
  1. In addition, Union stewards may be excused from duty, workload permitting, drawing from a bank of up to 288 hours over the life of the agreement, to attend training which is designed to advise representatives on matters within the scope of Title 5 USC, and which is of mutual benefit to the Employer and the Union.
  2. The local officers, including President, Vice President, Secretary/Treasurer may use up to one hundred twenty (120) hours per year of this agreement to attend training which is designed to advise representatives on matters within the scope of Title 5 USC and which is of mutual benefit to the Agency and the Union.
  3. The Union representative wishing to attend such training will present a written description of the course to the Employer which demonstrates which portion of the training is mutually beneficial. Training which relates to internal Union business will not be conducted or attended on official time.
- D. If, in any contract year, the rate of official time usage and anticipated workload reveals that the Union expects to exceed the bank of hours, the Union may request additional hours and the Employer may excuse Union officials workload permitting.
- E. In addition to the bank, the Union Secretary/Treasurer will be authorized up to two (2) hours per pay period or up to fifty (52) hours per year to maintain the Union records as required by Law; to prepare and maintain reports required by 5 USC 7120(c); and attend DOL training regarding such reporting.

## Section 3.

Union representatives shall be granted official time for participation in, or on behalf of, the Union in the meetings with the Employer (including time to travel to and from such meetings) described in Section 5 below. If meetings cannot be reasonably conducted electronically, the Employer agrees to pay travel expenses and per diem in accordance with applicable regulations in connection with these meetings.

Section 4. Official time is authorized for the following activities:

- A. Meetings with the Employer concerning personnel policies, practices or other general conditions of employment or any other matter covered by 5 USC § 7114(a)(2)(A);
- B. Meetings to discuss or present unfair labor practice charges or unit clarification petitions;
- C. Oral replies to notices of proposed disciplinary, adverse or unacceptable performance actions;
- D. Meetings for the purpose of presenting reconsideration replies in connection with the denial of within grade increases;
- E. Examinations of employees in the unit by a representative of the Employer in connection with an investigation if:
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - 2. The employee requests representation;
- F. Preparation for grievance meetings and arbitration hearings;
- G. Meetings of committees and/or panels on which Union representatives are authorized membership pursuant to this Agreement.
- H. Preparation and presentation for Merit System Protection Board hearings, EEO hearings, ULP hearings and OWCP hearings, even if the Union is not the employee's designated representative, and;
- I. Any Formal Discussion in accordance with Title 5 USC § 7114(a)(2).
- J. To confer with employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this Agreement;
- K. To prepare for and present grievance and arbitration hearings;
- L. To prepare witnesses for grievance meetings and arbitration hearings;
- M. To review documents associated with representational duties;
- N. To prepare a reply to a notice of proposed disciplinary, adverse, or unacceptable performance action;
- O. To prepare a reconsideration statement in connection with the denial of a within grade increase;
- P. To meet with District and National Staff Representatives of the Union in connection with a grievance, arbitration, or ULP charge;
- Q. To participate in an Authority investigation or hearing preparation as a representative of the Union;
- R. To travel regarding purposes identified in this Article;
- S. To prepare minutes of Labor Management Relations Committee meetings held pursuant to Article 29, "Labor Management Cooperation."
- T. To prepare for meetings of committees and/or panels on which Union representatives are authorized membership pursuant to this Agreement;
- U. To participate in training in accordance with Section 3 of this Article;
- V. To prepare and present appeals and attend meetings and/or hearings in connection with Merit System Protection Board hearings, EEO hearings, ULP hearings and OWCP hearings, even if the Union is not the employee's designated representative;

- W. To prepare for negotiations;
- X. To prepare a reply to a proposed change in personnel policies, practices or other general conditions of employment; and
- Y. For AFGE Local 2103 President, or his/her designated representative, to attend the AFGE Annual Legislative Conference.

#### Section 5. Travel for Representational Purposes

- A. Travel and per diem authorized for Union representatives shall be consistent with applicable travel regulations, Agency travel policies and this Agreement.
- B. Agency telephone and video conferencing systems may be used during official grievance meetings, arbitration hearings, and negotiation sessions to the maximum extent possible to reduce the need for travel.
- C. Travel of union representatives and employees shall be as directed by a court, the Federal Labor Relations Authority or the Federal Service Impasses Panel. Agency and Union grievance meetings, arbitration hearings, and negotiations will normally be held at a mutually agreed location, generally where it is most cost effective to do so.
- D. To help minimize costs, a government owned vehicle, if available, will be used by bargaining unit employee(s) and their Agency employed bargaining unit representative(s) when authorized by the Employer to attend grievance investigations and meetings, arbitration hearings, and negotiation sessions held away from the respective duty stations.

#### Section 6. Administrative Clauses

- A. The use of official time, in accordance with this Agreement is not a consideration in an employee's performance evaluation.
- B. Alleged abuses of official time shall be brought to the attention of the Local President.
- C. Nothing in this article shall affect the authority of any Agency official to take appropriate disciplinary action for the misconduct of an employee serving as a union representative.

#### Section 7. Union Use of Agency Facilities

- A. The employer agrees to help provide the Union with the means to perform its representational functions by allowing the Union representatives (i.e., Union Officers and Union Stewards) to use assigned office space at no cost for representational duties as provided in this Agreement.
- B. The Union President or their designee will be provided, at no cost to the Union:
  - 1. Securable file storage
  - 2. Access, upon request, to private space to conduct representational activities:

3. Use of or reasonable access to the following:
    - a. Fax machine/copier,
    - b. Mailbox assigned to the Union,
    - c. Telephone with voice mail and long distance.
    - d. Lockable filing cabinet,
    - e. Computer and printer with standard software
    - f. Network printer if individual printer is not used in the office,
    - g. Use of the interoffice mail system,
    - h. Space suitable for meetings.
  4. All other representatives, at their assigned USFWS duty station, will, for representational purposes only, be provided: use of or reasonable access to:
    - a. Access to a fax machine/copier,
    - b. Mailbox assigned to the Union,
    - c. Telephone with voice mail and long distance capability,
    - d. Secure file space;
    - e. Computer and printer with standard software
    - f. Network printer if individual printer is not used in the office
    - g. Use of the interoffice mail system, and
    - h. Access to space suitable for private calls and/or meetings.
- C. Upon advance request, the employer will provide the use of its space, at locations that will provide access to unit employees during break and lunch periods and other non-duty hours, for internal Union activities.
1. The Employer agrees to furnish a copy of this Agreement to Local 2103 both in electronic and hard copy format and post a copy on its intranet website.
  2. In subsequent printings and internet postings of the Employer's compiled telephone directory, the Employer will list the designated Union representatives by name, Union position, work address, e-mail address and telephone number.

## **ARTICLE 6: SENIORITY**

- A. Seniority shall be defined as determined by the employee's length of service as a Wildlife Inspector.
- B. In the rare event that two employees share the same length of service, seniority shall be determined by the last four digits of the employee's social security number in order from lowest to highest.
- C. Once the Agency has determined the need for special skills or qualifications, seniority will be the deciding factor for placement on rotating rosters or when conflicts arise between employee requests:
  - 1. In scheduling tours of duty;
  - 2. In scheduling annual leave;
  - 3. In scheduling holidays;
  - 4. In scheduling overtime; and
  - 5. In training opportunities.
- D. The Agency will provide the Union Secretary with the employee's seniority and last four digits of the social security number. The Union will insure that this personal identifying information is used only to resolve disputes between employees and is not generally published.

## **ARTICLE 7: EMPLOYEE RIGHTS**

### **Section 1. Statutory Rights**

In accordance with applicable law and regulation, employees are entitled, freely and without fear of penalty or reprisal, to exercise their right to form, join or assist any labor organization or to refrain from any such activity. The freedom of such employees to assist any labor organization shall be recognized as extending to participation in the management of any such organization and acting for it in the capacity of a Union representative; the right to engage in collective bargaining, with respect to conditions of employment through representatives including the presentation of its views to officials of the Executive Branch, the Congress or other appropriate authority.

### **Section 2. Union Membership**

Nothing in this Agreement, or any supplemental, implementing, subsidiary or informal agreement, shall require an employee to become or remain a member of a labor organization, or to pay money to the labor organization except pursuant to Article 2 of this Agreement.

### **Section 3. Right to Representation**

- A. Employees may contact and communicate privately with a Union representative during duty hours for representational matters.
- B. The employee will be released from duties for a reasonable period when he/she requests assistance from the Union, unless there is a pressing operational exigency.

### **Section 4. Fairness**

Employees shall be treated fairly and equitably

### **Section 5. Respect for Employee Privacy**

- A. When supervisors or management officials have personal discussions with employees regarding their conduct or performance, such discussions will be held in private.
- B. If an employee is to be served with a warrant or subpoena, it will be done in private, in so far as practical and within Agency control.

### **Section 6. Off-Duty Conduct**

- A. Consistent with their oath, law, regulation and the requirements of their position in the Federal service, employees have the right to conduct their private lives as they see fit.
- B. Employees are advised that certain off-duty misconduct may serve as the basis for disciplinary action.

## Section 7. Notice of Representational Right

- A. In accordance with applicable law and regulation, the Agency will notify bargaining unit employees annually of their right to representation during investigatory examinations.
- B. When an employee requests representation in such an examination, the examination shall be postponed a reasonable time to allow for the participation of a Union Representative either in person or by electronic means as available.

## Section 8. Employee Right to Duty Time for Certain Purposes

In accordance with applicable law and regulation, employees who are not Union Representatives will be provided a reasonable amount of duty time, if otherwise in a duty status, for activities to include the following:

- Preparing or presenting grievances under this agreement;
- Providing information in connection with the investigation of a grievance or unfair labor practice charge; Serving as a witness in a grievance or arbitration hearing;
- Preparing a written reply or making an oral reply to a notice of proposed adverse action;
- and,
- Participation in meetings related to this agreement at the request of the Agency.

## Section 9. Managerial Notes

Personal notes or memory joggers prepared by a manager pertaining to an employee, but which do not qualify as a system of records under the Privacy Act of 1974, may only be kept and maintained by and for the personal use of that manager. Personal notes or memory joggers shall not be shown or released to anyone, to include another manager, secretarial or administrative personnel. Employees shall be notified and given a copy of any material placed in their personnel records within three (3) working days.

Employees should acknowledge by a signature receipt of any documents provided. It is understood that such acknowledgement does not constitute agreement with the content of any such document. Other than records that are exempt, any records that have not been disclosed to an employee on a timely basis and placed in the personnel record file may not be used in any disciplinary, adverse action or performance-based action.

## **ARTICLE 8: EMPLOYEE ORIENTATION**

- A. The Agency Policy on New Employee Orientation may currently be found at 230 FW 2.
- B. The New Employee Orientation Program has four components preparing the employee to report to duty; work site orientation; Regional orientation; and the Employee Foundations course.
- C. Prior to reporting for duty, new employees are provided:
  - 1. A supervisor contact
  - 2. A welcome package
    - a. Reporting information
    - b. Orientation video
    - c. New employee orientation Web address
  - 3. Set up of office space and arrangements for information technology (IT) access.
- D. During the first thirty (30) days, new employees are provided:
  - 1. Work site orientation
    - a. Sponsor
    - b. Welcome and introductions from the Agency
    - c. Welcome and introductions from the Union
    - d. Position description
    - e. Supervisor's checklist
  - 2. Regional/Washington Office orientation
    - a. Rights and benefits
    - b. Ethics
    - c. Regional training
    - d. Colleagues/points of contact
    - e. mission; position relevance
    - f. Career development
- E. Within three to twelve (3-12) Months of Hire
  - 1. USFWS Employee Foundations Course (One (1) week at the National Conservation Training Center (NCTC))

## **ARTICLE 9: EMPLOYMENT POLICIES**

- A. The Agency recognizes and is bound by the provisions of 5 CFR, Part 310 addressing the "Restrictions on the Employment of Relatives".
- B. The Agency recognizes and is bound by the provisions of 5 U.S. Code § 2301 addressing "Merit System Principles" with regard to the implementation of Federal personnel management.
- C. The Agency recognizes and is bound by the provisions of 5 U.S. Code § 2302 addressing "Prohibited Personnel Practices" with regard to the taking of personnel actions as described therein.
- D. The U.S. Office of Special Counsel's primary mission is to safeguard the merit system by protecting federal employees and applicants from prohibited personnel practices, especially reprisal for whistleblowing. The Office's website is <http://www.osc.gov/>.

## ARTICLE 10: EMPLOYEE NOTICES

### Section 1.

The Union will be provided copies of Office of Law Enforcement (OLE) Wildlife Inspector specific notices prior to or upon release to the bargaining unit. Joint notices will be discussed, agreed upon and signed by both parties prior to release to the bargaining unit.

### Section 2.

OLE notices will be sent by e-mail to bargaining unit employees.

### Section 3.

#### A. In accordance with 5 USC 7114 (a)(2):

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

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

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if -

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.

(3) Each agency shall annually inform its employees of their rights under paragraph (2)(B) of this subsection."

#### B. Employees shall be notified of this right by electronic mail.

Section 4. This contract serves to notify Wildlife Inspectors that Agency policy regarding standards of conduct may be found at 212 FW 1. Training concerning standards of conduct may be found at DOI Learn and <http://www.doi.gov/ethics/regs2.html>.

Section 5. This contract serves to notify Wildlife Inspectors that they may find information including contact information concerning the Office of Inspector General, U.S. Department of Interior <http://www.doioig.gov/>.

## ARTICLE 11: EMPLOYEE TRAINING AND CAREER DEVELOPMENT

### Section 1. Authority

Training and Career Development are subject to Part 231 FW 1-5 and Part 232 FW 2 of the Fish and Wildlife Manual.

### Section 2. General

- A. The training and development of employees is important in carrying out the mission of the Agency.
- B. The employer is responsible for ensuring that all employees receive the training and development necessary for improvement of the workforce.
- C. Employee training and development will be administered in accordance with all applicable laws, rules, regulations, and the provisions of this agreement.

### Section 3. Basic Training

The Agency has determined to implement Part 232 FW 2 of the Fish and Wildlife Manual.

### Section 4. Individual Development Plans

- A. Each employee shall be encouraged to establish an annual Individual Development Plan (IDP).
- B. An IDP is developed between supervisor or other Agency-designated management official and employee to assist an employee's professional and career development.
- C. The primary emphasis of the plan is to address the competencies (or knowledge, skills, and abilities) needed by the employee in his/her current position.
- D. Plans shall establish appropriate goals for employee development.

### Section 5. Tuition Assistance

- A. Tuition assistance is available to Wildlife Inspectors.
- B. Tuition assistance for college courses is subject the relevance of the course to the employee's position and the availability of funds.
- C. 5 USC §4107 provides that federal funds may be used to pay for or reimburse employees for the cost of academic degree training at an institution that is accredited by a nationally recognized body if the training:
  - 1. Contributes to a planned, systematic, and coordinated program of professional development,
  - 2. Significantly meets an identified agency, administration, or staff office training need,
  - 3. Is preplanned rather than ad hoc,
  - 4. Will produce measurable improvement in either individual or organizational performance,

5. will not be used for the sole purpose of providing an employee an opportunity to obtain an academic degree or to qualify for appointment into a particular position for which the academic degree is basic requirement, and
6. Is related to the employee's current position and duties.

## **ARTICLE 12: EMPLOYEE PERSONNEL RECORDS**

### Section 1. Official Personnel File

- A. The Agency maintains the Official Personnel File (OPF) for bargaining unit employees electronically through the Electronic Official Personnel File (EOPF) program.
- B. The employee may access his/her OPF online.
- C. The employee will be provided training materials covering the use of the program.
- D. Employees may submit information to update their OPFs, including information regarding work experience, training, etc. in accordance with "EOPF" guidelines.

## **ARTICLE 13: EMPLOYEE PROTECTION AND SECURITY**

### Section 1.

The Agency policy concerning Physical Security in Service Facilities may be found in the Fish and Wildlife Manual (432 FW 1).

### Section 2.

The Agency agrees to provide a safe and secure working environment for employee.

### Section 3. Employees are responsible for:

- A. Safeguarding Government property from damage, loss, and destruction by adhering to the facility physical security procedures and Part 310 (Personal Property) of the Service Manual;
- B. Reporting suspicious activities or any personal or physical security incident or threat to their immediate supervisors;
- C. Informing supervisors whenever they intend to access or remain at the workplace outside of normal working hours; and
- D. Reporting missing or stolen equipment and articles that may have security significance such as, but not limited to, desktop computers, laptops, flash drives, license plates, uniforms, identification badges, etc.

### Section 4.

Employees faced with a threat presented by an individual during the normal course of duty will receive appropriate assistance from the Agency.

### Section 5.

When an employee is threatened as a result of the normal performance of duty, the Agency will take action to protect the employee and his/her family, if affected. Such action may include but is not limited to actions that would preserve the employee's anonymity and/or removing the employee from the threatening environment during the duration of the threat, if appropriate.

### Section 6.

- A. The Agency shall reimburse 50% of the cost of Professional Liability insurance or \$150.00 per year, whichever is greater, for bargaining unit members.
- B. Employees will submit claims on an annual basis.

## Section 7.

In the event an employee's Personally Identifiable Information is lost or compromised, the Agency shall notify employees immediately upon its awareness of the loss or compromise. Providing the notice does not compromise an investigation or is outside of the Agency's control. The Agency will ensure that affected employees receive this notification.

## ARTICLE 14: EMERGENCY PREPAREDNESS

### Section 1.

- A. Agency policies concerning emergency operations may be found at 090 FW 1.
- B. Regarding this policy, employees must:
  - 1. Protect their safety and health and that of others, if feasible, when dealing with an emergency situation (e.g., contacting first responders for assistance);
  - 2. Follow their station's emergency or disaster action plan;
  - 3. Provide current emergency contact information to their supervisors when that information changes (employees shall provide emergency contact information on the Employee Express Web site); and
  - 4. Complete required emergency management training courses for their positions, roles, and responsibilities (see section 2.9 of the policy).

### Section 2.

- A. Agency policies concerning Continuity of Operations (COOP) may be found at 090 FW2
- B. Regarding this policy, employees are responsible for:
  - 1. Becoming familiar with the purpose and objectives of the COOP program;
  - 2. Working with their managers/supervisors to fully understand their roles and responsibilities during COOP plan activation, including employee accountability and any required training;
  - 3. Understanding how the Service will inform and instruct them during an emergency;
  - 4. Remaining accessible to managers/supervisors and being prepared to resume work at any time (from a temporary worksite location if necessary), even during periods of excused absence;
  - 5. Providing current contact information to supervisors in case of an emergency; and
  - 6. Updating emergency contact information in Employee Express, as needed.

## **ARTICLE 15: INCLEMENT WEATHER OR EMERGENCY CONDITIONS**

- A. When it becomes necessary to close any duty station because of inclement weather or any other emergency condition developing during working hours, whether an employee should or should not be charged leave for an absence depends upon the employee's duty or leave status at the time of dismissal:
  - 1. If the employee was in a duty status and was excused, there is no charge to leave for the remaining hours of the work shift following excusal.
  - 2. If the employee was scheduled to report for duty and dismissal is given before the employee can report, leave is charged until the time set for dismissal.
- B. When a duty station or an assigned site away from the duty station is open, but inclement weather or other emergency conditions affecting travel to the duty station or an assigned site away from the duty station prevents an employee from getting to work on time or not at all, the employee may be granted administrative leave on a case-by-case basis, provided that the employee presents a reasonably acceptable explanation and/or documentation related to the inclement weather or other emergency conditions to the supervisor.
- C. In those individual instances where an employee needs to advise management of inclement weather conditions existing in their area, employees will contact their supervisor as directed.
- D. The Agency may excuse, on an individual basis, employee tardiness of less than two (2) hours when emergency conditions exist.

## **ARTICLE 16: PERFORMANCE MANAGEMENT AND AWARDS**

### **Section 1. Authority and General Provisions**

- A. The Performance Management System is established by Department of Interior policy as set forth in Departmental Manual Chapter 430 Performance Management System and supplemented by Fish and Wildlife Manual 224 FW1 Performance Management System.
- B. The Awards Program is established by Department of Interior policy as set forth in Departmental Manual Chapter 451, Subchapters 1-6 Awards and supplemented by Fish and Wildlife Manual 224 FW 2-6 addressing the Awards and Recognition Program.
- C. Should the Agency determine to revise the Performance Management system applicable to Wildlife Inspectors, it will notify the Union and proceed in accordance with the requirements of this agreement.
- D. General
  - 1. Accomplishment of the Agency mission should be achieved in an environment that recognizes the value of its employees and the importance of teamwork. The employee performance management system shall be applied in a manner that is consistent with law and regulation, fair, equitable, reasonable and reasonably related to the employee's position description.
  - 2. The purpose of the performance management system is to provide a framework to ensure honest feedback and open, two-way communications between employees and their supervisors (or other rating officials).
  - 3. The system focuses on contributions within the scope of the employee's job in achievement of the Agency's overall service mission.
  - 4. Accomplishment of objectives is intended to be achieved within a teamwork environment.
  - 5. The main emphasis of this system is day-to-day interaction among employees and supervisors which includes the implementation of modern and flexible work practices where the Agency's objectives are emphasized by progressive personnel management.

### **Section 2. Rating Process**

- A. Employee performance appraisal plans should be established and put in place within sixty (60) days of the beginning of the appraisal period, the employee's entrance on duty, the assignment of an employee to a detail or temporary promotion scheduled to exceed one hundred twenty (120) days, the assignment of an employee to a new position, or their assignment to a new or different supervisory position. Employees will meet with their rating official regarding the employee's job functions and responsibilities.
- B. The rating official will present to the employee a proposed performance plan, which contains 1 – 5 critical elements linked to strategic goal(s) as well as the performance standards for each of these elements.
- C. The employee will be given five (5) work days to review the proposed plan during duty time and submit any recommended changes, deletions or additions, as well as justification for the recommendations.

- D. The rating official will again meet with the employee within five (5) work days to present the employee's performance plan and discuss, if requested the reasons why any of the employee's recommendations were not adopted. This discussion may include an opportunity to explain, clarify and communicate the employee's job responsibilities to ensure that there is a clear and common understanding of the duties and responsibilities contained in the employee's position description and performance plan and their relationship to the Agency's mission, and the levels of performance necessary to achieve each summary rating for a given critical or other element. The employee will then sign the performance plan to acknowledge they have received their performance standards.
- E. Bargaining unit employees will receive an annual performance rating for the period October 1, through September 30.
- F. The performance rating will be issued in writing to the employees within thirty (30) days of the end of the assessment period.
- G. New employees must be working under a performance plan as a fully trained Wildlife Inspector for a minimum of ninety (90) days before a rating can be given.
- H. If an employee's performance plan changes less than ninety (90) days before the end of the rating period, the employee will be evaluated based on those parts of the performance plan that had previously been in place.
- I. Rating periods may be extended, up to a maximum of ninety (90) days, if changes to the performance plan are changed shortly before the normal period ends.
- J. A mid-year progress review will indicate to the employee how they are performing against each critical job element and what would be necessary for the employee's performance to improve. This is a narrative conversation between the employee and management; ratings are not assigned at this time. If, at the time of a progress review, the Agency is aware of an instance(s) of performance deficiency, it shall provide that information to the employee at that progress review.
- K. The performance rating given to employees under this performance assessment system is used for a number of purposes:
  - 1. Within-Grade Increases (WGI). An employee must have at least a level 3 "Fully Successful" rating to be eligible for a within-grade increase.
  - 2. Awards. Employees must be level 4 (Superior) or level 5 (Exceptional) for a Special Achievement Cash Award for performance. Employees with a level 5 (Exceptional) rating may be considered for a Quality Step Increase (QSI). Performance based awards are given at management discretion.
  - 3. Career-Ladder Promotions. An employee must be at a level 3 (Fully Successful) or higher to receive a noncompetitive promotion to the next level in the career ladder.
  - 4. This performance rating will be considered in making determinations regarding reductions-in-force (RIF) within the Agency in accordance with Article 43 of this Agreement.
  - 5. To identify systemic changes in operations, work processes, training, teamwork, etc.

### Section 3. Taking Actions Based Upon Unsatisfactory Performance

- A. Supervisors will advise employees of performance deficiencies as within a reasonable time of their occurrence.
- B. In accordance with applicable law and regulation, the following course of action must be taken regardless of whether the employee's performance rating is due:
  - 1. Counseling sessions will be conducted with an employee concerning performance deficiencies and specifically identifying areas of performance that are in danger of failing to meet expectations, explaining the required improvements, and identifying means to successfully attain required improvement.
  - 2. A number of remedial actions are available including but not limited to remedial training, mentoring and work assignments addressing deficiencies.
  - 3. If the employee's performance does not improve as a result of the counseling sessions, the employee will be notified in writing of a Performance Improvement Plan (PIP) to meet expectations.
  - 4. This written notification is a formal warning to the employee that their performance is Unsatisfactory in one or more critical elements. It should establish a period of reasonable length, at thirty (30) days but no more than ninety (90) days, during which the employee is required to improve performance so as to meet expectations.
  - 5. The written notice shall include:
    - a. Identification of each critical element in which performance is unsatisfactory, along with specific examples of deficient performance;
    - b. A statement identifying what the expected performance is on each of those specific critical elements;
    - c. Identification of the assistance which will be provided to the employee to enable the employee to meet expectations;
    - d. Identification of the programs and services available to the employee under the, EAP as appropriate; and
    - e. A statement regarding the performance based action management may take to reassign, demote or remove from Federal service if the employee's performance does not improve to meet expectations and remains at that level throughout the remainder of the rating period.
  - 6. During the opportunity period, the employee shall be periodically counseled. These discussions note improvements and/or continued deficiencies. A record of these counseling sessions shall be kept and a copy provided the employee.
  - 7. If the annual performance evaluation is due during the opportunity period, the rating period will be extended and the employee will be notified of such.

### C. Actions At The End Of The Opportunity Period

1. If the employee's performance has improved to the Minimally Successful level during or at the end of the opportunity period, the opportunity period will be cancelled and the employee informed of such.
2. The employee must sustain the Fully Successful level of performance for one year from the beginning of the opportunity period. If he/she does not sustain performance at this level for the one year period, the supervisor may propose a performance-based action without granting a new opportunity period.
3. If an employee's performance remains Unacceptable at the end of the opportunity period, corrective action will be taken.
4. Adverse Actions Based Upon Unacceptable Performance. Applicable law and regulation recognize an Agency right to initiate an action under the authority of either 5 U.S. Code Chapter 43 or Chapter 75. The Agency shall inform the employee which provision of law shall apply and act in accordance with that provision in taking the action.

## Section 4. Awards

### A. General

1. The parties recognize the importance of teamwork in reaching organizational and Agency goals.
2. The Agency agrees to give due consideration to using group and team awards to foster teamwork and promote overall organizational achievement in recognition of the efforts of groups, organizations, and teams which have enhanced organizational excellence.
3. The Agency has the discretion to use a wide variety of awards to recognize its employees for performance in support of the Agency's mission. These awards may include: performance based cash awards, on-the-spot awards, time-off awards, quality step increases, honorary awards, special act or service awards, suggestion/invention award and non-monetary awards.
4. The Agency shall endeavor to provide awards in a timely manner.

## ARTICLE 17: TRANSIT SUBSIDY

### Section 1. Eligibility

- A. Employees who use mass transportation (bus, light rail, subway, train or authorized vanpool) are eligible to receive a transit subsidy from the employer.
- B. Employees are eligible to receive subsidy equal to 100% of the employee's commuting costs for mass transportation or vanpools, up to the maximum amount authorized by Congress.
- C. The maximum as established will apply to all FWS employees.

### Section 2. Applying

- A. Employees interested in the Transit Subsidy program must complete all required forms and training pursuant to the Department of Transportation and National Business Center requirements. Forms are submitted to the designated Transit Subsidy Coordinator and forwarded to the Department of Transportation for processing.
- B. All forms can be found at: <http://www.nbc.gov/facilities/transportation> subsidy.
- C. The required program training course Transit Benefit Integrity Awareness can be found at: <https://qm2.geolearning.com/geonext/doi/login.geo>

### Section 3. Changes

Any changes to a participant's transit subsidy benefit will be made by completing the required forms and submitting them to the transit subsidy coordinator.

### Section 4. Processing

New and revised (changes) applications are processed by the Department of Transportation in accordance with their established deadlines.

### Section 5. Communication

Program changes, information, updates and new offerings will be announced via LAN messages from the National Business Center and FWS Transit Subsidy Coordinator.

## **ARTICLE 18: RETIREMENT**

### Section 1.

Agency policies and information for employees concerning retirement may be found in the U.S. Fish and Wildlife Service Manual Part 228, Chapter 2.

### Section 2.

Specific information concerning pre-retirement planning may be found at section 2.16 of the above.

### Section 3.

The Agency will provide a two (2) to three (3) day pre-retirement seminar at the regional level. The seminar is an interagency effort open to Fish and Wildlife Service employees. Travel costs will be authorized if the seminar is not available to employees locally.

### Section 4.

U.S. Fish and Wildlife Service Manual Part 228, Chapter 4, establishes policy and procedures to reimburse employees for the costs of personal financial planning services. This includes reimbursement of 50% of the cost of employee acquired services up to \$250.00.

## **ARTICLE 19: UNIFORMS**

### Section 1.

US Fish & Wildlife Inspector uniform requirements are found in FWS Manual 41 FW 4 and 452 FW 1. The purpose of this article is to clarify and or supplement the Agency's policies and procedures related to the wear of required uniforms of all bargaining unit employees.

### Section 2.

The employer will maintain and make information readily available to employees regarding its uniform program. At a minimum, such information will explain in detail, the employee's uniform wear and appearance policies as well as ordering procedures for required uniform components.

### Section 3.

The updated, polo shirt with a cloth badge and agency name and title on the back, will be authorized for wear subject to the conditions specified in Article 21, Safety and Health.

### Section 4.

The employer will issue employees a pin to wear that represents the National flag of the United States of America, while in uniform, to be paid for by the Agency and said pin will be worn centered above the name plate.

### Section 5. Consistent with applicable policy and regulation:

- A. New employees will be authorized up to \$800.00 in their first year of employment as a uniform allowance. There is no carryover of unspent funds past the first year.
- B. After the first year, employees will receive up to \$600.00 as a uniform allowance. There is no carryover of unspent funds from year to year.

### Section 6.

The Agency agrees to address uniform issues in the development of a uniform policy working with the labor management committee to resolve all outstanding issues.

## **ARTICLE 20: WELLNESS PROGRAM**

### Section 1.

- A. Employee wellness and the investment in programs to maintain employee health, contribute directly to sustained productivity and reduction of lost employee time due to illness.
- B. Therefore the Agency will facilitate and/or encourage programs in such areas as weight reduction, stress reduction and management, nutrition counseling, smoking cessation, prevention of injuries and illnesses, health screenings, and exercise.

### Section 2.

The Agency will reimburse the employee for 50% of employees individual membership fee for a commercial, non-federally sponsored, fitness center, up to \$300.00 per year in accordance with Agency policy 228 FW 3 dated May 3, 2007.

The selection of the fitness center cannot discriminate against any protected class.

## **ARTICLE 21: SAFETY AND HEALTH**

### **Section 1. General**

The Agency will maintain a safe and healthy working environment for employees consistent with OSHA regulations, current DOI and FWS Policy. Bargaining unit employees are expected to use all reasonable precautions to consider the safety of themselves of the highest priority.

### **Section 2.**

- A. In an effort to avoid instances of Heat Stroke or Heat Exhaustion, the wearing of shorts and moisture wicking shirts will be authorized when a bargaining unit employee is in a working environment where heat indexes are above 91 degrees; as outlined by the OSHA heat index guide.
- B. These clothing items are not to be worn in the following areas: passenger terminals or climate controlled work areas.
- C. When required by the Agency, the Agency shall provide, at no cost to the employee, protective clothing and equipment, excluding the uniform.

### **Section 3.**

Wildlife Inspectors will not be required to work in a situation where a reasonable employee would believe that imminent danger, as defined in 29 CFR 1960.46, exists. Situations are not imminent dangers, for purposes of this section, if they are routine aspects of a Wildlife inspector's position, or if the employee has received training on how to handle the situation. If an employee encounters a situation in which a bon a fide belief exists that they are in imminent danger, they shall immediately notify their supervisor, and if practical, safely attempt to rectify the situation. If no safe solution is immediately available, the employee shall perform other assigned work which does not present an imminent danger until such time as the Agency can address the situation.

### **Section 4. Problem Resolution**

The parties recognize that safety issues arising under this Article are to be resolved as soon as practical. Accordingly, safety issues should be raised by concerned employees at the first available opportunity with their supervisor.

### **Section 5. Medical Evaluations**

The Agency shall provide for work related medical evaluations and environmental testing for workplace hazards in accordance with applicable laws, regulations, DOI and FWS Policy.

## Section 6. Injury Compensation

- A. On-the-job injuries should be reported immediately and documented in writing, on a Form CA-1, to the supervisor within two (2) working days of the injury. Occupational disease should be reported on a Form CA-2.
- B. If an employee requires medical treatment because of an on-the-job injury, the supervisor should promptly complete the front of a Form CA-16. All accidents and injuries, regardless of severity, must be immediately reported to the supervisor. In an emergency, the Agency may authorize medical treatment by telephone and then forward the completed Form CA-16 to the medical facility within forty-eight (48) hours.
- C. Employees will not be penalized for short delays in reporting injuries. The Agency cannot refuse to issue a CA-16 if more than a week has passed since the injury on the basis that the need for immediate treatment would normally have become apparent in that period of time.
- D. Compensation Claim forms will be submitted in accordance with the Office of Workers' Compensation requirements.
- E. When a physician's report indicates that an employee who incurred an on-the-job injury is not totally disabled from duty, the employee is required to accept any reasonable offer of light or limited duty. The Agency will make every effort to assign light duty if:
  - 1. The work to be done is consistent with the medical release which is provided to the Agency.
  - 2. The reinstatement of recovered workers will be in accordance with current regulations.

## ARTICLE 22: EMPLOYEE ASSISTANCE PROGRAM

### Section 1.

- A. The Parties agree and recognize that some employees in the work place may experience situations in their personal lives such as divorce, death or financial problems which impact their ability to perform their duties in an acceptable manner.
- B. The Parties further recognize that some employees may suffer from treatable illnesses and disorders that occur as a result of alcohol, drug and substance abuse.
- C. Therefore, it is the policy of the Agency and the Union to work together to encourage troubled employees whose performance and conduct are adversely affected to seek counseling assistance or medical treatment.

### Section 2. Employee Assistance Program

The Agency agrees to administer the Employee Assistance Program (EAP) in accordance with Agency policy 227 FW 4 dated December 3, 1992.

### Section 3. Voluntary Participation and Employee Responsibility

Although the existence and functions of the EAP will be publicized to employees, no employee will be required to participate or be penalized for declining referral to the program except as required by statute or applicable regulation.

### Section 4.

- A. Prior to leaving the work place to meet with an EAP counselor, the employee must inform his or her supervisor and make appropriate arrangements for the absence.
- B. Employees who do not want their supervisors to know of their attendance must make arrangements for EAP appointments outside of duty hours or request leave for appointments during duty hours.

### Section 5. Confidentiality

The parties recognize that all confidential information and records concerning an employee's counseling and treatment through the EAP will be maintained in accordance with applicable law and regulation.

## **ARTICLE 23: COMPENSATION**

### Section 1. General

- A. The payroll operations and processing for the Department of Interior and USFWS are provided by a Shared Services Division of the National Business Center's Payroll Operations Division (POD).
- B. The Agency will make every effort to ensure that employees receive their pay on the established payday, via Electronic Funds Transfer in accordance with the Department of Treasury regulations.

### Section 2. Payments

- A. If a bargaining unit employee fails to receive his or her pay on the established payday, the employees will, first contact the financial institution designated to receive the funds for deposit.
- B. The employee will then contact their timekeeper or servicing HR office.
- C. The employee's timekeeper or servicing HR office will contact the Payroll Operations Division to request issuance of a supplemental payment.

### Section 3. Emergency Payment Reimbursement

In the event of an overpayment to the employee, the Payroll Operations Division will contact the employee directly with instructions and options on how to repay.

## **ARTICLE 24: HAZARD PAY DIFFERENTIAL**

### Section 1. General

225 FW 13 (Hazard Pay Differential) applies to all General Schedule Service employees. The authority for this policy is Pay for Duty Involving Physical Hardship or Hazard (5 CFR 550, Subpart 1).

### Section 2.

Hazard pay is additional pay for employees who, while performing official duties, are exposed to hazards, physical hardships, or working conditions of an unusually severe nature that we cannot eliminate or significantly reduce by preventive measures, such as using safety equipment and protective clothing.

## ARTICLE 25: ABSENCE/LEAVE

### Section 1. General

- A. Employees will accrue and use sick and annual leave in accordance with applicable statutes, OPM regulations, and this Agreement.
- B. 226 FW 2, Absence and Leave, sets forth Agency policy and procedures and this Agreement regarding these matters.
- C. All leave charges shall be in increments of one quarter hour (fifteen (15) minutes).
- D. Employees must request, in advance, approval of anticipated leave.
- E. Emergency situations which allow less than one (1) hour notification will be evaluated on a case-by-case basis.

### Section 2. Annual Leave

- A. Annual Leave is provided to allow periods of time off for personal and emergency purposes.
- B. Generally, the use of accrued annual leave is an absolute right of the employee, subject to the right of management to approve when leave may be taken. Nothing in this section may require the extension of an appointment or the delay of a personnel action to accommodate the use of leave.
- C. Management will make a reasonable effort to render timely decisions on employee leave requests. Employees will submit requests sufficiently in advance to permit a reasonable time for the supervisor to consider the request. No employee should consider requested leave as approved until he/she is informed so by the supervisor.
- D. Requests for unscheduled annual leave will be held to a minimum to prevent disruption to work schedules. When unforeseen circumstances of sufficient gravity necessitate an employee's absence from duty the employee must contact the supervisor or designee in their absence in person or by phone as soon as possible, but no later than one (1) hour after the start of the employee's tour of duty. The employee will inform the supervisor or designee of the reason for and the anticipated extent of the absence. The appropriate supervisor or the person designated to act in their absence will approve or disapprove the leave at the time of the call. When the absence will extend beyond the anticipated period, the employee will promptly notify the supervisor or designee.
- E. If scheduling conflicts arise among similarly situated employees' annual leave requests, they shall be resolved in accordance with Agency needs and then by seniority.
- F. Management recognizes the needs of employees to plan vacation and personal time off. Therefore, the Agency will consider the impact of canceling requested leave on employee leave plans when informed by the employee of the circumstances. The parties acknowledge that the operating needs of the Agency are paramount in any decision made.
- G. Carryover (restored) leave will be addressed in accordance with applicable policies, regulations and this agreement.

### Section 3. Sick Leave

- A. Sick leave is an employee's earned benefit and is used for the purposes defined in 5 CFR 630 (Absence and Leave).
- B. It is the responsibility of an employee who is incapacitated for duty to notify his/her immediate supervisor no later than one (1) hour before the beginning of the work day using the supervisor's voice mail. The employee will provide the phone number at which he/she may be reached, if other than his/her home phone number when giving such notice. An employee who expects to be absent more than one (1) day will inform the supervisor or designee of the expected date of return to duty and notify the supervisor of any change. In the case of extended illness supported by medical documentation, daily reports will not be required.
- C. Employees may be advanced up to thirty (30) days sick leave for serious disability or ailment when appropriate and in accordance with 5 CFR 630.

### Section 4. Documentation for Sick Leave

- A. An employee requesting sick leave for periods of illness of more than three consecutive workdays must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. In cases where a reasonable belief exists that the employee is abusing sick leave, an employee may be required to submit documentation regardless of the period of absence. An employee may justify the request for sick leave:
  - 1. By medical certification from the employee's personal physician or health care provider, or
  - 2. By the employee's own written statement in instances where the illness was not treated by a physician. The statement will indicate why a physician was not seen, for example, remoteness of area, nature of illness, or other specific reasons. The supervisor may require medical documentation should the employee's written statement not be sufficient to support the request.
- B. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work will not be required to furnish a physician's certificate on a continuing basis if the employee:
  - 1. Is not on leave restriction and
  - 2. Provides, upon reasonable request, updated valid medical documentation which clearly states the continuing need for the periodic absences.
- C. Medical documentation must include a statement that the employee was incapacitated for work, the nature of the incapacitation, and, date(s) of incapacitation. This will be considered sufficient for medical certification purposes unless a reasonable basis to believe the employee is abusing sick leave exists.
- D. Documents regarding employee absence for sick leave are maintained in a secure and confidential manner.

Section 5. Employee Absences for Court or Court-Related Services

Employees will be compensated for court appearances and jury duty in accordance with applicable law, and government-wide regulations.

Section 6. Leave Without Pay (LWOP)

Decisions to grant Leave Without Pay are the sole and exclusive prerogative of the Agency other than in such cases as are specifically addressed in law or regulation. The Agency will give serious consideration to all bona fide requests for LWOP. The granting of LWOP will be in a fair and equitable manner.

Section 7. Hazardous Weather/Emergency Conditions

Determinations of relief from duty for weather or other emergent condition are the sole and exclusive prerogative of the Agency unless specifically addressed in law or regulation.

Section 8. Military Leave

- A. Requests for absence for military leave will be handled in accordance with law and regulations.
- B. Any employee in the Guard or Reserve or any other entity involving military leave must provide his/her immediate Agency supervisor a current address and phone number of the unit of which he/she is a member and the name and rank of the commanding officer.
- C. Employees serving on an active duty for periods less than thirty-one (31) consecutive calendar days are to provide their immediate Agency Supervisor a phone number where they may be reached during their duty day on the assignment and the name and phone number of the unit involved if different from that described above.

## ARTICLE 26: HOURS OF WORK

### Section 1. General

- A. 226 FW 1 establishes policy and guidance for the overall administration of hours of duty within the Fish and Wildlife Service (Service). It includes guidance relating to the daily and weekly scheduling of work, alternative work schedules (flexible and compressed), legal holidays, and administrative dismissals.
- B. Flexible and Compressed work schedules as defined in this article are available to Wildlife Inspectors subject to mission needs and workforce coverage requirements at an Agency duty station.

### Section 2. Definitions

- A. Basic Work Week: Monday through Friday.
- B. Alternative Work Schedules: Both flexible work schedules and compressed work schedules.
- C. Basic Work Requirement (BWR): The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award.
- D. Compressed Work Schedule: an 80-hour biweekly BWR which may be scheduled for less than ten (10) workdays.
  - 1. Compressed work schedules are always fixed schedules. Examples are:
    - a. 4/10: Employees work four (4) ten-hour days and schedule one (1) day per week off.
    - b. 5/4/9: The schedule covers a two-week period where the employee works eight (8) nine-hour days and one (1) eight-hour day with one day off scheduled during that biweekly pay period.
  - 2. In accordance with law, no employee working a compressed work schedule may be subject to a flexible schedule i.e., vary his or her times of arrival or departure.
- E. Core Hours: Hours of duty between 0830 -1100 and 1300 -1430 when the employee must be available for duty. Core hours are only applicable to the flexible schedule.
- F. Credit Hours: The hours within a flexible work schedule that an employee requests and is approved to work in excess of an employee's BWR so as to vary the length of a workweek or workday.
- G. Duty Hours: Hours that employees must work between 0600-1800 with a mandatory lunch period of no less than thirty (30) minutes.
- H. Flexible Hours: The times during the workday, workweek or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work-site consistent with the duties and requirements of the position.
- I. Flexible Work Schedule: Consists of a flexible band of hours during which an employee may vary his or her arrival and departure time on a daily basis. This schedule has an 80-hour biweekly BWR that allows an employee to determine his or her own schedule within the limits set by the Agency.
- J. Standard Work Schedules: Eight hours a day, five days a week, with a set arrival and departure time.

- K. Tour of Duty: The limits set by the Agency within which an employee must complete his or her BWR under a flexible work schedule. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with BWR.
- L. Shift work is any regular work schedule that is outside of the basic work week.
- M. Rotating Tour of Duty: A regularly scheduled tour that periodically requires service on a different shift.

### Section 3. Procedures For Establishing Standard Work Schedules

- A. Initially, employees will submit their proposed work schedule to their supervisor or designee. The supervisor or designee will review and approve/disapprove the proposed schedule in writing within a two week period.
- B. Supervisors may adjust a standard work schedule to meet mission needs or for performance or conduct problems. The employee will receive at least two weeks' notice of the change and the reason for it.
- C. Any unresolved issues can be pursued through normal grievance procedures.
- D. Consistent with regulations, unless a manager finds that it would adversely impact his/her organization in carrying out its function or would substantially increase operating costs, the following rules apply in initially establishing or changing standard work schedules within an organization:
  - 1. Assign tours of duty at least one week in advance;
  - 2. Schedule work on five (5) days, Monday through Friday, when possible, with two (2) consecutive days off;
  - 3. Set consistent working hours when possible, anywhere between the hours of 6 am and 6 pm;
  - 4. Workday may not exceed eight (8) hours (without incurring overtime entitlements) unless the employee is covered by an alternative work schedule;
  - 5. Scheduled lunch breaks under a standard work schedule may not exceed one (1) hour. During this period, an employee is off duty and in a non-pay status. If he/she is required to perform duties (that is work) during a lunch break, the employee is entitled to pay for that period; and
  - 6. Basic workweek cannot be rescheduled to avoid paying holiday pay.

### Section 4. Procedures for Establishing Alternative Work Schedules

- A. Initially, employees will submit their proposed work schedule to their supervisor or designee. Election of a flexible or compressed work schedule is contingent upon the ability to ensure mission operations. The supervisor or designee will review and approve/disapprove the proposed schedule in writing within two weeks.
- B. Supervisors may take an employee off a flexible or compressed work schedule to meet mission needs or for performance or conduct problems. The employee will receive a two week notice of the change and the reason for it.
- C. If more employees request the same work schedule or day(s) off than can be accommodated, application of seniority will determine which employees will have the work schedules and/or day off.

- D. Scheduled lunch breaks under a flexible work schedule may not exceed two (2) hours, and under a compressed work schedule may not exceed one (1) hour. During this period an employee is off duty and in a non-pay status. If he/she is required to perform duties (that is work) during a lunch break, the employee is entitled to pay for that period.
- E. Any unresolved issues may be pursued through normal grievance procedures.
- F. The basic workweek cannot be rescheduled to avoid paying holiday pay.

#### Section 5. Procedures for Establishing Special Temporary Work Schedules

- A. Time on Official Travel: To the maximum extent possible, managers should schedule travel within an employee's regularly scheduled workweek. In scheduling temporary duty travel for employees, managers and supervisors should comply with this guideline. Compensatory time for travel will be earned in accordance with governing laws and regulations.
- B. Temporary Duty: When an employee covered by a FWS is assigned to a temporary duty station using another schedule, either traditional or AWS, the Agency may allow the employee to continue to use the schedule used at his or her permanent work site, if suitable, or require the employee to change the schedule to conform to operations at the temporary work site.
- C. Changes to Employee's Work Schedules. An employee's work schedule may be changed to meet mission/operational needs. An employee's regularly scheduled workday or workweek shall not be changed solely to avoid payment of overtime or earning of compensatory time.

#### Section 6. Shift Work

- A. The Agency shall determine whether more than one shift outside of the basic work week is required.
- B. Shift assignments will be made among qualified employees by notifying employees of the nature and duration of the shift and first requesting volunteers. If more volunteers request a shift than needed, the shift will be offered by highest seniority. If less volunteers request a shift than needed, employees will be assigned by lowest seniority.
- C. Any special skill requirement will void section 6. B. above.
- D. Employees on shift work are entitled to any differential to which they are entitled by applicable law and regulation.

#### Section 7. Credit Hours

- A. Credit hours may be worked only by employees covered by a Flexible Work schedule.
- B. Employees may request to work credit hours subject to supervisory approval.
- C. When employees use accrued credit hours, such hours are counted as a part of the basic work requirement for the pay period to which they are applied.
- D. Employees are entitled to their rate of basic pay for credit hours, and credit hours may not be used by employees to create or increase entitlement to overtime pay. Employees may earn no more than four (4) credit hours daily during the administrative work week.

- E. In accordance with applicable law, a full-time employee may only carry up to twenty-four (24) hours from a biweekly pay period to a succeeding biweekly pay period. When an employee is no longer covered by a flexible work schedule, he/she must be paid for accumulated credit hours at his/her current rate of pay.
- F. An employee may not be compensated for credit hours for any other reason.
- G. Payment for accumulated credit hours is limited to a maximum of twenty-four (24) hours for a full-time employee.

Section 8. Holidays

A. General

Under 5 U.S.C. Chapter 61 and 5 CFR Part 610, the number of hours an employee is entitled to for holiday leave is treated differently for employees on flexible schedules and compressed schedules.

B. Flexible Work Schedules – An employee on a flexible schedule who is relieved or prevented from working on a day designated as a holiday:

- 1. Is entitled to eight hours of basic pay for that day regardless of the individual tour (or in the case of a part-time employee, the number of hours designated on their Notification of Personnel Action [SF-50] and in accordance with applicable laws and regulations);
- 2. May take leave for the additional hour or hours necessary to complete eighty (80) hours BWR for the pay period; or
- 3. With supervisory approval, may work the additional hour(s) to make up the difference.

C. Compressed Work Schedules

- 1. An employee on a compressed work schedule who is relieved or prevented from working on a day designated as a holiday is entitled to basic pay for the number of hours that they were scheduled to work on that day, not to exceed ten (10) hours.

Section 9. Overtime Assignments

A. General

- 1. As a general rule, overtime work means each hour of work in excess of the employee's normal tour of duty in an administrative work week that is officially ordered and approved by Agency management and performed by an employee. It is work that is not part of an employee's regularly scheduled administrative workweek and for which an employee must be compensated.
- 2. Payment for overtime worked or earning compensatory time in lieu thereof, shall be in accordance with applicable laws and Government-wide regulations.

B. Scheduling And Approval Of Overtime

- 1. To the maximum extent possible and as determined by the approving official, overtime work shall be scheduled in advance of and approved in writing (email is acceptable) prior to the date on which the overtime is to be worked. Where circumstances preclude the advance scheduling, overtime work may be approved orally and the oral approval reduced to writing prior to the submission of the

Time and Attendance Report.

2. To the maximum extent possible, overtime work shall be scheduled and approved in time periods of fifteen (15) minutes or multiples thereof.
3. In assignment of overtime, the Agency agrees to provide the employee with advance notice whenever possible. Any employee designated to work overtime on Saturday or Sunday normally will be notified by noon Thursday. When overtime is to be performed on a holiday, normally two (2) workdays advance notice will be given to the employee.

#### C. Overtime Rosters

Overtime rosters will be established at the level of the immediate supervisor and at a specific geographic location prior to overtime being worked as follows:

1. All employees performing the same or similar duties on a regular basis are to be included on the same overtime roster, and are to be listed in order of seniority (unadjusted, from most to least senior). The overtime rosters will be made available to the employees on the roster;
2. Rosters will be maintained and labeled "voluntary overtime" and "mandatory overtime". If needed, another will be maintained and labeled "call- back overtime";
3. If an employee is detailed or otherwise temporarily reassigned out of a supervisor's work unit, the employee shall not be considered available for overtime assignment under the losing supervisor's overtime roster for the duration of such temporary assignment.

#### D. Distribution

1. To the maximum extent possible, overtime assignments to employees within a duty station shall be based on seniority. A rotational system will be established whereby every fully qualified employee, including detailed-in personnel within a team and if familiar with the assignment, will be given the opportunity to work overtime assignments.
2. Overtime assignments shall not be made as a reward or punishment.
3. The use of official time during a pay period shall not be sufficient cause to exclude an employee from working overtime.
4. Refusal to work voluntary overtime shall not reflect unfavorably on an employee's performance appraisal or the option to work future overtime.
5. When overtime is required and familiarity with the project or particular expertise is required for continuity or efficiency, employees normally assigned to the duties will perform the overtime work.
6. When particular expertise or familiarity with the project are not required for the performance of an overtime assignment, supervisors will solicit volunteers for such overtime assignments by announcing the particulars of the overtime assignment to the employees who are on duty at the time.

7. If more employees volunteer than are needed, the supervisor shall go to the voluntary overtime roster, as provided in Section 3 above, and assign the overtime to the volunteer (or volunteers if more than one employee is needed) beginning with the name immediately below the last person on the roster to have worked a voluntary overtime assignment.
8. If there are insufficient volunteers and employees have to be directed to work overtime assignments, the supervisor shall go to the "mandatory overtime roster", as provided in Section 3 above, and assign the overtime to the employee (or employees) beginning with the employee immediately below the last person on the "mandatory overtime roster" to have worked a mandatory overtime assignment. The supervisor will notify the Union as soon as possible when using a "mandatory overtime roster".
9. Trainees may be considered for overtime assignments provided they are fully qualified to perform the necessary duties. Those employees on detail will be considered for overtime assignments in their detailed section/unit/work area provided they are fully qualified to perform the necessary duties.

#### E. Call-Back

1. "Call-back overtime" is defined as irregular or occasional overtime work performed by an employee for which they are required to return to the place of employment to perform the work or on a day when work was not scheduled for them.
2. Employees shall be provided advance notice, whenever possible of the requirement to perform callback overtime work.
3. An employee who is called back to work at a time outside of and unconnected with his or her scheduled hours of work within the basic work week will receive a minimum of 2 hours of overtime pay.
4. Unless a "call-back overtime" assignment requires special skill, familiarity with the work or quick responses, call-back overtime will be rotated among employees pursuant to Section D.
5. When it is first determined that call-back assignments are necessary, the official responsible for call-back will use the call-back roster and make the assignment starting with the first name on the roster that he or she is able to contact. As successive call-back assignments are necessary, the official responsible for call-back will commence calling or making assignments with the name immediately below that person who last worked a call-back assignment and make the assignment to the first employee or employees that he or she is able to contact.

#### F. Time Spent On Standby Duty And Or In An On-Call Status

1. On-call status is defined as those occasional situations when an employee is notified that they are subject to call during a specified period of time outside their normal tour of duty. Overtime shall be approved only for the specified period of the on-call condition which qualifies as "hours of work" as defined by the governing laws and regulations.

2. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
  - a. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or
  - b. The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.
3. Standby Duty - an employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications. An employee is not considered restricted for work-related reasons if, for example, the employee remains at the post of duty voluntarily or if the restriction is a natural result of geographic isolation or the fact that the employee resides on the Agency's premises.
4. Compensation for time spent in On-Call Status and Standby Duty will be determined in accordance with applicable laws and regulations.
5. When a holiday falls on a day that an employee is regularly scheduled to work, the scheduled workday is the employee's holiday. When a holiday falls on a non-workday, the following applies:
  - a. If the holiday falls on a Sunday, the first regularly scheduled workday following the Sunday holiday is the employee's "in lieu of" holiday; or
  - b. If the holiday is not a Sunday, the last regularly scheduled workday preceding the holiday is the employee's "in lieu of" holiday.

#### Section 10. Compensatory Time

- A. FLSA Non-Exempt employees may elect to earn compensatory time in lieu of being paid overtime.
- B. The employee may request that accrued compensatory time be charged in lieu of annual leave, sick leave, or leave without pay.
- C. Compensatory time earned by employees must be used within twenty-six (26) pay periods. At the end of twenty-six (26) pay periods, compensatory time not used will be paid to the employee at the overtime rate in effect at the time it was earned.

## **ARTICLE 27: MEDICAL DETERMINATIONS**

### Section 1.

Employee medical determinations will be made consistent with 242 FW 4 titled: Medical Programs.

### Section 2.

The Parties agree that for short-term absences for purposes of attending to routine medical or dental appointments or medical absences of three (3) days or less, an employee will not generally be required to furnish medical documentation to support such a request in the absence of evidence of abuse of leave.

### Section 3. Cost

Consistent with applicable law, regulation and policy in existence on the effective date of this agreement, Medical examinations ordered or offered by the Agency pursuant to this Article shall be at no cost to the employee and will be performed on paid time at no charge to leave.

### Section 4. Fitness for Duty Examination

The Agency may direct an employee to undergo a fitness for duty examination only under those conditions authorized by law and governing regulation.

### Section 5. Worker's Compensation

The Agency may require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation in compliance with applicable law and regulation.

### Section 6.

When the Agency directs a medical examination under the provisions of applicable law and regulations, it shall inform the employee in writing of its reasons for directing the examination and the consequences of failure to cooperate. The Agency shall designate the examining physician and shall offer the employee the opportunity to submit medical documentation to the designated examining physician from his or her personal physician for review.

### Section 7.

An individual requesting accommodation for medical reasons involving a change in duty status, assignment, or working conditions or any other benefit or special treatment shall provide medical information from a licensed or board certified professional practicing in the applicable specialty addressing the condition.

#### Section 8.

When there are reasonable grounds to believe that a health problem is causing performance or conduct problems to include recurring, unexplained absences from the work place, the employee shall be given an opportunity to voluntarily provide medical evidence documenting the health problem affecting his or her performance or conduct.

#### Section 9.

The Agency agrees that all medical information or documentation furnished by an employee to the Agency will be subject to the Privacy Act of 1974 (5 U.S.C. 552a) and disclosure will only be made to those individuals who have a need to know in order to make or recommend informed management decisions regarding the employee's performance, conduct or request for an accommodation.

#### Section 10.

If the Agency determines as a result of a fitness for duty examination or review of medical documentation that an employee is unable to perform his or her assigned duties as a result of a medical situation, the Agency will observe any obligations set by governing law or regulation.

## **ARTICLE 28: TELEWORK**

The Agency agrees to follow 226 FW 4 dated, October 26, 2007 in carrying the telework program.

## **ARTICLE 29: LABOR MANAGEMENT COOPERATION**

### **Section 1. Purpose**

In order to promote effective labor-management relations and to promote the purpose set out in the Preamble of this Agreement, it is agreed that representatives of the parties to this Agreement will form a committee and confer on a regular basis as outlined herein to exchange information on matters of mutual concern and interest and to resolve problems relative to the administration of this Agreement and should include, but not be limited to exchange of information that will help the other party in the fulfillment of its legal and contractual duty and attempts to resolve mutual problems in the spirit of cooperation.

### **Section 2. Labor Management Relations Committee.**

The parties agree that to accomplish the goals of Section 1 above, a labor management relations committee shall be established as follows:

#### **A. Scope**

The Committee is not a forum for grievances or a forum for negotiations. Subjects may include but are not limited to workplace issues such as safety and health, training and employee conditions of employment.

#### **B. Scheduling**

The Parties shall exchange an agenda for the session in advance. The provision of an agenda by one party to the other will prompt the scheduling of a committee session within usually no more than fourteen (14) calendar days. The parties anticipate that these meetings will be held on an approximately quarterly basis but may occur more frequently as mutually agreed.

#### **C. Conduct of Meetings**

The committee shall conduct an annual face to face meeting at an Agency determined site. Employee participants in this meeting will be reimbursed for all travel expenses consistent with laws and regulations. Due to the geographical dispersion of the Agency's workforce, other meetings pursuant to this article shall be held using telephone or other electronic media, if available, unless mutually agreed otherwise.

#### **D. Membership**

The Committee shall be composed of six (6) members with an equal number of Agency designated and Union designated representatives. The Union President shall identify the Union's representatives to upon submission of an agenda or within five (5) days of receiving an agenda from the Agency.

E. Attendance

Union representatives or bargaining unit participants will be granted official time during their normal duty hours to participate in committee sessions and, for the purposes of this article, official time granted will not be counted against official time in Article 5. In the event that the Agency believes that it is unable to release the representative from their normal duties, due to the press of business, the Agency's representative shall promptly initiate a teleconference with the Union President to advise him and attempt to resolve the issue.

F. Arrangements

The Agency shall provide advance notification to the representatives' supervisors of the date and time of committee sessions. The Agency shall endeavor to schedule sessions at times that cause the least disruption to the performance of normal work. However, overtime will not be authorized to participate in committee sessions. Under normal circumstances, the employee attendees shall be released for this purpose.

G. Committee Recommendations

Recommendations of the committee will be made to the Office of Law Enforcement. The Office of Law Enforcement will respond to the committee concerning its recommendations in a timely manner including a discussion of the disposition of each recommendation.

## ARTICLE 30: DISCIPLINARY AND ADVERSE ACTIONS

### Section 1.

- A. The Agency recognizes the concept of progressive discipline to correct behavior.
- B. Penalty selection will be consistent with applicable laws, regulations, agency policies and guidelines.
- C. The Agency will consider the penalty for each situation on its own merits.

### Section 2. Definitions

- A. Disciplinary actions are written reprimands or suspensions of fourteen (14) days or less.
- B. Adverse actions are suspensions of more than fourteen (14) days, including indefinite suspensions, involuntary reduction in grade or pay, a furlough without pay for thirty (30) days or less or, a removal.

### Section 3. Basis of Action

- A. In accordance with applicable law and regulation, disciplinary action will be taken for just and sufficient cause.
- B. In accordance with applicable law and regulation, adverse action will be taken for such cause as promotes the efficiency of the service.

### Section 4. Disciplinary and Adverse Action Inquiries

In determining whether to take disciplinary or adverse action, the Agency shall give due attention to obtaining pertinent facts relating to the situation. An inquiry may include a discussion with the affected employee and careful consideration of any of the employee's comments.

### Section 5. Notice of Representational Rights

- A. Proposed disciplinary or adverse action letters shall inform employees of their representational rights, including the right to union representation.
- B. Employees, in preparing and presenting a reply to a proposed disciplinary or adverse action other than a reprimand may represent themselves be represented by an attorney or other representative in accordance with 5 U.S.C. 7503 (b) (3) and 5 U.S.C. 7513 (b)(3) or be represented by the Union.
- C. Should the affected employee elect to use a statutory appeal procedure, they may designate the Union or other representative of their choice.
- D. If the employee elects to be represented by the Union, copies of all subsequent correspondence addressed to the employee will be furnished to the Union Representative if requested.
- E. Proposed disciplinary or adverse actions are not grievable. The time for grieving such action begins from the date the employee receives the decision letter.

## Section 6. Informal Disciplinary Matters

Warnings, counseling or admonishments, on which the Agency wishes to rely in supporting an action based on misconduct, must have been made in writing and provided to the employee. The employee will initial any such document, signifying only that they have been shown it, not that they agree with it. Such documents will be destroyed no later than one (1) year after its date unless made the part of a disciplinary record within that time.

## Section 7. Disciplinary Action Procedures

- A. This section does not apply to reprimands.
- B. In accordance with law and applicable regulation, a proposed disciplinary or adverse action notice shall:
  - 1. Specify in necessary detail, the reason for the disciplinary or adverse action;
  - 2. Provide the employee involved ten (10) calendar days (except when the "crime provision" of 5 CFR 752 is invoked) to respond orally, in writing or both. The employee may request an extension of this time for sufficient reason.
- C. The Agency will provide the employee with at least thirty (30) calendar day's advance written notice of an adverse action and seven (7) calendar days' notice of a suspension of fourteen (14) calendar days or less (however, the Agency retains the right to shorten the notice period pursuant to the crime exception in Title 5 U.S.C. Section 7513).
- D. The Agency shall give the employee a reasonable amount of official time to review the material relied on to support its proposal and to prepare an answer and to secure affidavits, if he/she is otherwise in an active duty status.
- E. The Agency will issue a written decision, within a reasonable period of time, after thoroughly considering the employee's reply.

## Section 8.

- A. If an employee reasonably believes that an examination by a representative of the Agency in connection with an investigation may result in disciplinary action against him/her and the employee requests Union representation, the Union shall be given the opportunity to represent the employee.
- B. An employee against whom a disciplinary action is taken under this article is entitled to appeal this action through the negotiated grievance procedure of this Agreement.
- C. An employee against whom an adverse action is taken under this article is entitled to appeal through statutory procedures or through the negotiated grievance procedure of this Agreement, but not both.

Section 9.

The evidence file on which the notice is based, which may include statements of witnesses, documents and any investigative reports or extracts there from, will be assembled and a copy provided to the appellant or their representative, at their request.

Section 10.

- A. The appellant will be in a duty status during the notice period unless the crime provision is invoked or the employee is placed in an indefinite suspension status.
- B. When circumstances are such that the retention of the appellant in a duty status may result in damage to the Agency's property, or harm to its employees, or may be determined to not be in the best interest of the Agency, the employee will be assigned to other duties or placed on administrative leave.
- C. Employees will be notified of this provision annually.

Section 11. Discipline Resolution

Bargaining unit employees may voluntarily enter into agreements, under the collective bargaining agreement, in exchange for reduced, deferred or "paper" disciplinary actions or other alternative discipline, at the Agency's discretion. If the Agency proposes such agreement, employees will be given the opportunity to consult with a union representative, at their election, without prejudice to whatever offer has been made (i.e., no employee will be required to agree immediately under threat of withdrawal of the offer). Such arrangements do not create a precedent or right for other employees to any such arrangements.

## ARTICLE 31: ARBITRATION

### Section 1: Applicability

- A. Any grievance under the terms of the Agreement, which is not resolved, may be subject to binding arbitration. Arbitration may be invoked only by the Union or the Agency. The Union official invoking arbitration must either be its President or an official specifically designated by its President to make such an invocation. If the Agency requests such a designation, it shall be provided prior to the Agency's acceptance of the invocation. An Agency Official invoking arbitration must be the Deputy Chief of Law Enforcement or his/her designee.
- B. Service
  - 1. When mailed, the appeal must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postmark will be used to determine the date of invocation.
  - 2. Any other means of service (e.g. e-mail), must clearly establish the invocation's date.
- C. Arbitration must be invoked within twenty-one (21) calendar days of the date of the final grievance decision. If the arbitration is withdrawn or a deadline not met, the last preceding Agency written response will be considered final.

### Section 2: Arbitrator Selection

- A. Within seven (7) calendar days from invoking arbitration, the party that invoked arbitration shall request a list of five (5) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) by submitting a FMCS Form R-43 entitled "Request for Arbitration Panel" with a copy of the submission to the other Party and pay any attendant costs. Within fourteen (14) calendar days from receiving a list of arbitrators from FMCS the parties shall meet to select an arbitrator.
- B. If the parties cannot agree upon an arbitrator, the parties shall each strike one (1) name from the list alternately and then repeat this procedure until only one (1) name remains. The person whose name remains shall be selected as the arbitrator. The party striking the first name from the list in each case shall be chosen by a coin toss or when done by phone, the moving party strikes first. At any time the parties may agree to obtain a new list of arbitrators from the FMCS.
- C. At the request of a party, the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event:
  - 1. Either party refuses to participate in the selection of an arbitrator, or
  - 2. Upon inaction or undue delay on the part of either party.
- D. Once selected, an arbitrator shall be contacted by the parties within seven (7) calendar days and the hearing scheduled.
- E. The arbitrator shall be provided only one copy of this agreement at the time he or she agrees to hear the matter.

### Section 3. Pre-hearing Matters

- A. The Parties shall communicate in advance of the arbitration hearing in an attempt to agree on joint submission of the issue(s) for arbitration. If the Parties fail to agree on a joint submission, each Party will prepare a statement of what it believes the issue(s) to be. The arbitrator will have the final authority to determine the issue(s) to be decided.
- B. The parties will exchange lists of witnesses at least ten (10) calendar days in advance of the hearing.
- C. The grievant and employees who are called as witnesses will be excused from the performance of their normal duties to the extent necessary to participate in the arbitration proceedings and during such times these employees shall continue in a pay status.
- D. The Union shall have a full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the Union and/or on the behalf of employees. An agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).
- E. At least fifteen (15) days prior to the hearing, the Agency will notify the Union in writing as to the number of agency representatives to be present to allow the Union an equal number of representatives on official time. The Agency's obligation to provide official time is limited to bargaining unit employees. The union is obligated to notify the Agency in writing, no less than ten (10) calendar days prior to the hearing of the name(s) of its representative(s) and in the case of firm, if applicable, street address and email address.

### Section 4. Issues of Grievability and Arbitrability

- A. For Individual and group grievances, the issues of grievability and arbitrability shall be identified no later than the final Agency decision. For Institutional (Party) grievances, any issues of grievability and arbitrability shall be included in the Parties final decision.
- B. If grievability and arbitrability issue is raised, the deciding official must include in their decision that they are requesting a separate hearing to resolve the issue. If a grievability or arbitrability hearing is held, the parties shall select two arbitrators under the selection procedures agreed above, the first arbitrator will decide grievability or arbitrability. In this case, the entire cost of the arbitrability hearing will be borne by the losing party. If the matter is determined to be arbitrable, the second arbitrator shall be notified and a hearing shall proceed consistent with this article.

## Section 5. Cost

- A. Except as provided above, the arbitrator's fees and expenses shall be borne equally by the parties to the arbitration.
- B. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.
- C. In all arbitrations, each party shall bear its own costs for transcripts and each party shall bear its own costs associated with the arbitration except that an arbitrator may award attorney fees to the union in accordance with the Back Pay Act.

## Section 6. Authority of the Arbitrator

- A. An arbitrator selected under this article is obligated to recognize that he or she is serving within the context of Federal law and applicable regulation involving Federal service employees. The arbitrator is obligated to consider the precedence of the decisions of the Federal Labor Relations Authority, U.S. Merit Systems Protection Board and courts of competent jurisdiction in determining a ruling and a remedy for cases presented to them.
- B. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award that would, in effect, grant the Union or an employee or employees any terms which were not obtained in the negotiation process leading to this agreement.
- C. The Agreement constitutes the entire agreement between the parties and there are no other agreements, written or oral, which affect the terms of this Agreement. In construing and interpreting this Agreement, the plain language contained within its four corners shall bind the arbitrator. Evidence extrinsic to this Agreement shall not be received or considered by the Arbitrator in interpreting or construing this Agreement except with respect to any particular provision that is patently ambiguous.
- D. The arbitrator may not consider evidence or issue unrelated to the specific matter addressed in the grievance which is the subject of the matter the arbitrator has been selected by the parties to hear.

- E. The standard of proof in performance based actions and disciplinary actions shall be as follows:
1. In an adverse action (a removal, reduction in pay or suspension) of more than fourteen (14) calendar days that would otherwise be appealable to the U.S. Merit Systems Protection Board, the standards used by that Agency shall be applied. Specifically, this means that the action must be taken “for such cause as promotes the efficiency of the service”
  2. In a performance based action, the standard applied is “failure to perform a critical element of the position at an acceptable level.”
  3. In lesser disciplinary actions, such as a reprimand or suspension of fourteen (14) calendar days or less, the standard to be used is that the action must be based on “just and sufficient cause”
  4. An arbitrator accepting jurisdiction of a matter under this article shall be governed by the precedents of the U.S. Merit Systems Protection Board and Federal courts in rendering a decision.
- F. In other than disciplinary, adverse or performance based actions, the burden of proof and production shall rest with the party bringing the case to arbitration.
- G. An arbitrator may engage in the mediation of the dispute only with the mutual agreement of the parties and when such agreement is in advance of any such mediation effort. Mediation, if scheduled, shall be no more than two (2) calendar days in duration, unless otherwise mutually agreed by the parties. If mediation does not produce a resolution of the entire dispute, a date will be set for litigating the merits of the case. Refusal by a party to participate in or agree to a mediated resolution may not be considered by the arbitrator in rendering an award.

#### Section 7. Arbitration Hearing

- A. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the parties otherwise agree in writing.
- B. Arbitration hearings will be held at a mutually agreed upon date.
- C. Arbitration hearings will be held at a facility of the Agency’s choosing, within the local commuting area of the grievant.
- D. Stipulation of facts to the Arbitrator may be used when both parties agree to do so. In this case, data, documentation, etc. will be jointly submitted to the Arbitrator with a request for a decision based upon the stipulations and supporting materials.
- E. Any party wishing a record of the hearing shall:
  1. Be responsible for the preparation of such record;
  2. Pay all costs for such record, unless the parties agree
  3. Provide the other party a copy if that party agrees to pay one half the cost of the record.

- F. The parties to the arbitration are entitled to be heard, to present evidence material to the controversy, and to cross-examine witnesses appearing at the hearing.
- G. The hearing shall be conducted expeditiously and in an informal manner.
- H. No interested person shall make or knowingly cause to be made to the arbitrator an ex parte communication unless agreed upon by the parties.
- I. Either party may submit a post-hearing brief. The Arbitrator will determine the date that the briefs are due.

Section 8. Award

- A. The jurisdiction and authority of the arbitrator shall be confined exclusively to the record as stated on the grievance form in the case of individual or group grievances and if an institutional grievance, as stated in the initial grievance, unless otherwise mutually agreed to by the Parties.
- B. The Arbitrator's authority to make an award is subject to applicable law and regulation.
- C. Any award may not include assessment of expenses against either party other than as permitted by law or as specifically provided for in this agreement. In rendering a decision an arbitrator must demonstrate such an award is consistent with 5 U.S.C §(The Back Pay Act of 1966, as amended).
- D. The arbitrator shall make the award within 30 days after the close of the hearing, or the closing date of the filing of any briefs, whichever date is later, unless the parties agree to some other time limit.
- E. The arbitrator's decision shall be final and binding, unless it is timely appealed to a Federal court or an exception is filed with the Federal Labor Relations Authority under 5 U.S.C Section 7122, whichever is appropriate.

## **ARTICLE 32: NEGOTIATED GRIEVANCE PROCEDURE**

### **Section 1. Definitions**

- A. A "grievance" means any complaint brought forward under this grievance procedure by any bargaining unit employee concerning any matter relating to the employment of the employee, or by the Union concerning any matter relating to employment of any bargaining unit' employee, or by any bargaining unit employee, the Union or Agency concerning
  - 1. The effect, interpretation, or claimed breach of the collective bargaining agreement, or
  - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment, subject to the limitations in Section 2.
- B. The term "grievant" means the individual or group filing the grievance, or the Union representing the employee(s) or itself.
- C. All references to "days" are calendar days unless otherwise specified.
- D. Any reference to specifically titled individuals shall also include his/her designee.

### **Section 2. Exclusive Procedure**

- A. This process will be the only procedure available to bargaining unit employees for the processing and disposition of grievances as defined in Section 1.A. of this article.
- B. This procedure will not be available to address:
  - 1. The classification of a position;
  - 2. The interpretation or application of Chapter 73 of title 5 of the United States Code titled "Suitability, Security, and Conduct."
  - 3. Retirement, life or health insurance;
  - 4. A suspension or removal under Section 7532 of Title 5, United States Code, concerning National security;
  - 5. Any examination, certification or appointment;
  - 6. Non-selection for promotion from a group of properly ranked and certified candidates;
  - 7. The classification of any position which does not result in the reduction in grade or pay of an employee;
  - 8. Termination of a probationary employee during the probationary period and termination of a temporary employee during his/her temporary appointment;
  - 9. Performance appraisal elements or standards;
  - 10. Decisions with respect to award nominations, the giving of awards or the number of awards to bargaining unit employees;
  - 11. A proposed disciplinary or adverse action;
  - 12. Matters which are not subject to the control of the Agency; or

13. Matters arising solely from acts occurring before the effective date of this Agreement.
14. Informal disciplinary processes i.e., matters other than a reprimand, suspension, change to lower grade or removal; or
15. Allegations or complaints of discrimination.
16. Allegations of Prohibited Personnel Practice. An aggrieved bargaining unit employee claiming to be affected by a prohibited personnel practice under Section 2303 (b)(1) of Title 5, United States Code, may raise the matter under the appropriate statutory procedure or under this procedure, but may not do both. A bargaining unit employee shall be deemed to have exercised his/her option under this provision to raise the matter under either a statutory procedure or this procedure at such time as the bargaining unit employee initiates an action under the applicable statutory procedure or files a grievance in writing under this procedure, whichever occurs first.
17. An aggrieved bargaining unit employee affected by matters covered under Sections 4303 and 7512 of Title 5, United States Code, may raise the matter under the appropriate statutory procedure or under this procedure, but may not do both. A bargaining unit employee shall be deemed to have exercised his/her option under this provision to raise the matter under either a statutory procedure or this procedure at such time as the bargaining unit employee initiates a notice of appeal under the applicable statutory procedure or files a grievance in writing under this procedure, whichever event occurs first.

### Section 3. Representation

In individual grievances, a grieving employee will have the right to be represented by a Union official at each step of this process or to represent himself/herself. Group grievances must be filed by the union on behalf of two or more employees. In the event an employee chooses not to have a Union official as her/his representative, the Agency will notify the Union President or designee of the date and time of any grievance proceeding. The purpose of the notification is to afford the Union the opportunity to be present pursuant to 5 USC § 7114(a) (2) A.

### Section 4. Settlement

- A. Any settlement agreement involving a grievance must:
  1. Be reduced to writing;
  2. Not conflict with the terms and conditions set forth in this agreement without the express written mutual agreement of the parties
- B. Time frames for filing or acting upon a grievance under this procedure may be extended only by mutual agreement of the Parties.

## Section 5. Informal Resolution

The Agency, the Union and bargaining unit employees shall make reasonable efforts to resolve potential grievances prior to the filing of a formal grievance. Attempts at informal resolution of grievances will not automatically extend the time limits for filing grievances. Any extension of grievance time limits must be agreed upon by the Parties to this Agreement.

## Section 6. Requirements for Grievances

- A. Individual grievances shall use the *Step One Grievance Form – Individual Grievance and* provide the information requested on that form.
- B. Group grievances shall use the *Step One Grievance Form – Group Grievance* and provide the information requested on that form.
- C. The grievance form shall be used throughout the process if the matter proceeds through the steps described below.
- D. Institutional (Party) grievances shall be filed in accordance with Section 9 of this article.

## Section 7. Individual (Employee) Grievance Procedure

### A. STEP ONE

- 1. A written grievance utilizing the individual employee grievance form (Appendix **A**) must be presented to the immediate supervisor within twenty-one (21) calendar days of the incident giving rise to the grievance.
- 2. If a meeting is requested, it will be held within ten (10) calendar days of the immediate supervisor's receipt of the written grievance, unless mutually agreed otherwise. The immediate supervisor may refer the grievance to an Agency official with authority to resolve the matter if other than himself or herself and that individual shall become the step one official. The step one official will respond in writing with a decision within twenty (20) calendar days of receipt of the written grievance or within ten (10) calendar days of the date of the meeting, whichever comes later. The decision will include the name and contact information for a step two official if the matter is unresolved at step one.

### B. STEP TWO

- 1. Advancement of a grievance concerning a Step One decision must be submitted to the step two official within ten (10) calendar days of receipt of the Step One decision or within seven (7) calendar days of the end of the step one official's response period, whichever is later. The grievance form (Appendix **A**) shall be used for this purpose.

2. If a meeting is requested, it must be held within seven (7) calendar days after receipt of the appeal at Step Two, unless mutually agreed otherwise. The step two official will respond with a decision in writing within thirty (30) calendar days of receipt of the step two form or within twenty-one (21) calendar days of the date of the meeting, whichever comes later.

C. Invoking Arbitration

By law, only the Union or the Agency may invoke arbitration in accordance with Article 31 of this agreement. Arbitration must be invoked within twenty-one (21) calendar days of the date of the decision or twenty-one (21) calendar days after the expiration of the step two official's decision period if no decision is made.

Section 8. Group (Employee) Grievances

- A. A group grievance is a grievance filed by the Union on behalf of more than one bargaining unit employee involving the same facts and the same issue(s).
- B. Group grievances on behalf of two or more bargaining unit employees shall be filed utilizing the grievance form for such grievances (Appendix B) and shall specify the employees on whose behalf the grievance is filed.

C. STEP ONE

1. A written grievance utilizing the group employee grievance form (Appendix B) must be presented to the immediate supervisor within twenty-one (21) calendar days of the incident giving rise to the grievance.
2. If a meeting is requested, it will be held within ten (10) calendar days of the immediate supervisor's receipt of the written grievance, unless mutually agreed otherwise. The immediate supervisor may refer the grievance to an Agency official with authority to resolve the matter if other than himself or herself and that official shall become the step one official. The step one official will respond in writing with a decision within twenty (20) calendar days of receipt of the written grievance or within ten (10) calendar days of the date of the meeting, whichever comes later. The decision will include the name and contact information for a step two official if the matter is unresolved at step one.

D. STEP TWO

1. Advancement of a grievance concerning a Step One decision must be submitted to the step two official within ten (10) calendar days of receipt of the Step One decision or within seven (7) calendar days of the end of the step one official's response period, whichever is later. The grievance form (Appendix B) shall be used for this purpose.

2. If a meeting is requested, it must be held within seven (7) calendar days after receipt of the appeal at Step two, unless mutually agreed otherwise. That step two official will respond with a decision in writing within thirty (30) calendar days of receipt of the step two form or within twenty-one (21) calendar days of the date of the meeting, whichever comes later.
- E. Invoking Arbitration – By law, only the Union or the Agency may invoke arbitration in accordance with Article 31 of this agreement. Arbitration must be invoked within twenty-one (21) calendar days of the date of the decision or twenty-one (21) calendar days after the expiration of the step two official's decision period if no decision is made.

#### Section 9. Institutional (Party) Grievances

- A. An institutional grievance is a grievance filed by the Union on its own behalf, in its institutional capacity, or by the Agency.
- B. The Union or the Agency shall raise the grievance in writing within thirty (30) calendar days of the incident giving rise to the grievance.
- C. The grievance shall be filed with the Deputy Chief of Law Enforcement (if initiated by the Union President (if initiated by the Agency)).
- D. At the request of either party, the grievance may be discussed informally by the Union President and the Deputy Chief of Law Enforcement within seven (7) calendar days of receipt of the grievance.
- E. A decision will be issued within thirty (30) calendar days of receipt of the grievance or twenty-one (21) calendar days after the date of the discussion, whichever is later.
- F. If the grievance is not resolved, arbitration may be invoked. Arbitration must be invoked within twenty-one (21) calendar days of the date of the decision.

#### Section 10. Rejection of Grievances

- A. A grievance may be rejected if:
  1. It was not filed using the agreed upon form (see Appendix **A** and **B**);
  2. It was not filed within the specified time limits;
  3. It consists of a matter or matters excluded from the coverage of the grievance procedures;
  4. It contains no specific request for relief;
  5. The remedy requested by the grievant would not directly affect that individual's conditions of employment; or correct a violation of the agreement or;
  6. In the case of a group grievance, there is no commonality of interest between or among members of a group of bargaining unit employees.

- B. A rejection of a grievance under this section on grounds that the matter is not grievable under this Agreement shall constitute a statement by the rejecting party that the grievance is not arbitrable. If the grieving party does not accept the reason for rejection of the grievance, the grieving party may pursue the grievance through the remaining steps of the grievance procedure established by this Agreement, as to both rejection of the grievance and the merits of the grievance. In the event the grievance is not resolved, the procedure established in Article 31, Arbitration, shall apply.
- C. An employee or union representative receiving a decision rejecting a grievance on the basis of Section A, has seven (7) calendar days from the date of the rejection decision to correct the matter leading to the rejection and reinitiate the grievance.

## **ARTICLE 33: EQUAL EMPLOYMENT OPPORTUNITY**

### Section 1. The Commitment to Equal Employment Opportunity

The Agency affirms their commitment to equal employment opportunities for all employees and agree that discrimination on the basis of race, color, religion, sex, national origin, age and disabling conditions, as defined in appropriate law and regulation, is prohibited.

### Section 2. EEO Counseling

- A. In accordance with appropriate law and regulation, employees, who wish to make a complaint of discrimination covered by one of the categories listed above, must contact an EEO counselor within 45 days of the discriminatory event or of their knowledge of the discriminatory event.
- B. The Agency shall post the name and contact information of the EEO counselor.
- C. Employees, who participate in the EEO process, shall be free of interference, restraint or coercion for doing so. Allegations of reprisal may be raised with an EEO counselor.

## ARTICLE 34: INFORMATION REQUESTS

### Section 1.

- A. The Agency will furnish to the Union, upon written request, at no charge to the Union, and to the extent not prohibited by law, data which, in accordance with 5 U.S.C. 7114 (b)(4), is normally maintained by the Agency in the regular course of business; is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining.
- B. The Union may invoke its right to information which is a statutory right provided for under 5 USC Section 7114(b) (4) at any time. Any such request must be submitted in writing by the Union President to Office of Human Capital, Headquarters, U.S. Fish and Wildlife Service ATTN: Labor Relations Specialist. The Union will ensure that any request for information is accompanied by a demonstration of "Particularized Need" in line with case law precedents of the Federal Labor Relations Authority and appropriate courts.
- C. If a dispute arises regarding the Union's demonstration of particularized need in the course of a grievance under the provisions of Article 32, the parties agree that the Union may file an ULP or include this matter as part of the grievance before the arbitrator. The Office of Human Capital, Headquarters, U.S. Fish and Wildlife Service ATTN: Labor Relations Specialist will have a reasonable amount of time to provide a response. The time required to furnish the information shall hold the grievance in abeyance.
- D. The Agency may redact sensitive, confidential or private information in accordance with law and applicable regulation.

## **ARTICLE 35: CONTRACTING OUT**

### Section 1.

The Agency agrees to consult openly and fully with the Union regarding any proposed action taken under OMB Circular A-76 to study or contract out existing functions performed by bargaining unit positions. This article addresses only the position of Wildlife Inspector.

### Section 2.

The Agency will provide to the Union, upon request, relevant and pertinent information concerning all cost studies (for actions covered under Section 1), specifically: the invitation for bid, request for quotation or request for proposal; abstract of bids; the performance work statement; the "milestone" chart or similar document setting forth the estimated dates for the contracting out process; all changes to performance work statements; all bidder questions and Agency answers related to the performance work statement. In addition, subject to 5 U.S.C. 7114 (b) (4), the Agency agrees to provide to the Union, upon written request, other information concerning its A-76 contracting out activities. Information which will be provided does not extend to information which is classified, proprietary information, or procurement sensitive information, the release of which will compromise the procurement process.

### Section 3

The Union has the right to negotiate on appropriate arrangements, not already covered by agreements between the Union and the Agency, for Employees adversely affected by contracting out. This is not to be construed as affecting the Agency's rights to make determinations with respect to contracting out and to determine the personnel by which the Agency's operations will be conducted.

### Section 4.

The Agency will afford the Union the opportunity to be represented on appropriate committees and steering groups involved in the conduct of any portion of an A-76 cost study, subject to applicable restrictions. The parties acknowledge the importance of continuity in membership on committees and working groups. The Union representative to each group will have the authority to speak for the Union. The Agency will afford the Union the opportunity to participate in any "walk through" of bidders of a function undergoing cost study, prior to implementation. Committee recommendations forwarded to and approved by the Executive Committee will be subject to the negotiation provisions of the agreement, provided the matter is negotiable under current statute or case law.

## Section 5.

Periodic briefings will be held between the Agency and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Agreement, on matters which may adversely affect bargaining unit Employees. Briefings will be held with adversely affected Employees for the purpose of providing information concerning contracting out. The Union will be afforded the opportunity to be present at all such briefings.

## **ARTICLE 36: DETAILS**

### Section 1.

- A. The Agency retains the right to detail employees.
- B. The Agency shall exercise this authority in accordance with applicable law, appropriate regulations, and this Agreement.
- C. The Agency will provide as much advance notice as possible to employees selected for detail.
- D. Absent a particularized need for specific skills or qualifications the Agency shall utilize volunteers before requiring employees to participate on details involuntarily.

### Section 2.

A detail is a temporary assignment to a different position or to a group of unclassified duties for a specified period when the employee is expected to return to his or her regular duties at the end of the assignment.

### Section 3.

Temporary Promotions and details to higher graded positions will be handled in accordance with Merit Promotion procedures. Employees will be temporarily promoted when assigned to a higher graded position for more than one hundred and twenty (120) calendar days. Such actions require the issuance of a SF-50 (Notice of Personnel Action).

### Section 4.

- A. The parties recognize that details are necessary and an integral part of mission accomplishment.
- B. If an employee alleges that a detail violates governing regulations or this Agreement, he or she may file a grievance under the negotiated grievance procedure.

### Section 5.

Absent a particularized need for a specific skill or qualification, employee volunteers will be considered as the primary source for selecting employees for details.

### Section 6.

Except for training courses, and details outside the 50 States, details away from the normal duty station will generally not exceed thirty (30) calendar days, unless the employee volunteers for a longer period.

## Section 7.

The following procedures shall apply when the Agency offers regional, national or international noncompetitive details to members of the bargaining unit:

- A. The Agency will canvas the qualified employees for volunteers.
- B. Employees who are interested in participating in a detail should make their interest known to local supervisors in writing. When canvassing for volunteers for a detail, supervisors must provide employees in writing a deadline to receive requests.
- C. If more employees volunteer than are needed, the order of selection is highest seniority first. If fewer volunteer than are needed, the order of selection is lowest seniority first.
- D. If a volunteer has been previously selected for a detail, he or she will then forfeit seniority for one (1) calendar year for other noncompetitive details.

## **ARTICLE 37: MERIT PROMOTION**

### Section 1. General

The Agency shall follow the provisions of applicable laws and regulations and the Agency's merit promotion and placement plan.

## **ARTICLE 38: POSITION DESCRIPTION/CLASSIFICATIONS APPEALS**

- A. The Agency will conduct its classification subject to governing laws and regulations. Current Agency classification policies may be found in the US Fish and Wildlife Service Manual Part 225 FW Chapters 1-10.
- B. The Union may make known to the Agency its views on the classification of Wildlife Inspectors. The Agency agrees to consider the Union's views.
- C. The Agency will provide every bargaining unit employee a position description which will accurately describe grade determining duties and responsibilities. The employee will be encouraged to discuss any changes or inaccuracies with his/her supervisor.
- D. Classification Appeals
  - 1. Classification appeals are addressed in U.S. Fish and Wildlife Service Manual Part 225 FW Chapter 2.
  - 2. If an employee, in writing, designates the Union as the employee's representative in a classification appeal, the representative may discuss the classification appeal with the classifier throughout the desk audit process.

## **ARTICLE 39: NEGOTIATIONS**

### Section 1. Agreements Under This Article

An agreement reached under the provisions of this Article shall be deemed to be supplemental to this Agreement and subject to approval by the Agency Head.

### Section 2. Mandated Changes

- A. If a future statute, Executive Order, government-wide regulation, judicial decision, Agency decision or essential mission need requires the parties to change an Agreement between the parties, the Agency will notify the Union, in writing, of proposed language to implement the change required.
- B. If the Union desires to negotiate the change, to the extent permitted by law it shall notify the Agency within five (5) working days of receiving the Agency notice. Such request to negotiate shall include a specific, timely counterproposal addressing negotiable matters.
- C. Failure to respond timely to the Agency's notice shall constitute a waiver of any right to negotiate on the proposed required change.
- D. Proposals unrelated to the mandated change specifically required by the law, Executive Order, government-wide regulation, judicial decision or essential mission need will not be permitted in the subject negotiations.

### Section 3. Other Agency Initiated Changes

- A. The Agency will notify the Union President or designee, in writing, of its intent to initiate a change that may affect personnel policies practices and working conditions of bargaining unit employees on a unit-wide basis.
- B. If the Union desires to negotiate over the proposed change, it will serve a bargaining request on the Deputy Chief, Office of Law Enforcement within five (5) working days of receipt of the Agency's proposals. Along with the notice of intention of bargain, the Union will serve such proposals as it wishes the Agency to consider. Agency policies may not be implemented until completion of negotiations as provided by law, regulation and this Agreement.
- C. The Parties shall meet no later than fourteen (14) calendar days following the date on which the Union receives the Agency notice. Negotiations will be held Tuesday through Thursday, 8:00a.m. to 4:00p.m. in Agency provided space. Once commenced, negotiations will continue for up to three (3) days. Negotiations will cease when agreement is reached or impasse is declared.
- D. If the Parties fail to reach agreement within the time frame established herein, assistance shall be requested from the Federal Mediation and Conciliation Service.

- E. The Agency will advise the Union President of the number of negotiators it intends to use. The number of employees representing the Union for whom official time is authorized under the Statute and this Article shall not exceed the number of individuals designated as representing the Agency. The Union will notify the Agency at least five (5) days prior to the commencing of negotiations of who the Union negotiators will be. The Union President will request that the Union negotiators be released from duty on official time to participate in negotiations pursuant to Article 39 of this Agreement.
- F. Failure to respond timely to the Agency's notice shall constitute a waiver of any right to negotiate on the proposed change, and the proposal will become effective.

#### Section 4. Union Initiated Changes

- A. The Agency recognizes the Union's right to initiate changes in working conditions on subjects neither agreed upon nor discussed in the negotiations to achieve this Agreement.
- B. The Union President or designee shall notify the Agency in writing, of changes it desires to negotiate subject to 4.A., above.
- C. The Agency will respond within fifteen (15) working days and serve proposals on the Union President or designee.
- D. The Parties shall meet no later than fourteen (14) working days following the date on which the Union receives the Agency notice. Negotiations will be held Tuesday through Thursday, 8:00a.m. to 4:30p.m. in Agency provided space in the Washington, D.C. metropolitan area. Once commenced, negotiations will continue for up to three (3) working days. Negotiations will cease when agreement is reached or impasse is declared.
- E. If the Parties fail to reach agreement within the time frame established herein, assistance shall be requested from the Federal Mediation and Conciliation Service.
- F. The Agency will advise the Union President or designee of the number of negotiators it intends to use. The number of employees representing the Union for whom official time is authorized under the Statute and this Article shall not exceed the number of individuals designated as representing the Agency. The Union will notify the Agency at least five (5) calendar days prior to the commencing of negotiations of who the Union negotiators will be. The Union President or designee will request that the Union negotiators be released from duty on official time to participate in negotiations pursuant to Article 39 of this Agreement.

Section 5. Implementation

- A. If the Union has timely requested negotiations regarding a mandated or other change, the Agency will delay the implementation of such change until such time as the parties reach agreement on all negotiable issues connected with the change.
- B. Nothing shall preclude the Agency from implementing a proposed change on or after the implementation date proposed in its original notice should the union fail to meet an obligation under this agreement in a timely manner.
- C. Notwithstanding the above, nothing shall affect the authority of the Agency to take whatever actions may be necessary to carry out its mission during emergencies.

## **ARTICLE 40: OFFICE SPACE AND EQUIPMENT ALLOCATION**

### Section 1.

- A. The Agency shall provide work space and equipment to each bargaining unit employee that promotes the efficient execution of his/her duties as described in the Wildlife Inspector PD at his/her primary duty location.
- B. Such space will be in accordance with applicable reasonable space for:
  - 1. Personal work space
  - 2. Usable counter top
  - 3. Adequate file storage
  - 4. Lockable drawers
- C. The Agency will also provide storage space for the inspectors to hang uniforms and safety equipment.

### Section 2.

When the Agency issues electronic devices to individual inspectors; and as Agency software and hardware becomes available to use on those devices, the agency will provide appropriate training on the use of that equipment and/or it's accompanying software and hardware.

**ARTICLE 41: AGENCY USE OF SECURITY DEVICES AND INFORMATION**

- A. Employees will be made aware that they are subject to Agency security policies including video surveillance of work locations.
- B. If surveillance data is used as evidence in a disciplinary matter, an employee will be provided the information and an opportunity to address the relevance of its use prior to taking an Agency action.

## **ARTICLE 42: SURVEYS**

### Section 1.

- A. It is recognized that the Employer has the right to utilize surveys to gather information directly from bargaining unit employees.
- B. The Union will be forwarded an advance copy of any Agency questionnaire distributed to bargaining unit employees.
- C. Consistent with the requirements of the Privacy Act and other applicable laws and regulations, bargaining unit questionnaire results will be shared with the Union.

## **ARTICLE 43: REDUCTION IN FORCE AND TRANSFER OF FUNCTION**

### **Section 1.**

The provisions of this Article establish or specify the procedures which apply to the implementation of any Agency decision that a reduction in force (RIF) is necessary, and specify actions the Agency will take to assist bargaining unit Employees who are impacted as a consequence. Reductions in force will be accomplished in accordance with statutory requirements, Office of Personnel Management rules and regulations, Department of Interior, U.S. Fish and Wildlife Service regulations and this Agreement.

### **Section 2.**

A reduction in force occurs when the Agency releases a competing Employee from his competitive level by furlough for more than thirty (30) calendar days, separation, demotion or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization or an Employee's exercise of reemployment rights or restoration rights.

### **Section 3.**

Transfer of function is the transfer of the performance of a continuing function from one (1) competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to a function already being performed in the other competitive area, or the movement of the competitive area in which the function is performed to another commuting area.

### **Section 4.**

At the earliest practicable date, the Agency shall notify the Union in writing of a pending reduction in force or transfer of function prior to informing Employees. The notice to the Union shall include the reasons for the reduction in force or transfer of function, the approximate number of Employees who may be affected, the types of positions anticipated to be affected, and the anticipated effective date of the action.

### **Section 5.**

To eliminate or minimize any adverse impact upon Employees in a reduction in force or transfer of function, the Agency shall give full consideration to alternate methods including, but not limited to, attrition, reassignment or details which do not result in displacement of Employees. The Agency shall also consider placing affected Employees in vacant positions.

#### Section 6.

The Agency shall provide the following information to Employees in the affected competitive area to help them understand why they are affected by a reduction in force or transfer of function:

- A. The extent of the competitive areas and specific reasons for the reduction in force or transfer of function, in accordance with applicable roles and regulations and
- B. Information on the regulations governing reductions in force or transfers of function on the specific kinds of assistance provided for affected Employees and on the procedures for obtaining such information.

#### Section 7.

The Agency shall provide a specific written notice to each Employee affected by the reduction in force or transfer of function prior to the effective date. The specific notice shall include:

- A. The action taken;
- B. The effective date of the action;
- C. The Employee's service computation date and subgroup;
- D. The Employee's competitive area and competitive level;
- E. The Employee's annual performance ratings received during the last three years;
- F. The Employee's appeal or grievance rights and the time limits for such actions;
- G. If applicable, specific information on the Reemployment Priority List and the Displaced Employee Program.

A copy of the specific notice to be issued to Employees or a suitable summary of such notices shall be provided to the Union.

#### Section 8.

An Employee affected by a reduction in force has the right to review the retention registers and records having a bearing on the specific action taken.

#### Section 9.

Affected Employees shall have a minimum of ten (10) working days to accept or reject an offer of another position.

#### Section 10.

After receipt of the Agency's offer, an Employee may request an assignment to a vacant position for which he is qualified at his same or lower grade. The Agency agrees to consider such a request.

Section 11.

A permanent Employee placed in a lower graded position due to reduction in force may be eligible for grade and pay retention subject to statutory requirements, Office of Personnel Management rules and regulations, and the provisions of applicable Agency regulations.

Section 12.

Any eligible bargaining unit career or career conditional Employee separated by reduction in force will have the opportunity to register and shall be placed on a reemployment priority list in accordance with applicable regulations.

Section 13.

The Agency agrees to grant excused absence, within legally prescribed limits and in accordance with statutory requirements, Office of Personnel Management rules and regulations, Agency regulations, for employee's in-connection-with permanent change of station resulting from a reduction in force or transfer of function. The Agency will provide counseling to affected Employees regarding their entitlements.

Section 14.

The Agency shall make reasonable effort to assist Employees with locating employment opportunities in other Federal agencies within the commuting area for those Employees who are notified of separation from the bargaining unit as a result of reduction in force or transfer of function. The Agency shall counsel Employees for whom no positions are located as to any benefits that may be available to them pursuant to information obtained from appropriate state employment service agencies.

Section 15.

Employee severance pay entitlements will be made in accordance with applicable laws and regulations.

## **ARTICLE 44: OFFICIAL TRAVEL**

### Section 1. General

Official travel is governed by 265 FW1-10.

### Section 2.

The Agency publishes and updates The Temporary Duty Handbook: A Guide to TDY Process for employee use. It addresses employee entitlements and requirements including use of a government travel charge card.

**APPENDIX A**

<b>Step One Grievance Form – Individual Grievance</b>	
Your name	Your tour of duty (e.g. M-F 8:30am-5:30:pm)
Your position	Date of decision or action you are grieving:
Decision or action being grieved/appealed (Why are you filing this grievance/appeal?)	
Specific contract provisions or other law, regulation or policy alleged to be violated:	
Facts and evidence you want to be considered: (You may attach relevant documents including witness statements or other evidence you want to be considered)	
Number of pages attached:	
Specific relief requested: (What do you want to happen if the decision is in your favor?)	
Reason Supporting Relief: (Why Should the matter be decided in your favor?)	
I am requesting a meeting with my immediate supervisor to resolve this grievance. Yes( <input type="checkbox"/> ) No( <input type="checkbox"/> )	
I wish to be represented by AFGE: Yes ( <input type="checkbox"/> ) No ( <input type="checkbox"/> )	
I wish to represent myself : Yes( <input type="checkbox"/> ) No( <input type="checkbox"/> )	
Employee's signature:	Date:
Representative's (if one) signature:	Date:

<b>Step Two Grievance Form</b>	
Date step one decision received:	Step one decision attached: Yes( ) No( )
What, specifically, about the step one decision are you grieving to step two?	
I am requesting a meeting with the step two official to resolve this grievance. Yes( ) No( )	
Please attach any evidence, documents, etc. you wish to have considered at step 2.	Number of pages attached:
Employee's signature:	Date:
Representatives signature:	Date:

<b>Invocation of Arbitration</b>	
What is(are) the specific issue(s) you plan to present to the arbitrator?	
Please attach additional pages as needed	
Date step two decision received:	Step two decision attached: Yes( ) No( )
The union wishes to attempt mediation of this grievance. Yes( ) No( )	
I hereby invoke arbitration on behalf of AFGE.	
Authorized Representative's signature:	
Date:	

**APPENDIX B**

<b>Step One Grievance Form- Group Grievance</b>	
Names and positions of employees must be listed on page three.	Date of decision or action being grieved:
Decision or action being grieved/appealed (Why are you filing this grievance/appeal?)	
Specific contract provisions or other law, regulation or policy alleged to be violated:	
Facts and evidence you want to be considered: (You may attach relevant documents including witness statements or other evidence you want to be considered)	
Number of pages attached:	
Specific relief requested: (What do you want to happen if the decision is in your favor?)	
Reason Supporting Relief: (Why Should the matter be decided in your favor?)	
The union is requesting a meeting with the manager who made the decision being grieved to resolve this grievance. Yes( ) No( )	
Authorized Representative's signature:	Date:

<b>Step Two Grievance Form- Group Grievance</b>	
Date step one decision received:	Step one decision attached: Yes( ) No( )
What, specifically, about the step one decision are you grieving to step two?	
We are requesting a meeting with the step two official to resolve this grievance. Yes( ) No( )	
Please attach any evidence, documents, etc. you wish to have considered at step 2.	Number of pages attached:
Authorized representative's signature:	Date:

<b>Invocation of Arbitration</b>	
What is(are) the specific issue(s) you plan to present to the arbitrator?	
Please attach additional pages as needed	
Date Step two decision received:	Step two decision attached: Yes( ) No( )
The union wishes to attempt mediation of this grievance. Yes( ) No( )	
I hereby invoke arbitration on behalf of AFGE.	
Authorized Representative's signature:	
Date:	



## APPENDIX C

<b>REQUEST/APPROVAL/USAGE OF OFFICIAL TIME</b> For use of this form, see Labor Management Agreement, U.S.FWS and AFGE			
SECTION I. REQUEST FOR OFFICIAL TIME FOR REPRESENTATIONAL ACTIVITIES			
REPRESENTATIVE'S NAME (Type or print)		ORGANIZATION PHONE NO.	
DATE AND TIME OF BUSINESS	DESTINATION		ESTIMATED TIME USE ___.__Hour(s)
REPRESENTATIVE'S SIGNATURE		DATE	TIME OF REQUEST
DAPPROVED <input type="checkbox"/> DISAPPROVED (See comments below) COMMENTS:			
MANAGEMENT OFFICIAL'S SIGNATURE	PHONE NO.	DATE	TIME
SECTION II. PURPOSE FOR WHICH OFFICIAL TIME WAS USED			
(Indicate hours or fraction thereof used by category)			
<p>HOURS USED</p> <p>___ - __A. GRIEVANCES</p> <p>___ - __B. FORMAL DISCUSSIONS/INVESTIGATIVE MEETINGS</p> <p>___ - __C. NEGOTIATIONS TABLE TIME</p> <p>___ - __D. NEGOTIATIONS PREPARATION TIME</p> <p>___ - __E. ULP PROCEEDINGS</p> <p>___ - __F. TRAINING</p> <p>___ - __G. OTHER (SPECIFY): _____</p> <p>_____ACTUAL TIME LEFT _____ACTUAL TIME RETURNED</p>			
REPRESENTATIVE'S SIGNATURE	DATE	SUPERVISOR'S SIGNATURE	DATE
DISTRIBUTION WHEN COMPLETED: ORIGINAL TO SUPERVISOR FOR FILE COPY TO REPRESENTATIVE COPY TO UNION PRESIDENT			

## OFFICIAL TIME USAGE

- A. GRIEVANCES Include time investigating and processing grievances under the LMA to include arbitration when applicable.
- B. FORMAL DISCUSSIONS/ WEINGARTEN Time involved in attending formal discussions and investigative examinations with employees.
- C. NEGOTIATIONS TABLE TIME Actual time spent at the bargaining table for mid-term negotiations. Include formal negotiations over a proposed change in activity policy, informal negotiations, and impact and implementation bargaining.
- D. NEGOTIATIONS PREPARATION TIME  
Time spent in preparing and developing proposals for above mid-term bargaining subjects.
- E. ULP PROCEEDINGS
- F. TRAINING
- G. OTHER (SPECIFY) All other official representation functions to include Union-Management briefings, Safety meetings or Labor-Management committee meetings.

UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF INTERIOR  
U.S. FISH AND WILDLIFE SERVICE  
ARLINGTON, VIRGINIA

-Activity  
and-

CASENO. BN-RP-09-0020

AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, AFL--CIO  
-Petitioner /Labor Organization

CERTIFICATION OF REPRESENTATIVE

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and with the Regulations of the Federal Labor Relations Authority, among all-wildlife inspectors of the Department of Interior, U.S Fish and Wildlife Service, Arlington, Virginia. A majority of the valid ballots has been cast for a representative for the purpose of exclusive recognition. Pursuant to authority vested in the undersigned,

IT IS CERTIFIED that the AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL--CIO, has been designated and selected by a majority of the employees of the above-named Activity or Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S. C., the named labor organization is the exclusive representative of all employees in the unit.

UNIT: Included:

All wildlife inspectors employed by the Department of Interior, U.S. Fish and Wildlife Service, Office of Law Enforcement, Arlington, Virginia

Excluded:

All other nonprofessional employees, professional employees, supervisors, management officials, and employees described in S US.C. 7112(b)(2), (3), (4), (6) and (7).

FEDERAL LABOR RELATIONS AUTHORITY

Dated: September 10, 2009

/s/ Regional Director  
San Francisco Region

Attachment: Service Sheet

The Collective Bargaining Agreement between the Office of Law  
Enforcement and the American Federation of Government  
Employed, Local 2103, AFL-CIO

For the Agency:

FD AFGE Local 2103

Chief Negotiator Date: 1-8-14

President and Negotiation team Member Date: 1-2-14

Approved:

U.S. Fish and Wildlife Service

Date: 1-9-14

Chief- Human Resources, U.S. Fish and Wildlife  
Service

Effective the earliest of the date of Agency Head approval or \_\_\_\_\_(Date).

Approved for Agency by:

Director of Human Resources, Date: 1-14-14  
Department of the Interior



N  
UNITED STATES OF AMERICA  
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY

DEPARTMENT OF INTERIOR  
U.S. FISH AND WILDLIFE SERVICE  
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- |       |           |  |
|-------|-----------|--|
| UNIT: | Included: | All wildlife inspectors employed by the Department of Interior, U.S. Fish and Wildlife Service, Office of Law Enforcement, Arlington, Virginia                         |
|       | Excluded: | All other nonprofessional employees, professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7). |

FEDERAL LABOR RELATIONS AUTHORITY

Dated: September 10, 2009

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Regional Director  
San Francisco Region

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Date: 1-9-14

Chief- Human Resources, U.S. Fish and Wildlife  
Service

Effective the earliest of the date of Agency Head approval or

Approved for Agency by:

Director of Human Resources, Date: 1-14-14  
Department of the Interior