

# **AGREEMENT**

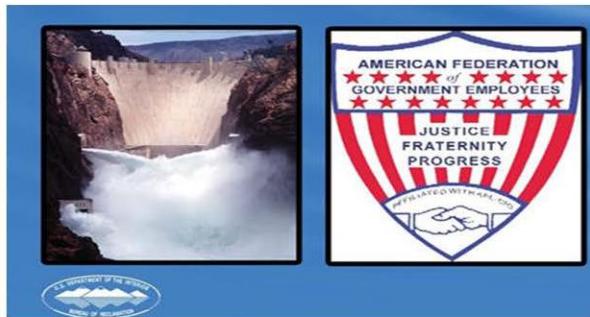
**AFGE Local 1978 – Regional Office Unit**

**And**

**The United States of America**

**Department of the Interior**

**Bureau of Reclamation**



**AFGE Local 1978 Master Agreement**

**Bureau of Reclamation, Lower Colorado Regional Office**

**GS Unit**

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## **PREAMBLE**

This Master Agreement is made between the Bureau of Reclamation, Lower Colorado Regional Office ("Reclamation") and the American Federation of Government Employees Local #1978, AFLCIO ("the Union").

Reclamation and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving Reclamation's mission and to ensuring a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success.

Therefore, the parties agree to work together in a non-adversarial forum and through this Master Agreement to identify problems and craft solutions, enhance productivity, and deliver the best quality of service to the customers.

In accordance with Chapter 71 of Title V, Public Law 95-454 (Statute) or any other applicable laws, acts, or legislation which may be in place, the following Articles of this basic Agreement, together with any and all supplemental Agreements and/or amendments which may be agreed upon at a later date, constitute a complete collective bargaining Agreement by and between the United States Department of Interior, Bureau of Reclamation, Lower Colorado Regional Office, including the Southern California Area Office, hereinafter referred to as RECLAMATION, EMPLOYER or MANAGEMENT and American Federation of Government Employees (AFGE), Local 1978, AFLCIO, hereinafter referred to as the UNION and collectively known as the PARTIES for the employees in the unit described in Article 2, hereinafter referred to as the EMPLOYEES. The Department of the Interior is identified as INTERIOR.

This Agreement is entered into pursuant to the Certificate of Representative dated September 06, 1994. This Agreement applies only to those employees and positions in the bargaining unit as defined in Article 1 and cannot cover or impact any persons or positions not within the coverage of the certification of exclusive recognition.

## **INTRODUCTION**

### **ARTICLE 1--RECOGNITION AND COVERAGE**

#### **Section 1 - Exclusive Representative**

AFGE is recognized as the sole and exclusive representative for all of those previously certified nonprofessional and GS employees, full-time, part-time, in units consolidated and certified by the Federal Labor Relations Authority (FLRA) in Certificate No. 22-08518 (UC), dated February 28, 1980, and any subsequent amendments or certifications.

#### **Section 2 - AFGE Role**

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit.

#### **Section 3 - Employee Representation**

- A. Reclamation recognizes that, as the exclusive representative of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. Reclamation will not bypass the Union by entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning all matters affecting personnel policies, practices, or working conditions.
- B. The Union will be given the opportunity to be represented at all formal discussions (including those held with other employee organizations) affecting personnel policies, practices, or working conditions. This is not intended to include routine work assignments.

#### **Section 4 - Unit Clarification**

- A. The Union will be notified of bargaining unit determinations for proposed position changes and establishment of new positions. The Union may initiate discussions about the bargaining unit status. When a position changes, and the parties do not agree over whether the position(s) is/are inside or outside the unit, the parties are encouraged to utilize the Alternative Dispute Resolution (ADR) process. If still unresolved, either party may file a Clarification of Unit (CU) petition with the FLRA. If the position previously has been in the bargaining unit, the employee and/or position will remain in the bargaining unit until a decision is issued on the petition.
- B. If after notification to the Union, Management determines that a new, unencumbered position is outside the bargaining unit, the parties are encouraged to attempt to resolve any disagreements. If no agreement is reached, the Union may file a CU petition through the FLRA.

## **ARTICLE 2--GOVERNING LAWS AND REGULATIONS**

### **Section 1 - Relationship to Laws and Regulations**

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

### **Section 2 - Department Regulations**

Where any Agency regulation conflicts with this Agreement and /or a Supplemental Agreement, the Agreement shall govern.

## **ARTICLE 3-- LABOR-MANAGEMENT FORUM**

### **Section 1 - Purpose**

- A. A non-adversarial forum for managers, employees, and the Union will be used to design, implement, and maintain a cooperative working relationship between Labor and Management in order to achieve common goals. Management and Union leadership must be committed to these principles in order for this effort to be successful.
- B. The structure, nature, scope, and operation of this forum will be jointly determined by Management and Union officials at the appropriate levels in accordance with the principles in Section 2. The parties will agree on decision making methods and will consist of equal numbers of Union and Management members. Top Management and Union leaders are encouraged to fully participate in this forum.

### **Section 2 - Principles**

Management and Labor shall be committed to work at all appropriate levels to establish and improve effective communications designed to ensure a quality work environment for employees, more efficient administration of Regional Office programs, and improved service to customers. The principles which guide this effort include:

- A. Pre-decisional involvement,
- B. Shared responsibility,
- C. Identification of problems,
- D. Sharing of information,
- E. Finding solutions,
- F. Reaching joint agreements and making joint recommendations,
- G. Use of alternative dispute resolution, interest-based problem-solving techniques, and facilitation,
- H. Integration of interests,

- I. Working together on committees such as the labor-management forum, Director's staff, joint training programs, and other work groups to address issues of mutual interest. The Union will have the right to select its representatives for such committees and work groups,
- J. Cooperation,
- K. Mutual respect,
- L. Open communication,
- M. Trust,
- N. Minimizing or eliminating collective bargaining disputes, and
- O. Publicizing joint successes at all levels.

### **Section 3 - Scope**

The scope of the labor-management forum will include issues raised by either party regarding:

- A. Matters involving personnel policies, practices, and working conditions.
- B. Procedures which Management officials of Reclamation will observe in exercising any authority under this Article, or appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement.

### **Section 4 - Training**

To achieve optimum results from the labor-management forum, the best interests of both parties are served by continual and joint Labor/Management training. The need, and the type of training, will be mutually agreed upon with funding provided by Reclamation.

### **Section 5 – Union Activities During Duty Status**

While participating in the labor-management forum, all bargaining unit members will be considered on official time.

## **Section 6 - Expenses**

It has been determined that the labor-management forum is in the best interest of the government; accordingly Reclamation will be responsible for all members' appropriate travel and per diem expenses in connection with these activities.

## **ARTICLE 4--UNION RIGHTS AND RESPONSIBILITIES**

### **Section 1 - Introduction**

The Union and Reclamation commit to work together to efficiently and effectively serve customer needs.

### **Section 2 - Union Rights**

- A. In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71, this Agreement, and the concept and principles of mutual collaboration.
- B. Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.
- C. Reclamation will not restrain, coerce, discriminate against, or interfere with any Union representative or employee in the exercise of their rights.
- D. The Union will not encourage or initiate any unlawful, concerted activity that would harm or adversely affect the operation and/or mission of Reclamation. The Union will not condone any such activity by failing to take affirmative action to prevent or stop it if they are aware of such activity.

### **Section 3 - Union Representation**

The Union will be provided reasonable advance notice and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of Reclamation and one or more employees in the unit or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment. The Union will also be allowed to be present and represent an employee at any examination of an employee in the unit by a representative of Reclamation in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation.

### **Section 4 - Notification of Changes in Conditions of Employment**

Reclamation shall provide reasonable advance notice to the appropriate Union official(s), with a copy to the local president, prior to changing conditions of employment of bargaining unit employees. Reclamation agrees to forward, along with the notice, a copy of any and all information/material relied upon to propose the change(s) in conditions of employment. All notifications shall be in writing to the appropriate Union official, with sufficient information to the Union for the purpose of exercising its full rights to bargain.

## **Section 5 - Information**

Reclamation agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union.

## **Section 6 - Notification of Union Officials**

The Union will annually provide management with an updated list of the names, titles, and work telephone numbers of all Union officials along with the room/location of the Union office and representatives as well as changes as they occur. The Union agrees to disseminate the list and welcome letter to all bargaining unit employees at new employee orientation. Further, management agrees to provide all new hires with a copy of the list and welcome letter when they enter on duty. The New Employee may elect to visit the Union Office for Union benefits information if no New Employee Orientation is scheduled within 15 days of entrance on duty.

## **Section 7 - New Employee Orientation**

The Union will be afforded the opportunity to make a fifteen to thirty-minute presentation during each new employee orientation session, and will generally be assigned the time slot just prior to lunch break. Access to a nearby room during lunch break will be provided by Reclamation. Management will provide the Union with notice of the date, time, and place of the orientation. The Union official making the presentation will be allowed duty time to make the presentation. Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.

## **Section 8 - Voluntary Programs**

The parties shall provide each other reasonable advance notice of the initiation or discontinuance of all voluntary programs such as bond campaigns, blood programs, and Combined Federal Campaign. When requested, appropriate bargaining will be held. The parties agree that employee participation in the Combined Federal Campaign, blood donor drives, and bond campaigns will be on a voluntary basis. This does not preclude publicizing such projects and encouraging employees to participate with supervisory approval.

## **ARTICLE 5--EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **Section 1 - General**

In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

- A. Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, counseled or disciplined, it will be done in private without the knowledge of other employees to the extent it is within Management's control.
- B. Disciplinary and Adverse actions shall be taken to promote the efficiency of the service.
- C. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions, nor will they suffer reprisal or be used as an example to threaten other employees.

### **Section 2 - Right to Join and Assist the Union**

- A. In accordance with 5 USC 7102 each employee has the right to freely and without fear of penalty or reprisal to form, join, or assist any labor organization or to refrain from any such activity and each employee shall be protected in the exercise of such right.
- B. Employees have the right to act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities.
- C. Employees have the right to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees.

### **Section 3 - Right to Representation**

- A. If an employee wishes to discuss a representational matter with a Union Representative, the employee shall, upon request, have the right to contact and meet with the Union representative on official time. If it is necessary for the employee to leave the work area to meet with the representative, the employee will be released from duties as soon as practical.
- B. The employee may request representation if the employee reasonably believes, either prior to or during an examination, discussion or interview, that it could result in disciplinary action. In that case, a representative of the Union will be given an opportunity to be present at that examination, discussion, or interview. Once an employee chooses to exercise this right by requesting representation, no further questioning or action will take place until the employee's representative is present, provided no unreasonable delay occurs. If the Union representative is not available, the manager will reschedule the meeting.
- C. Management will annually post employees' Weingarten rights notifying employees that they have a right to Union representation.

### **Section 4 - Formal Discussions**

It is agreed that the exclusive representative shall be given the opportunity to be represented at all formal discussions between Reclamation and the employee concerning any grievance, or any personnel policy or practices or matters affecting general working conditions of employees as defined in 5 U.S.C. In this regard, Reclamation agrees to notify the Union designee as far in advance of the formal discussion as reasonable. The attendance of the designated exclusive representative will be acknowledged by Reclamation at the start of such formal discussions. The Union's representative will be given the opportunity to ask questions on behalf of the employee and may make a brief statement as to the Union's position on the matter under discussion. Consistent with 5 U.S.C. 71, Reclamation will not communicate directly with employees regarding conditions of employment in a manner that will improperly bypass the Union under law.

## **Section 5 - Personal Rights**

- A. Managers and employees will deal with each other in a professional manner and treat each other with courtesy, dignity, and respect.
- B. Reclamation will make every reasonable effort to conduct discussions between supervisors and employees, other than run-of-the-mill work conversations, in private. “Run-of-the-mill” work conversations are normal, everyday discussions of the work that needs to be done, how it is done, changes in the work, etc. This does not include criticisms of work, performance problems, discipline discussions, etc. This section is meant to protect the privacy and dignity of employees by requiring managers to deal with negative or personnel matters where other employees cannot overhear.
- C. In accordance with existing statutes and regulations, employees have the right to present their personal views on other than pending legislation to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.
- D. Any search must be done for good reason and in compliance with applicable laws and regulations.
- E. Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination at the worksite, and without imposition of discipline or adverse action unless such pursuit impairs the efficiency of the service. The rule of nexus must be applied.
- F. An employee’s decision to resign or retire, if eligible, shall be made voluntarily and in accordance with prevailing regulations. Reclamation will provide retirement planning information to bargaining unit employees.
- G. If an employee is facing termination, the employee may voluntarily resign any time prior to the effective date. The employee may withdraw his or her resignation prior to the effective date, as long as the position is uncommitted or unencumbered.

## **Section 6 - Official Records and Files**

- A. Supervisors will maintain all employee personnel records in accordance with law. All personnel records are confidential, shall be known or viewed by officials only with a legitimate administrative need to know, and must be retained in a secure location. The individual supervisor's record of employee file is the only authorized file for records which may be maintained concerning the employee other than the Official Personnel Folder (OPF), Employee Performance File (EPF), and Medical File.
- B. Employees (and/or their authorized representatives who have been so authorized in writing by the employee) have the right to examine any of their personnel records including information contained in the Supervisor's record of employee file. The employee has the right to a reasonable amount of duty time to examine employment-related information, including a response to material placed in such records. In the case of a disciplinary action, the employee or authorized representative will be entitled to a copy of the material relied upon to propose the action.
- C. Access to personnel records of the employee will normally be granted within five working days of the request if such records are maintained on the premises in which the employee is located. If the records are not so maintained, Reclamation will immediately initiate action to obtain the records from their location and will make them available to the employee as soon as possible. Grievance time limits should be stayed in the event it takes more than five working days from the date of the employee's request for the relevant records to be provided to the employee.
- D. The supervisor's record of employee files will be screened annually, and outdated material shall be removed and shredded.
- E. Personal notes pertaining to an employee, not qualifying as a system of records under the Privacy Act may only be kept and maintained by and for the personal use of the manager who wrote them. Personal notes, including memory joggers and emails, shall not be used to retain information that should properly be contained in a system of records such as the supervisor's file. These notes should not be shown to anyone and or circulated but may be used to jog a memory when testifying.

## **Section 7 - Whistleblower Protection**

Employees shall be protected against reprisal for the disclosure of information which the Employee believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, or an abuse of authority.

## **Section 8 - Statutory Requirements**

Personnel management shall continue to be conducted in accordance with the provisions of 5 U.S.C. 2301, Merit System Principles, and 5 U.S.C. 2302, Prohibited Personnel Practices. These sections will be made available to any employee upon request.

## **Section 9 - Visiting the Human Resources Office**

Employees have the right to visit the Human Resources Office during duty hours, after obtaining permission from the supervisor to leave the duty station, provided the employee's duty hours coincide with the regular office hours. It is recommended that employees schedule an appointment with Human Resources to ensure the availability of services.

## **Section 10 - Counseling**

Counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and performance.

## ARTICLE 6--MANAGEMENT RIGHTS AND RESPONSIBILITIES

### **Section 1 - 5 U.S.C. 7106**

**(a)** Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency--

- (1)** to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- (2)** in accordance with applicable laws--
  - (A)** to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (B)** to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - (C)** with respect to filling positions, to make selections for appointments from--
    - (i)** among properly ranked and certified candidates for promotion; or
    - (ii)** any other appropriate source; and
  - (D)** to take whatever actions may be necessary to carry out the agency mission during emergencies.

**(b)** Nothing in this section shall preclude any agency and any labor organization from negotiating--

- (1)** at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- (2)** procedures which management officials of the agency will observe in exercising any authority under this section; or
- (3)** appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

## **ARTICLE 7--JOINT LABOR-MANAGEMENT TRAINING**

### **Section 1 - Joint Master Agreement Training**

The parties will jointly provide Master Agreement training. The cost of the Master Agreement joint training will be paid by Reclamation.

### **Section 2 - Third-Party Sponsored Training**

Third-party sponsored training will be approved as official time when Reclamation is provided a current agenda. (See Article 24; Section 5)

## ARTICLE 8--CLASSIFICATION

### **Section 1 - General**

- A. Each position covered by this Agreement that is established or changed must be accurately described in writing and classified to the proper occupational title, series, code, and grade.
- B. Position Descriptions must clearly and concisely state the principle and grade controlling duties, responsibilities, and supervisory relationships of the position.
- C. Employees will be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment and upon request.
- D. A reasonable effort will be made to keep Position Descriptions current and accurate. Employees shall be properly compensated for duties performed on a regular and recurring basis. Significant changes to a position will be incorporated in the position description to assure that the position is correctly classified and graded. Incidental changes may be made in the form of pen and ink notations on the position description as requested by management. The Union will be provided the opportunity to review proposed changes in position descriptions and copies of updated position descriptions. Current position descriptions will be provided to the Union, upon request.
- E. Employees are encouraged to provide written input to their supervisor regarding duties being performed.

### **Section 2 - Classification Appeals**

- A. Reclamation will provide employees and Union with copies of procedures for filing classification appeals through Reclamation or OPM channels upon request.
- B. Employees or their representatives are encouraged to submit their classification/job grading appeals through the local Human Resources Office (HRO).

## **ARTICLE 9--CONTRACTING OUT**

### **Section 1 - General**

Periodic briefings will be held with AFGE officials at the local level to provide the Union with information concerning any Interior/Reclamation decisions that may impact unit employees in implementing OMB Circular A-76.

Reclamation will notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by unit employees. A Union representative may attend such a site visit.

### **Section 2 - Union Notification**

When Reclamation determines that unit work will be contracted out, Reclamation will notify the Union. Any work, new or old, will be considered for contracting in.

### **Section 3 - Employee Placement**

When employees are adversely affected by a decision to contract out, Reclamation will make maximum effort to find available positions for employees. This effort will include, but not be limited to:

- Giving priority consideration for available positions within Reclamation,
- Freeze vacant positions for use in the case of RIF.
- Establishing an employment priority list and a placement program, and
- Paying reasonable costs for training that contribute to placement.

### **Section 4 - Inventory of Commercial Activities**

Reclamation will maintain an inventory of all in-house commercial activities performed by Reclamation and will update this inventory annually. The inventory will include information on all completed cost comparisons and will be provided to the Union upon request.

## ARTICLE 10--DISCIPLINARY AND ADVERSE ACTIONS

### **Section 1 - Purpose**

The purpose of this article is to prescribe the criteria and procedures by which Reclamation shall impose discipline upon employees.

### **Section 2 - Definitions**

**Disciplinary action** is defined as a written reprimand and suspensions of 14 calendar days or less. This is the least serious form of action intended to change or correct an employee's conduct.

**Adverse action** is defined as a removal, a suspension for more than 14 calendar days, a reduction in grade or pay, or a furlough for 30 days or less.

**Furlough** means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

**Counseling (often referred to as a warning)** means direction to an employee from a manager that is used as a constructive means to encourage an employee to improve his or her conduct. Counseling may be oral or reduced to writing.

**Short-term suspension** means a suspension of 14 days or less.

**Suspension** means the placing of an employee, for disciplinary reasons, in a temporary status without duties and pay.

### **Section 3 - Actions Not Covered By This Article**

In accordance with 5 U.S.C. § 7512, the provisions of this article do not apply to:

- A. A suspension or removal for National Security reasons;
- B. A reduction-in-force action;
- C. A reduction in grade or removal based on unacceptable performance;
- D. disciplinary action initiated by the Office of Special Counsel.

## **Section 4 - General Provisions**

- A. Disciplinary and adverse actions will be taken only for such just cause as will promote the efficiency of the service. Disciplinary and adverse actions will be initiated and handled in an expeditious manner after management has become aware of the situation. Disciplinary and adverse actions will be consistently applied. Management will administer disciplinary and adverse action procedures and determine appropriate penalties to all employees in a fair and equitable manner. The parties agree to the concept of progressive discipline which is designed primarily to correct and improve employee behavior.
- B. Discussions involving disciplinary or adverse actions will be conducted privately and in such a manner as to avoid embarrassment to the affected employee.

## **Section 5 - Representation**

Employees may request representation at all phases of the disciplinary and adverse action process, including all meetings with a management official for the purpose of discussing the covered actions. The employee has a right to a representative, including the Union representative or an attorney. The employee is responsible for bearing any and all costs for representation if the representative is other than the exclusive representative (Union). In the event an employee (or employees) proceeds without Union representation, the Union will be given the opportunity to be present at all meetings. Regardless of employee's election, all actions taken will be consistent with the terms of this Agreement.

## **Section 6 - Medical Condition**

An employee who wishes management to consider a medical condition that may have contributed to misconduct shall be given a reasonable amount of time to furnish medical documentation (as defined in 5 C.F.R. § 339.104).

**Section 7 - Removals, Suspensions for More than 14 Days, Furloughs of 30 days or Less, Reductions in Pay**

- A. After receiving a final decision on a removal, suspension for more than 14 days, a furlough of 30 days or less, or a reduction in pay or grade, an employee alleging that unlawful discrimination was a basis for the action in whole or in part, may appeal to the Merit Systems Protection Board, file an EEO complaint, or file a grievance under the negotiated grievance procedure in Article 22. Only one avenue of appeal may be pursued.
- B. If the employee wishes to appeal to the MSPB, he or she has 30 days from the effective date of the action being appealed, or no later than 30 days after the date of service of a decision, whichever is later, to appeal to the MSPB.
- C. If the employee wishes to proceed under the negotiated grievance procedure in Article 22, he or she has 15 days from the effective date of the action being appealed to file a grievance. For purposes of processing, Reclamation's decision notice will be treated as the step 1 grievance decision.
- D. An employee will be deemed to have exercised his or her option to raise a matter either under the applicable appellate procedures or the negotiated grievance procedure when the employee timely files an appeal under the applicable appellate procedures or a grievance in accordance with the provisions in Article 22, whichever occurs first.

## **ARTICLE 11--EMPLOYEE ASSISTANCE**

### **Section 1 - Program Purpose**

Reclamation agrees to implement and promote Reclamation Employee Assistance Program (EAP). EAP is a program for individuals and their family members. They can receive up to six free sessions per year, per issue dealing with but not limited to: Job, Identity Theft, Depression, Stress, Anxiety, Financial, Legal, Family Relationships, Marital Relationships, Elder Care Concerns, Eating Disorders, Alcoholism, other Chemical Dependencies, and other Addictions such as Gambling. Employees and supervisors will be informed about the program.

### **Section 2 - Record of Participation**

Reclamation will assure that no employee will have job security or promotion opportunities jeopardized by a request for counseling or referral assistance. It is agreed that employees who enroll and participate in good faith in the EAP will not be subject to any negative consequences for participation.

### **Section 3 - Confidentiality**

The parties recognize that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules, and regulations. Meeting with an EAP counselor is confidential. No personal information is released to the agency.

Without an employee's specific written consent, the supervisor may not obtain information about the substance of the employee's involvement with a counseling program. Information obtained with the employee's authorization from such counseling programs may not serve as the basis for disciplinary or adverse actions.

### **Section 4 - Leave Associated with EAP**

Reclamation shall grant leave (sick, annual, credit, LWOP, admin leave as appropriate) for employees who use the Employee Assistance Program, as would be granted for employees with any other personal issues.

## **ARTICLE 12--EMPLOYEE AWARDS AND RECOGNITION**

### **Section 1 - Background and Purpose**

Recognition of employees through monetary and non-monetary awards reflects the Parties efforts to promote continuous improvement in Reclamation performance. The employee recognition program is an incentive program; that is, employee recognition is based on achievement and improvement. Achievements are linked to Reclamation's commitment to providing high quality service to the public. The program is intended to motivate employees to strive for excellence.

#### **Monetary Awards**

- Performance
- On-The-Spot (up to \$910)
- Quality Step Increase
- STAR (over \$910)
- Time-off
- Employee Referral

#### **Non-Monetary Awards**

- Visual Identity (VI) logo jackets, shirts, baseball caps, etc.
- Peer-To-Peer (4 Hours' Time Off)

## **ARTICLE 13--EQUAL EMPLOYMENT OPPORTUNITY**

### **Section 1 - Policy**

Reclamation and the Union affirm their commitment to the policy of providing equal employment opportunity (EEO) to all employees, to establish Reclamation as a model Employer, and to prohibit discrimination on the bases of race, color, religion, sex, (including sexual harassment and pregnancy), age, national origin, or disability. In addition, the parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, sexual orientation, parental status, as well as to the policy of prohibiting retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Equal Pay Act, and all other laws and regulations related to unlawful discrimination.

### **Section 2 - Equal Employment Opportunity Program**

Reclamation's Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of Reclamation personnel policy and practice in accordance with applicable laws and Government-wide rules and regulations. This program shall include, but is not limited to the following:

- A. Providing reasonable job accommodation for qualified disabled employees,
- B. Reviewing selection processes and staffing procedure,
- C. Making reasonable accommodations for the religious needs of employees when such accommodations can be made without undue hardship to the conduct of Reclamation programs,
- D. Commitment to the prevention of sexual harassment,
- E. Abiding by all applicable Management Directives, and
- F. Promoting compliance, diversity, and outreach activities.

### **Section 3 - Complaints**

- A. Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.
- B. Employees shall choose from available designated EEO counselors for the Region to pursue their complaint, or, they may contact the Union to file a grievance.
- C. EEO counselors will fully advise employees who seek their assistance of the procedures (including time limits) involved in processing an EEO complaint under the statutory EEO appeals procedure. The EEO counselor will also advise the complainant of the right to file a grievance under the negotiated procedure (See Article 22, Grievance Procedures). If the employee elects to file a complaint, the employee must choose to file the complaint under the negotiated grievance procedure or the statutory EEO process but not under both.
- D. The representative designated in writing by the EEO complainant will have the same access to information as the complainant.
- E. Upon request, Reclamation agrees to provide the Union current statistics concerning discrimination complaints filed by employees, by issues, bases, and status.

## ARTICLE 14--HOURS OF WORK AND OVERTIME

### **Section 1 - General**

The Parties support the use of alternative work schedules as human resource initiatives designed to improve productivity and morale, as well as provide greater service to the public. Alternative work schedules shall not interfere with work operations, nor will they increase costs.

#### **A. Miscellaneous**

1. If Reclamation proposes to make any change to the current AWS Plan, the Union will be notified and given an opportunity to bargain.
2. The parties understand and agree that credit hours or compressed work schedules will be initiated by the employee and will be subject to approval by the supervisor.
3. Reclamation will provide the Union with advance written notice of any survey or study concerning AWS and/or credit hours in which information is sought from bargaining unit employees.
4. This Agreement does not preclude an employee from requesting an altered tour of duty for specific personal reasons.

#### **B. Lunch Breaks**

Reclamation will continue the existing lunch and rest break arrangements. If Reclamation determines that an adjustment to lunch and/or rest breaks is necessary, the Union will be given the opportunity to bargain on such changes in working conditions.

## **Section 2 - Tours of Duty/Scheduling**

- A. For the purpose of this section, an established tour is an approved tour of duty with a specific beginning and ending time.
- B. An employee's workweek will usually not extend over more than five days of the period Sunday through Saturday.
- C. Reclamation has determined that employees will not normally be required to report to work unless they have had at least 12 hours off-duty time between work tours; however, nothing in this article shall restrict Reclamation's right to assign work or employees pursuant to 5 USC 7106(a).
- D. Rotation of weekends and holidays will be on a fair and equitable basis within a group. The weekends are defined as Saturday and Sunday. Records of overtime worked on weekends will be maintained to assure fairness.
- E. Seniority among employees with comparable qualifications will be the determining factor for access to a preferred tour. The service computation date will be used to determine seniority.
- F. Excessive use of overtime or compensatory time in any area will be evaluated by the Union and Management to review staffing options.

## **Section 3 - General Overtime Provisions**

- A. Overtime shall be distributed in a fair and equitable manner among qualified employees.
- B. When an employee works overtime and is covered by the Fair Labor Standards Act, such overtime will be paid in increments of 15 minutes.
- C. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations.
- D. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour or who work overtime on their day(s) off are entitled to a minimum of two hours overtime pay. Employees called back in for emergency work shall not normally be required to perform nonemergency functions.
- E. In the event of an extension of a regular work shift into an evening or night work shift for more than a three-hour overtime work period, a dinner break will be given.
- F. Employees covered by Title 5 can accrue and use compensatory time when requested by the employee and approved by Management.

#### **Section 4 - Paid On-Call/Standby**

- A. Normally, volunteers will be used to perform on-call or standby duty before assigning such duty to non-volunteers. Cell phone use policies will be provided to the Union and employees.
- B. If on-call employees are called at home, and significant work is done from home, a minimum of two hours of pay will be approved. A call to report completion will be made to the immediate supervisor. On-call employees called back to the duty station shall receive a minimum of two hours of pay regardless of time needed to complete the work.
- C. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:
  - (1) 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
  - (2) 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.
- D. Employees shall not be scheduled on-call while on annual leave.
- E. On-call employees will not be utilized for nonemergency work.

#### **Section 5 – Work-From-Home**

The opportunity will be offered whenever it is feasible for the workplace. An agreement will be signed to request the opportunity to work-from-home, commonly called Telework. Any denial of such a request will be provided in writing including the detailed reason for the denial.

## **ARTICLE 15--INVESTIGATIONS**

### **Section 1 - General**

- A. As exclusive representative, the Union shall be given the opportunity to be present at any examination of an employee in the bargaining unit by a representative of Reclamation in connection with an administrative investigation (excludes criminal investigations) if:
  - 1. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
  - 2. The unit employee requests representation.
- B. The right to Union representation during investigations is not intended to interfere with the routine interaction between supervisors and employees in the normal course of a workday.
- C. Reclamation shall annually inform its employees of their right to Union representation under 5 USC 7114(2)(B) by posting notice of such rights on bulletin boards and through other appropriate means.
- D. If an employee initially declines representation, but wishes to have it after the interview begins, the employee may request it at that time. Management will temporarily stop questioning, allow the employee to contact the Union, and resume questioning or reschedule the meeting.
- E. An investigation shall be conducted in an expeditious and timely manner. Investigators are responsible for gathering all facts.
- F. Employees have an obligation to respond truthfully when questioned by the agency. Employees do not have to incriminate themselves.

- G. Supervisors, employees, and Union representatives will not, except as specifically authorized, disclose any information about an investigation. A copy of the statement of the employee will be given to the employee and/or the employee's representative. If no action was taken as a result of this investigation, the employee who was the subject and their representative will receive the results in a timely manner.
- H. When an employee has requested Union representation in an investigative proceeding, the Union representative may fully and actively represent the employee and is not limited to the role of an observer. However, the Union representative may not interfere with the investigation nor answer questions for the employee.
- I. An employee's representative shall receive a complete copy of all evidence used to support Reclamation's action.

## ARTICLE 16--MERIT PROMOTION

### **Purpose and Policy**

Merit promotions and assignments will be made in accordance with Federal laws, rules and regulations.

The Employer will ensure that all qualified applicants have an equal opportunity for promotion in accordance with Article 13 (Equal Employment Opportunity) of this Agreement. Selections for positions will be made without discrimination, or for any non-merit reasons.

The Employer and the Union agree that it is the responsibility of the selecting official to select the qualified individual whom he/she believes will best meet the requirements of the position to be filled. The Employer retains the right to fill vacancies by any source such as promotion, reassignment, transfer, new appointment, etc. However, well-qualified Reclamation Employees will be considered first, whenever possible.

The Employer will attempt to inform applicants who are not selected for merit promotion vacancies within 15 work days of the effective date of the personnel action.

Employees who believe they have incorrectly been rated ineligible may request that the Human Resources Office perform a redetermination of their eligibility. If, upon review, it is determined that the original rating was made in error, the employee will be afforded priority consideration for the next similar vacancy.

If selecting officials desire to conduct interviews, candidates shall be interviewed using the same job-related questions and criteria.

Reclamation will determine when to use details or temporary promotions due to emergencies, abnormal workloads, changes in mission or organization, or absences of personnel. Fully-qualified Reclamation employees will be given first consideration for all such work assignments.

At the employee's request, details of 30 calendar days or less will be documented by a memorandum signed by the supervisor. However, in order to obtain experience credit in the supervisor's record of employee, the employee is responsible for submitting an update for any periods of informal detail. A Personnel Action Request will be submitted for details in excess of 30 calendar days.

The detail procedure shall not be used to afford an employee a preferential opportunity to gain qualifying experience or to prevent others from gaining such experience.

An employee will not be temporarily promoted and/or detailed to a higher-graded position for more than a total of 120 calendar days in any continuous 12-month period without competition.

## **ARTICLE 17--REDUCTION IN FORCE**

### **Section 1 - Purpose**

Reclamation and the Union recognize that unit employees may be seriously and adversely affected by a Reduction in Force (RIF), reorganization, or transfer of function action. Management recognizes that attrition, reassignment, furlough, hiring freeze, and early retirement are among the alternatives to RIFs that may be available. This article describes the procedures Reclamation will take in the event of a RIF, reorganization, or transfer of function as defined in federal laws, rules, and regulations. It is also intended to protect the interests of employees while allowing Reclamation to exercise its rights and duties in carrying out the mission of Reclamation.

### **Section 2 - Applicable Laws and Regulations**

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

### **Section 3 - Union Notification**

- A. For actions covered by this Article, Reclamation agrees to notify the Union at the earliest possible date, preferably 90 calendar days prior to the effective date.
- B. Reclamation will provide written notice to the Union prior to any affected unit employees.
- C. A properly constructed notice to the Union under this Section shall consist, at a minimum, of the following information:
  1. The reason for the action,
  2. The approximate number, types, and geographic locations of positions affected, and
  3. The approximate date of the action.

### **Section 4 - Definition**

For the purpose of this article, the following terms are defined in law and regulations and are included for informational purposes:

#### A. Reduction-In-Force (RIF)

When Reclamation releases an employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when such action will take effect after Reclamation has formally announced a reduction-in force in the employee's competitive area and when the reduction-in force will take effect within 180 days.

#### B. Competitive Area

An area in which employees compete for retention is known as a Competitive Area. A competitive area must be defined solely in terms of Reclamation's organizational services or units and geographical location, and it must include all employees within the competitive area as defined.

#### C. Competitive Level

Positions in a competitive area that are in the same grade (or occupational level) and classification series that are similar enough in qualification requirements, duties, responsibilities, pay schedule, and working conditions that the incumbent of one position can successfully perform the critical elements of any other position in the level upon assignment to it, without loss of productivity or undue interruption.

### **Section 5 – Vacancies During RIF**

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

### **Section 6 - Employee Notification**

An individual employee who is adversely affected by actions stated in this Article shall be given a specific notice not less than 60 days prior to the effective date of the action.

## **Section 7 - Personnel Files**

The Union may review any bargaining unit employee's Official Personnel Folder (OPF) at an employee's written request if the employee believes that the information used to place him on the register is inaccurate, incomplete, or not in accordance with laws, rules, regulations, and provisions of this Article.

## **Section 8 - Records**

Reclamation will maintain all lists, records, and information pertaining to actions taken under this Article in accordance with applicable rules and regulations.

## **Section 9 - Retention Register**

Reclamation will state in writing that to the best of its knowledge the retention register is accurate as of the date it was developed. A copy of the retention register will be made available to the Union at the earliest possible time. The Union will maintain confidentiality.

## **Section 10 - Employee Use of Authorized Time**

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of RIF under this Article shall be entitled to reasonable time while otherwise in a duty status without charge to leave for activities such as, but not limited to:

- A. Preparing, revising and reproducing job resumes and/or job application forms,
- B. Participating in employment interviews,
- C. Using the telephone to locate employment,
- D. Reviewing job bulletins, announcements, etc.,
- E. Reasonable use of the following facilities and services for the purpose of locating suitable employment: telephone, reproduction equipment, E-mail, typing, and counseling, and
- F. Attend college class for resume writing or enhance personal or professional skills.

## **Section 11 - Performance Appraisals**

The employee's three most recent ratings of record received during the 4-year period prior to the date of issuance of reduction in force notice (consistent with 5 CFR 351.504) will be used to determine eligibility for credit toward an employee's service computation date.

## **Section 12 - Release From Competitive Level**

When an employee is to be released from their competitive level, the agency shall offer assignment. The offer will be as close to the employee's current grade as and in the same commuting area, if possible.

## **Section 13 - Employee Response to Specific Notice**

Upon receipt of specific notice notifying the employee that he/she is offered a reassignment or change to lower grade or will be released from their competitive level, the employee shall have a reasonable amount of time, the most the agency can give, in which to accept or reject the offer made. If a position with a higher representative rate or grade (but not higher than the rate or grade of the employee's current position) becomes available on or before the effective date of the RIF, Reclamation will make the better offer to the employee. However, making the better offer will not extend the 60-day notice period. If the employee declines the position or does not respond they will be separated.

## **Section 14 - Reassignment to a Different Geographic Area**

When approved, the employee's authorized relocation expenses shall be reimbursed at the authorized rates.

## **Section 15 - Displaced Employees**

Reclamation shall provide any employee to be separated by RIF or transfer of function with the appropriate information regarding unemployment benefits available to them.

## **Section 16 - Details**

Employees on detail will not be released during a reduction-in-force from the position to which they are detailed but, rather, from the affected employee's permanent position of record.

## **Section 17 – Rights of Affected Employees**

The Agency's Career Transition Assistance Plan (CTAP) regulations require that employees must take initiative and follow the procedures to apply for positions in order to recapture higher grades they may have held.

## **ARTICLE 18--SAFETY, HEALTH, AND ENVIRONMENT**

### **Section 1 - General**

The parties recognize that a safe and healthful work environment is valued. It is necessary for the accomplishment of Reclamation's missions; and contributes to a high quality of life for the employees. It shall be the responsibility of Reclamation to establish and maintain an effective and comprehensive Occupational Safety and Health Program in accordance with Public Law 91-596, the Occupational Safety and Health Act of 1970 (referred to as the Act), and 29 Code of Federal Regulations (CFR) Part 1960. In administering the program, Reclamation agrees to recognize the Union as the exclusive representative of bargaining unit employees. Reclamation shall furnish places and conditions of employment which are free of recognized hazards and unhealthful working conditions.

Employees shall comply with occupational safety and health standards and all rules, regulations, and orders that are applicable to their own actions and conduct.

### **Section 2 - Union Participation**

- A. Reclamation recognizes that Union participation in its Occupational Safety and Health Program is essential for the success of that Program. The Parties agree that work on the Safety and Health Program is a part of the ongoing Partnership between Reclamation and the Union. Time spent serving as a Union representative during safety and health inspections, as a member of a Safety and Health Committee or its subcommittees, developing plans for abatement of materials, investigating accidents, and safety-related committee assignments will be considered official time.
- B. The Union may designate a local Safety and Health Representative who will serve as the Union's point of contact for safety and health matters.
- C. The Union will be given the opportunity to participate in all scheduled workplace inspections which are intended to detect hazards to employees' safety and health. The Union may also participate in the Federal Health and Safety Committee.
- D. The Union Benefits Coordinator will be permitted to participate at the annual Health Fair to share information about Union benefits.

### **Section 3 - Report, Evaluation, and Abatement of Unsafe and Unhealthful Working Conditions**

- A. Any employee, group of employees, or representative of employees who believe that an unsafe or unhealthful working condition exists in any workplace, has the right to report such condition to the appropriate supervisor, the facility director, the appropriate Department Safety and Health official, and the Union. In the case of immediate threat to life or danger of serious physical harm, employees shall take appropriate actions to protect lives, safeguard others, and then immediately report the situation to the supervisor and/or facility Safety and Health personnel.
- B. Facility Safety and Health personnel and local Union safety representative will evaluate employee reports of unsafe or unhealthful working conditions in accordance with 29 CFR 1960. The Union will be formally notified of all serious hazards as defined in 29 CFR 1960.
- C. Reclamation agrees to ensure prompt abatement of unsafe and unhealthful working conditions.
- D. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within 30 calendar days. Such plan shall contain a proposed timetable for the abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions.
- E. Prior to the establishment of the official abatement plan, the facility's safety and health official will request that the supervisor take interim steps for the protection of the employees. The supervisor shall comply with this request.
- F. Any equipment, devices, structures, clothing, supplies, tools, or instruments that are found to be unsafe will be removed from service, locked-out, and/or tagged-out or rendered inoperative, by employees, supervisors, or safety officials, as appropriate.

### **Section 4 - Comprehensive Analysis of Injuries and Illnesses**

Reclamation agrees that comprehensive analysis will be performed to determine causes and appropriate corrective actions taken concerning patterns of injuries and illnesses that occur at each facility within the Lower Colorado Regional Office.

## **Section 5 - Imminent Danger Situations**

- A. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has a right to decline to perform his assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures. However, in these instances, the employee must report the situation to his supervisor or another supervisor who is immediately available.
- B. If the condition can be corrected and the corrected condition does not pose an imminent danger, the employee must return to work. If the supervisor cannot correct the condition or does not feel that an imminent danger condition exists, the supervisor shall request an inspection by facility safety and/or health personnel.
- C. When Management receives a report that an imminent danger situation exists at a particular work site, they will notify the Union Health and Safety representative(s) of the alleged dangerous or unhealthful condition as soon as possible.
- D. A Union representative will be given the opportunity to be present during the inspection by the facility safety and/or health personnel. If facility safety and/or health personnel decide the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. Refusal to perform an assignment after facility safety and/or health personnel have deemed it to be safe may result in disciplinary action.

## **Section 6 - Training**

- A. Reclamation will make available training as it deems necessary for employees who are assigned health and safety duties.
- B. Reclamation will provide basic and specialized safety and health training for Union Safety and Health Representatives.
- C. The Union may assist in the development of local safety and health training.

## **Section 7 - Allegations of Reprisal**

Reclamation agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against an employee for filing a report of an unsafe or unhealthful working condition.

## **Section 8 - Work-Related Injuries and Illnesses**

Employees must immediately report any and all injuries and incidents that are work-related to their supervisor as soon as possible. The supervisor will take appropriate action.

## **Section 9 - Use of Insecticides and Other Like Chemicals**

Individuals with special health needs will be reasonably accommodated, should they present medical documentation of sensitivity to paint, insecticides, cleaners, or other chemicals.

## **Section 10 - Temperature Conditions**

- A. The parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' health. The parties agree that the problem of temperature extremes, either hot or cold, be referred to the appropriate maintenance supervisor.
- B. Reclamation will make reasonable efforts to provide comfortable humidity and temperature control.

## **Section 11 - Asbestos**

- A. Management shall conduct periodic inspections in each office to determine the existence of asbestos. Qualified inspectors will inspect the facility for asbestos under EPA standards in accordance with Hazardous Air Pollutants regulations. The resulting documentation shall be provided to the Union.
- B. Management will review all new construction and/or space modification contracts and/or work orders to determine if asbestos is present and, if so, how to proceed with appropriate removal or containment.
- C. Management will notify the Union prior to initiating procedures for asbestos removal.
- D. Where it has been determined that asbestos exists in an occupied facility, Management will conduct periodic air sampling, as appropriate.
- E. Management will comply with all applicable health and safety standards with respect to this topic.

## **Section 12 - On-site Security**

The parties agree that violence is not acceptable in any workplace within Reclamation in accordance with existing policies.

- A. Reclamation will make reasonable efforts to protect employees from abusive and threatening occurrences and will take reasonable precautions to ensure such protections.
- B. Reclamation will arrange for emergency protective assistance at each facility to enable employees to receive assistance if the situation requires it.
- C. Whenever an employee is faced with a physically threatening situation, Reclamation will provide appropriate assistance.
- D. Under no circumstances shall any Reclamation Employee divulge personally identifiable information to an outside party, except as required by law. When the employee reasonably believes harassment or physical abuse may result from someone receiving personal information, the supervisor will be notified as soon as possible.
- E. Within reason, Reclamation will equip reception areas with appropriate security devices to ensure employee safety.

## **Section 13 - Emergency Preparedness**

- A. Management agrees to make reasonable efforts to assure that each office has adequate personnel available to administer cardio-pulmonary resuscitation (CPR). All personnel who have been trained and who voluntarily respond to Medical Emergencies will become familiar with all work site, and location of emergency equipment and first aid kits within the Regional Office complex. The Union fully supports the recruitment of employees to learn and administer CPR.
  - 1. Reclamation will provide CPR shields and masks for those employees administering CPR.
  - 2. Training for CPR certification and/or recertification will be at no cost to the employees.
  - 3. The Union fully supports the CPR program.
- B. Management agrees to maintain adequate first aid supplies at each office. All employees will have reasonable access to these supplies. Assistance offered will be considered Good Samaritan volunteers.

## **Section 14 – Ergonomics**

Employees will be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. It is also agreed that equipment will be ergonomic, to the extent possible.

## **Section 15 - Indoor Air Quality**

- A. The parties agree that all employees are entitled to work in an environment containing safe and healthful indoor air quality.
- B. Reclamation shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by federal regulatory agencies.
- C. On-site investigations/inspections will be conducted when a problem concerning Indoor Air Quality or Building Related Illness is formally brought to Management's attention.
- D. In compliance with engineering standards, Reclamation shall maintain ventilation efficiency.
- E. Reclamation agrees to comply with all applicable safety and health standards concerning microbial contamination.

## **Section 16 - Renovation and Construction**

Wherever management decides to alter the physical work site of employees represented by the Union, the Union will be notified in advance.

## **Section 17 - Equipment, Machinery, and Furniture**

- A. Employees are encouraged to report (see Section 3) equipment, machinery, or furniture that cause or have potential to cause injuries such as repetitive motion injuries. Reclamation agrees to investigate such reports expeditiously and to implement appropriate corrective action.
- B. Only qualified personnel shall perform maintenance or repair on moving or operating machines. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in operation.

## **Section 18 - Safety and Health Records**

Reclamation agrees to compile and maintain records required by the Occupational Safety and Health Act and Bureau Safety and Health Programs. Reclamation agrees to ensure access by employees, former employees, and Union representatives to records/logs of facility occupational injuries and illnesses (including copies of accident reports) and to the annual summary of these in accordance with 29 CFR Subpart 1960, consistent with Freedom of Information Act and Privacy Act requirements.

## **Section 19 – Smoking**

The parties support EO 13058 which limits smoking inside facilities and areas within 50 feet of doorways. Understanding that smoking tobacco is still a legal right of employees, designated smoking areas will be identified by Reclamation for each facility and include a covered area to protect employees from inclement conditions.

## **Section 20 – Training**

The Union designee will be invited to attend annual safety conferences and collateral duty safety training classes as appropriate.

## ARTICLE 19--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. All leave charges shall be in increments of one-quarter hour.
- C. Employees should request, in advance, approval of anticipated leave.
- D. Leave will be denied only for appropriate reasons and not as a form of discipline.
- E. No arbitrary or capricious restraints will be established to restrict when leave may be requested.
- F. Employees will not be denied leave based solely on their leave balance.

### **Section 2 - Annual Leave**

- A. Annual Leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes.
- B. The use of accrued annual leave is a right of the employee, subject to the right of the employer to approve when leave may be taken.
- C. Management will render timely decisions on employees' leave requests. Employees should submit requests as far in advance as possible on OPM-71 for three or more consecutive days. Unplanned leave will be requested as soon as possible.
- D. Reclamation recognizes the needs of employees to plan vacation and personal time off. Therefore, Reclamation will not cancel leave which has been approved without the consent of the employee, except for severe workload and rare emergency circumstances.
- E. Carryover (restored) leave will be addressed in accordance with applicable rules and regulations.
- F. Should conflicts arise in scheduling annual leave, they will be resolved using a fair and equitable procedure. To resolve conflicts, seniority will be used by the employee only once per year and may not be used for the same Holiday in the following year. Reclamation will allow the maximum number of employees to use leave in accordance with coverage requirements.

### **Section 3 - Excused Absence**

Supervisors may excuse, without charge to leave, infrequent, brief periods of tardiness/absence if such tardiness/absence was for adequate reasons.

### **Section 4 - Sick Leave**

- A. Sick leave is an employee's earned benefit and will be granted to the employee for appropriate absences such as when an employee:
1. Receives medical, dental, or optical examination or treatment.
  2. Is incapacitated for the performance of duties by sickness, injury, pregnancy, or confinement.
  3. Is required to give care and attendance to an immediate family member who is afflicted with a contagious disease.
  4. Would jeopardize the health of others by being present on duty after exposure to a contagious disease.

Note: Sick leave is also authorized under the provisions of the Family Friendly Leave Act (Section 12 of this Article).

- B. It is the responsibility of an employee who is incapacitated for duty to notify the immediate supervisor or designee (or to have any responsible person make the notification for the employee) at the work site as soon as possible.
- C. An employee who expects to be absent more than one day will inform the supervisor or designee of the expected date of return to duty and notify the supervisor of any change.
- D. Supervisors should make an effort to accommodate employees who request, in advance, a change in work schedule to meet medical or dental appointments.

### **Section 5 - Documentation for Sick Leave**

- A. An employee requesting sick leave or leave without pay 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. An employee may justify the request for sick leave:
1. By medical documentation in accordance with 5 CFR Part 339.104.
  2. 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;

- a. is not on leave restriction and
  - b. provides, if requested, an updated valid medical certificate every six month which clearly states the continuing need for the periodic absences.
3. Medical certification must include the nature of the injury/illness and a statement that the employee was incapacitated for work and date(s) of incapacitation in accordance with the requirements found at 5 CFR 630. This will be considered sufficient for medical certification purposes. This applies to sick leave of more than three days.
- B. Documents regarding employee absence for sick leave purposes are highly sensitive. Management will ensure that they are maintained in a secure and confidential manner.
- C. Where Reclamation has reasonable grounds to question whether an employee is properly using sick leave, Reclamation may take one or more of the following actions:
- 1. Inquire further into the matter and ask for the employee to explain.
  - 2. Counsel the employee and warn of further consequences.
  - 3. Place the employee on leave restriction.
  - 4. Take corrective actions as necessary.

*Note:* Frequency or amount of leave used will not be the sole factor for determining sick leave abuse, nor will leave for which medical documentation has been provided. When leave restriction ends and the notice of restriction is removed, the employee will be notified of this action.

## **Section 6 - Employee Absences for Court or Court-Related Services**

- A. Except as otherwise modified by applicable law, government-wide regulations or other outside authority binding on Reclamation, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave or loss of salary in the following instances:
- 1. For jury duty.
  - 2. To appear as a witness on behalf of the Federal, District of Columbia, state, or local government.
  - 3. To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records.
  - 4. To appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is the United States, District of Columbia, or a state or local government.
  - 5. Money received for performing jury duty in federal state or local courts are indicated on the pay voucher or check as either "fees for services rendered" or "expense money."

"Expense money" may be retained by the employee; "fees for services rendered" must be submitted to the appropriate financial office.

6. It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court-related services.
- B. When an employee is excused from jury duty for a period that would permit the employee to work for at least four hours, he or she is expected to return to work.

### **Section 7 - Leave Without Pay (LWOP)**

- A. Requests for LWOP will be given serious, bona fide consideration. The granting of LWOP will be in a fair and equitable manner. In those cases when more than one employee requests the same period of LWOP, seniority will be the deciding factor. Employees are reminded that LWOP has possible consequences to leave accruals, within rate increases (WRI) and retirement benefits.
- B. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. The request and the reason must be in writing.
- C. Upon return to duty after a period of LWOP, management will restore the employee to the position which the employee held prior to the leave or to a similar position at the same grade and pay within the commuting area.
- D. Employees may request LWOP for educational purposes when it is in the interest of Reclamation.
- E. LWOP is granted at the discretion of Management, except in the following cases:
  1. When a disabled veteran requests LWOP for medical treatment,
  2. When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders. Employees may request such leave after their military leave has been exhausted.
  3. When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the Office of Workers' Compensation Program, or
  4. When an employee makes a request under the Family and Medical Leave Act and meets the criteria for that program.

### **Section 8 - Religious Compensatory Time**

- A. An employee whose personal religious beliefs require abstention from work during certain periods of time may elect to work additional hours to compensate for time lost for meeting those religious requirements.

- B. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of Reclamation's mission, Reclamation shall in each instance, afford the employee the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the work day or work week.
- C. For the purpose stated in paragraph B of this section, the employee may work such compensatory overtime before or after the granting of compensatory time off. Advanced compensatory time off should be repaid with the appropriate amount of compensatory overtime work within a reasonable amount of time. Compensatory overtime shall be credited on an hour-for-hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory overtime earned and used.

### **Section 9 - Military Leave**

Military Leave will be granted in accordance with law and regulations. Management will take into consideration the schedules of employees who work off-tours and will, when possible, arrange schedules to allow such employees to have scheduled days off immediately preceding and following the required military leave.

### **Section 10 - Advance Annual/Sick Leave**

- A. An employee may be advanced the amount of annual leave that will accrue up to the end of the leave year. However, advance annual leave may not be granted to a temporary employee beyond the date set for the expiration of the employee's temporary appointment or to any employee if there is a likelihood that the employee will retire, be separated, or resign from Reclamation before the date the employee will have earned the leave. Upon separation, employees must repay the balance of any remaining advanced annual leave.
- B. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave for up to 30 days. The employee will not be required to use accrued annual leave prior to using the advanced sick leave.
- C. Advance sick leave may be combined with annual leave when necessary to cover one continuous period of absence.
- D. It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered.
- E. Denials of requests for advance leave must be conveyed to the employee promptly and must contain a specific explanation of the reasons for the denial.

## **Section 11 - Voluntary Leave Transfer Program/Leave Bank**

In accordance with the law, Employees are entitled to donate and receive leave for medical emergencies.

## **Section 12 - Family Friendly Leave**

A Employees may use up to 104 hours of accrued sick leave in a year under the Federal Employee Family Friendly Leave Act:

1. To care for or otherwise attend to a family member having a physical or mental illness, injury, pregnancy, child birth, dental or optical examination or treatment which would justify the use of sick leave; and
2. For purposes relating to the death of a family member, including making arrangements for and attending the funeral of such family member.

B. Family member is defined as:

1. Spouse and parents of spouse;
2. Children, including adopted children, and their spouses;
3. Parents, Stepparents, Grandparents;
4. Brothers and sisters and their spouses; and
5. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family member.

C. The amount of sick leave to which part-time employees are entitled is a pro-rated amount of full-time employees' entitlement, in accordance with government-wide law and regulation.

## **Section 13 - Family Medical Leave Act**

A. Maternity and Paternity Leave

1. Under the Family Medical Leave Act and this Agreement, bargaining unit employees are entitled to 12 weeks of LWOP during any 12 month period for the following reasons:
  - a. Birth of a son or daughter and the care of such son or daughter; and
  - b. Adoption of a son or daughter or foster care.
2. Supervisors are encouraged to approve additional leave as circumstances warrant.

B. Other Family Medical Leave

1. Under the Family Medical Leave Act and this Agreement, bargaining unit employees are entitled to 12 weeks of LWOP during any 12 month period for one or more of the following reasons:

- a. The care of a family member of the employee with a serious health condition. Family member is defined as:
    - 1. Spouse and parents of spouse;
    - 2. Children, including adopted children; and
    - 3. Parents.
  - b. Supervisors are encouraged to approve additional leave as circumstances warrant.
  - 2. A serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee.
  - 3. Family Medical Leave Act of 1993 as amended in 2008 in the National Defense Authorization Act permits military family members of those injured or suffering a serious medical treatment will be permitted up to 26 work weeks of leave.
- C. Substitution of Paid Leave - For either Paragraphs A or B of this Section, the employee may elect to substitute annual leave, sick leave, compensatory time off, or credit hours for unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations. Employees may also combine annual leave, compensatory time, sick leave, or credit hours with unpaid family or medical leave for any period of approved leave. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

#### **Section 14 - Leave for Bereavement**

- A. Upon request, subject to any documentation requirements, leave-approving officials shall approve up to five days of annual leave, sick leave, and/or LWOP for employees to mourn the death of the following family members:
  - 1. Spouse;
  - 2. Children, including adopted and step-children;
  - 3. Grandparents, Parents including step-parents;
  - 4. Siblings including step-brother/sister, or brothers and sisters; and
  - 5. Any individual related by affinity, i.e., whose association with the employee is the equivalent to one of the family relationships identified above.
- B. The supervisor may choose to require documentation (e.g., obituary, death certificate) prior to final approval of bereavement leave. However, this documentation will normally be required only in unusual circumstances.

#### **Section 15- Excused Absence (Administrative Leave)**

- A. Excused absence (sometimes referred to as administrative leave) is absence from assigned duties without charge to leave or loss of pay. The parties agree that excused absence may be granted for activities which are in the Government's interest.

- B. Employees will be granted up to four hours of excused absence to donate blood to a Reclamation-sponsored or endorsed blood program. Additional excused absence will be granted to employees who donate blood platelets through recognized programs. Time spent in necessary travel for such purposes may also be administrative leave.
- C. Upon request, subject to certification by a physician, leave-approving officials shall approve excused absence for employees who serve as living donors for bone marrow, organ, and tissue donation and transplantation. The use of excused absence can cover time off for activities such as donor screening, the actual medical procedure, and recovery time.

## **ARTICLE 20--TRAINING AND CAREER DEVELOPMENT**

### **Section 1 – General Provisions**

The training and development of bargaining unit employees to perform their assigned duties and responsibilities is a matter of significant importance to maximize full utilization. The Employer will encourage employees to plan and follow self-development when those plans have a relationship to assigned duties and responsibilities.

### **Section 2 – Training Costs**

The Employer, within budgetary limitations, will make available to employees the training the Employer determines is necessary for the performance of their assigned duties, as identified in periodic training needs assessments. The Parties endorse the principle of employee participation in identification of job-related training during the periodic training needs assessment process. The Parties agree to continue their encouragement of self-initiated development efforts by employees consistent with the terms of this Article.

### **Section 3 – Training Requests**

The Employer will provide current information about in-house or Employer-sponsored offsite training sessions. This information will be made available to all employees. Training requests by the employee will be directed to the supervisor. Employees seeking counseling and guidance regarding the training program should discuss the matter with their immediate supervisor and/or Regional Training Office staff. Training shall be offered without regard to an employee's membership in the bargaining unit or the Union.

### **Section 4 - Reassignment**

The Employer agrees that when an employee is reassigned due to abolishment of position, sufficient training as determined by the Employer will be provided to the employee to enable him/her to perform the duties of the new position.

### **Section 5 – Developmental Training**

When an employee requests self/professional developmental training, the Employer will consider payments of authorized expenses for such training in accordance with existing Reclamation guidance and policy. Failure to satisfactorily complete such training will result in the employee having to reimburse any costs incurred by the Agency to provide this training or denial of reimbursement for costs incurred by the employee for such training.

## **Section 6 – SMARTT Program**

Students Motivated to Achieve Results Through Training (SMARTT) is a program for employees to seek a higher education related to the Bureau of Reclamation's mission. Employees may use this program to pursue higher education that is unrelated to their job but related to the Bureau of Reclamation's mission. For example, a clerical employee may take engineering classes or an administrative employee may take classes related to craft work such as electrical theory, welding, or pump and motor operation. Participation in the SMARTT Program is voluntary, is normally during off-duty hours, and does not obligate Reclamation to place an employee in their field of study.

## ARTICLE 21—WORKERS' COMPENSATION

### **Section 1 - Counseling**

Reclamation agrees that when employees suffer or allege illness or injury in the performance of duties, the supervisor or the appropriate management official will immediately inform the affected employees of their rights under the Federal Employees Compensation Act (FECA). These rights include the following:

- A. The employee's right to file for compensation benefits;
- B. The types of benefits available;
- C. The procedure for filing claims; and
- D. The option to use compensation benefits if approved in lieu of sick or annual leave.

### **Section 2 - Procedure for Filing Claims for Workers' Compensation Benefits**

- A. As soon as possible after experiencing a job-related injury or illness, the employee should contact their supervisor.
- B. The employee should obtain guidance and Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, online or from the supervisor.
- C. The appropriate sections of the form should be completed by the employee and given to the supervisor as soon as possible, but not later than 30 calendar days from the date of the occurrence. Delay in filing may result in loss of continuation of pay. If the employee is incapacitated, this action may be taken by someone acting on his/her behalf.
- D. Reclamation agrees to post a notice on all Department-controlled bulletin boards advising employees of the appropriate Human Resources' office room/building location for filing Workers' Compensation claims. The notice will also include Human Resources' office telephone numbers for obtaining information/assistance relevant to Workers' Compensation claims.

### **Section 3 - Definitions**

- A. Traumatic injury/illness means a wound or other condition of the body caused by external force, including stress or strain, which is identifiable as to time and place of occurrence and member or function of the body affected. The injury must be caused by a specific event or incident or series of events or incidents within a single work day or work shift.

- B. Occupational Disease means a condition produced in the work environment over a period longer than a single workday or shift by such factors as systemic infection, continued or repeated stress or strain, or exposure to hazardous elements such as but not limited to, toxins, poisons, fumes, noise, particulates, or radiation, or other continued or repeated conditions or factors of the work environment.

#### **Section 4 - Election of Benefits Options**

- A. Pending the approval of the compensation claim, an employee with a job-related traumatic injury/illness or occupational disease may elect to be placed on sick or annual leave instead of leave without pay. Employees are reminded that LWOP has consequences to leave accruals. Employees who use LWOP in lieu of annual or sick leave will lose at least one hour accrual in each category per pay period.
- B. As an alternative to Section 4A, above, an employee with a job-related traumatic injury/illness may elect to receive 45 days of continuation of pay (COP) if the claim is filed within 30 days of the injury. The entitlement to COP is not available to employees who file an occupational disease claim.
- C. If the employee's claim is approved, the employee shall have the option of buying back any leave used and having it reinstated to the employee's account.
- D. If the employee's claim for compensation is disallowed by the Department of Labor, Office of Workers' Compensation, any of the 45 days of COP that were previously granted will be converted to sick leave, annual leave, and/or leave without pay. The employee shall be responsible for advising Reclamation as to which form(s) of leave is (are) appropriate and for completing an SF-71, Application for Leave, or its electronic equivalent.
- E. Reclamation shall assist employees in obtaining technical information regarding the proper procedures for filing claim appeals to The Department of Labor.

#### **Section 5 - Placement of Worker's Compensation (OWCP) Claimants**

- A. When an employee requests and supports their request with appropriate medical information, Reclamation will make a serious effort to assign the employee on a temporary basis to duties consistent with the employee's medical needs, pending resolution of their medical restrictions.
- B. Where the employee requests and supports his request with approved OWCP claim and lawfully appropriate medical information, Reclamation will make a serious effort to assign the employee to duties consistent with the employee's medical needs. Any such action will be consistent with the law.

C. If the Department of Labor, Office of Workers' Compensation, determines that an employee who was previously deemed disabled has now recovered and is medically able to be reemployed, Reclamation will make a serious effort to offer appropriate employment.

## **ARTICLE 22--GRIEVANCE PROCEDURE**

### **Section 1 - Purpose**

This article shall be administered in accordance with Title 5 U.S. Code Chapter 71, “The Federal Service Labor-Management Relations Statute” and this Agreement. The Employer and the Union recognize and endorse the importance of bringing to light and addressing employee concerns through the negotiated grievance procedure promptly and, whenever possible, informally. In this regard, the parties will ensure that their representatives are properly authorized to resolve matters raised under this article. The purpose of this article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances. Except as provided by law, this article shall be the sole and exclusive procedure available to the Employer and the Union and employees of the Unit for the resolution of grievances.

### **Section 2 - Use of Statutory Appeal Procedures or Negotiated Grievance Procedures**

- A. In accordance with 5 U.S.C. § 7121 an employee, at their option, may raise matters covered under § 4303 (Unacceptable Performance) and § 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised their option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.
- B. Similarly, an employee affected by a prohibited personnel practice under Section 2302(b) (1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised their option at such time as he/she timely files a grievance in writing or files a written complaint under either the regulations of the Office of Special Counsel, or the statutory EEO procedure, whichever event occurs first.
- C. If the employee elects to file a grievance for violations of the EEO law, under the negotiated procedure, he/she shall have 15 workdays after the incident or after they became aware of the incident, to file the grievance.
- D. The employee may discuss the allegation with an EEO counselor if they prefer. This discussion must be within 45 calendar days after the event causing the allegation or after the date the employee became aware of the event. The counselor shall have 30 calendar days to resolve the matter informally. The counselor will give the employee a written notice stating their right to file either a formal complaint under the statutory EEO procedure or a grievance under this procedure, but not both.

### **Section 3 - Representation**

- A. Any bargaining unit employee may present a grievance covered under the terms of this Agreement to the Employer under this article. The Union as the exclusive representative, or its designated representative, shall be the only representative used by an employee under this procedure, except that an Employee may elect to represent themselves. The Union will be provided with a copy of all grievances filed by employees.
- B. An employee may present a grievance under this procedure without representation as long as the resolution is not inconsistent with the terms of this Agreement. If the Employee elects to represent themselves, the Union shall be notified and be given an opportunity to be present at any grievance discussion conducted under the negotiated procedure. The Union shall also be provided a copy of any written decision or settlement in the matter.
- C. Employees will be authorized necessary time while on duty to prepare and participate in grievances, including individual or group grievances and arbitration.

### **Section 4 - Procedures for Employee Grievances**

The following procedure shall be exclusively used for the submission of employee grievances to the Employer under this Article.

#### **A. Step 1**

1. A written grievance shall be filed with the grievant's first level supervisor. The written document must state that it is a grievance. The grievance may be presented by the concerned employee, with or without a Union representative. Grievances must be presented within 15 calendar days from the date of the occurrence of the event that gave rise to the grievance.
2. If an employee presents a grievance directly to the Employer on his own behalf without Union representation alleging a violation of this Agreement, the Union must be notified and given the opportunity to have a Union representative present to protect the rights of the bargaining unit at this step or any other step.
3. The first level supervisor will provide a written answer within seven calendar days of receipt of the grievance or meeting whichever is later.
4. If dissatisfied with the Step 1 decision, the Employee/Union may proceed to Step 2.

## **B. Step 2**

1. If the grievance is not settled at Step 1, or if no response is provided, the Union representative may, within seven calendar days, forward the grievance to the Office Director or designee for further consideration.
2. Upon request, the Office Director will hold a meeting to hear the grievant's or Union representative's oral presentation. If an employee presents a grievance directly to the Employer on his own behalf without Union representation for adjustment consistent with the terms of the agreement, the Union must be notified and given the opportunity to have a Union representative present to protect the rights of the bargaining unit at this or any other step.
3. The Office Director will provide a written answer within seven days of receipt of the grievance or meeting whichever is later.
4. If dissatisfied with the Step 2 decision, the Employee/Union representative may proceed to Step 3.

## **C. Step 3**

1. If the grievance is not settled at Step 2, if no response is provided, the Employee/Union representative may, within seven calendar days, forward the grievance to the Regional Director or designee for further consideration. If an employee presents a grievance directly to the Employer on his own behalf without Union representation for adjustment consistent with the terms of the agreement, the Union must be notified and given the opportunity to have a Union representative present to protect the rights of the bargaining unit at this or any other step.
2. The Regional Director or designee will review the grievance, schedule a meeting with the employee and/or Union representative within seven days after receipt of the grievance, and provide a written answer within seven days after the meeting.
3. If a response from the employer is not given within the agreed upon time limits, the grievance may be automatically advanced to Arbitration.

## **Section 5 - Union-Management Grievance Procedure**

The Union may initiate a grievance on its own behalf concerning (1) the effect or interpretation, or claim of breach of this Agreement or (2) any claimed violation, misinterpretation, or misapplication of any law, rule, regulation, or policy issued for the purpose of affecting conditions of employment, by filing it with the Regional Director. The Union may also submit a grievance on behalf of an individual or group of employees. The grievance shall be submitted in writing no later than 30 days from the act or occurrence giving rise to the grievance or no later than 30 days from the date the Union knew, or had reason to know, of the act or occurrence whichever is later. A grievance concerning a continuing practice may be filed within 30 days of any act giving rise to a legitimate complaint. The grievance must be signed by the Union president or designee and filed with Regional Director. The parties will meet within 15 days to discuss the grievance. The deciding official shall issue a written response within 30 days of receipt.

## **Section 6 - Exclusions**

Matters excluded from this procedure are:

1. Violations relating to prohibited political activities;
2. Matters concerning retirement, life insurance or health insurance;
3. A suspension or removal for national security reasons;
4. Any examination, certification or appointment;
5. Classification of any position which does not result in the reduction in grade or pay of an employee;
6. Termination of probationary/trial period employees; and
7. Granting or not granting a performance award, honorary award or adoption of a suggestion.

## ARTICLE 23--ARBITRATION

### **Section 1 - Purpose**

This article shall be administered in accordance with the Federal Service Labor-Management Relations Statute, Title 5, U.S. Code Chapter 71, and this Agreement. This article establishes the procedures for the arbitration of disputes between the Union and Reclamation which are not satisfactorily resolved by the negotiated grievance procedure covered in this Agreement.

### **Section 2 - Procedures**

- A. The Union or the Employer may invoke arbitration by serving notice on the other within 30 calendar days following receipt of a final decision under the Negotiated Grievance Procedure. The notice shall identify the grievance and shall be signed and dated by an authorized representative on behalf of the party submitting the matter to arbitration.
- B. The party initiating arbitration may request a list of seven arbitrators from the Federal Mediation and Conciliation Service. The parties share the expenses of the Federal Mediation Conciliation Service (FMCS). Within 15 days from receiving the list of arbitrators from the FMCS, the parties shall meet to select an arbitrator. At any time, the parties may agree to obtain a new list of arbitrators from the FMCS. Upon request of the grieving party (i.e., Management or the Union), the FMCS or other service 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.
- C. Upon selection of the arbitrator, the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing. Hearings concerning employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed upon.
- D. When a grievance concerns a complaint of sexual harassment, as defined in Article 13, Equal Employment Opportunity, the hearing shall be a closed forum upon request of either party.

### **Section 3 – Timeliness, Grievability, and Arbitrability**

The arbitrator has the authority to make all timeliness, grievability, or arbitrability determinations. If either Party raises an issue of timeliness, grievability, or arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Timeliness, arbitrability and grievability assertions must be raised in writing by Step 3 of the grievance procedure. Upon mutual agreement of the Parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance. Any allegations of timeliness, grievability, and arbitrability will be heard as threshold issues in the hearing. There will be no separate hearing for these issues, except by mutual consent.

## **Section 4 - Witnesses and Parties**

The grievant(s), the grievant's representative, and technical advisor, if any, and all employees identified as witnesses, who are in an active duty status, shall be excused from duty and granted official time and travel and per diem expenses to the extent necessary to participate in all phases in the arbitration proceeding. Reclamation shall ensure that all witnesses who are employed by Reclamation are available for the hearing. In those instances when a witness cannot be made available on the day required, the arbitration may be postponed.

## **Section 5 - Authority of Arbitrator**

The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award in accordance with law, or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

## **Section 6 - Ex Parte Communication with Arbitrator**

There will be no communication with the arbitrator unless both Parties are participating in the communication.

## **Section 7 - Computation of Time**

In computing periods of time for the purpose of this article, the first day of counting will be the day after the day of the act or event (e.g., the day after the employee received a final decision to take discipline, or the day after the deadline for submitting a response to a grievance). If the last day in the count is a Saturday, Sunday, a legal holiday, a day other than a legal holiday when Reclamation's office is closed, or a day in which an unscheduled leave policy is in effect due to inclement weather, that day shall not be counted, and the last day will be the next regular work day.

## **Section 8 - Arbitrator's Award**

The arbitrator shall render a written decision not later than 30 days after the conclusion of the hearing unless the Parties mutually agree to extend this time limit. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will immediately take the actions required by the final award within 15 days after it becomes final and binding, unless otherwise specified in the written decision.

## **Section 9 - Costs of Arbitration**

- A. The Parties agree to share equally the cost of regular fees, including reasonable travel expenses of the arbitrator selected to hear the case.
- B. The cost of a reporter or transcript, if used, shall be shared equally by the Parties if it is mutually agreed by the Parties to have one, or where requested by the arbitrator. Absent mutual agreement, either Party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation.
- C. If, prior to the arbitration hearing, the Parties resolve the grievance, any cancellation fees shall be borne equally by both Parties. If a Party requests postponement, that Party shall bear the full cost of any rescheduling fees or postponement fees.

## **Section 10 - Attorney Fees and Expenses**

Reasonable attorney fees and expenses will be provided to the Union consistent with governing statute or case precedent.

- A. By statute, an arbitrator has jurisdiction to resolve a motion for attorney fees from the Union after an award becomes final and binding.
- B. The arbitrator's award on the issue of attorney fees will be issued within 30 days of the arbitrator's receipt of Reclamation's response to the Union's request. The arbitrator will provide a detailed explanation of why fees were or were not granted, as well as the hours and rates allowed.

## ARTICLE 24--OFFICIAL TIME

### **Section 1 - Purpose**

- A. The purpose of official time is to provide bargaining unit employees time in which to perform representational activities including statutory responsibilities during normal working hours, without charge to annual leave. This article provides an equitable process for the allocation and approval of official time and recognizes that the appropriate use of official time benefits both Reclamation and the Union.
- B. Official time at Bureau of Reclamation, Lower Colorado Regional Office, shall be administered in accordance with Chapter 71 of Title 5 of the U.S.C.

### **Section 2 - Recognition**

The Employer agrees to recognize the authorized officers and designated stewards of the Union. The Local President or designee will provide notice to Reclamation when a National Vice President or National Representative of the Union is representing the Union before the Employer.

### **Section 3 - Representational Functions**

- A. Official time may be used for representational purposes to include, but is not limited to:
  - (1) Preparing and presenting of grievances at any step of the negotiated grievance procedure;
  - (2) Appearing as a witness in any step of the grievance;
  - (3) Preparing and representing an employee or the Union in an arbitration hearing;
  - (4) Appearing as a witness in an arbitration hearing;
  - (5) Preparing for and attending meetings scheduled by management;
  - (6) Representing the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;
  - (7) Investigating and preparing Union and employee grievances and appeals;
  - (8) Assisting an employee when designated as their Representative in preparing a response to a proposed disciplinary action;
  - (9) Preparing responses to management initiated correspondence;

- (10) Assisting an employee in preparing a response to any personnel action resulting from a directed fitness for duty examination;
  - (11) Maintaining records in support of and preparing reports that are required of the Union by federal agencies;
  - (12) Participating in bargaining over changes in working conditions of bargaining unit employees which occur during the term of this Agreement.
  - (13) Traveling between posts of duties or to the Union office to accomplish any of the above.
  - (14) Acting as a representative of the Union in presenting the views of the bargaining unit to Members of Congress or their staff regarding conditions of employment per Title 5, Chapter 7102 (1).
  - (15) other representational functions permitted by law.
- B. Official time is prohibited for any activities performed by any employee relating to the internal business of the Union including the solicitation of membership, elections of Union officials, and collection of dues.
- C. The parties acknowledge that official time for employees and representatives is provided under separate authority to participate in statutory appeal procedures. This includes, but is not limited to, proceedings before the Federal Labor Relations Authority, and the Equal Employment Opportunity Commission.

#### **Section 4 - Official Time for Union Stewards**

- A. Union representatives who request to leave their assigned work area on official time as authorized under this agreement will obtain the permission of the immediate supervisor or appropriate management official before performing representational duties. The supervisor shall approve the request unless the representative's absence would cause a substantial disruption. If the supervisor is unable to grant the request the parties will arrive at a mutually agreeable time for departure, normally within 24 hours. The Union official will be given time to inform any bargaining unit employees involved in the delay.
- B. The meeting with the employee will generally take place at the Union Office. The Steward will follow the standard procedure from Section 4. (A) and will notify and request time to meet with the employee. The Steward will notify the supervisor of the purpose of the meeting, the departure time and estimated return time. When the Union representative needs to leave the work site and their immediate supervisor is temporarily absent from the site, the next level available supervisor will be contacted. On occasion, discussions between the Union representative and the employee may take longer than originally anticipated. In these cases, both may contact their supervisors telephonically or by e-mail to notify them of the need to extend the anticipated return time.

- C. The Union representative will notify their supervisor upon their return to the work area.
- D. Employees will be given a reasonable amount of time to meet with their Union representative to discuss matters covered by law, rule, regulation, or Agency policies related to working conditions, or this Agreement. The employee will obtain the approval of his or her supervisor before meeting with a Union representative during duty hours.
- E. The Union will be authorized a reasonable amount of time for representational functions at the Union Office. Upon request, each steward may be approved official time to complete those duties described in Section 3.

### **Section 5 - Training**

- A. The Employer agrees to grant 200 hours each contract year of official time to Union officials to attend labor relations training or other training related to employees' conditions of employment, determined to be of mutual benefit to Reclamation and the Union. The parties agree that training under this section is generally of mutual benefit when it covers such areas such as contract administration, handling of statutory actions such as grievance handling, and information related to federal personnel/labor relations laws, regulations, and procedures. Additional hours may be approved on a case-by-case basis.
- B. Written requests, including an agenda, will be forwarded within a reasonable period of time in advance of the training to the Union representative's immediate supervisor who will forward it to the appropriate management official for action within three workdays of receipt. Official time may be used for travel to and from the training. Reclamation will respond to the request no later than five work days from the date it is made. Upon prior approval by the employer, Union representatives will generally be entitled to travel expenses and per diem.
- C. Official time for training will generally be approved except in cases where the absence of the employee or employees will significantly adversely impact the Employer's work requirements. When a request for official time for training is disapproved for any reason, the reasons for such disapproval will be furnished to AFGE Local 1978 President at the time of disapproval.
- D. When new Union representatives are designated, Reclamation will permit the new stewards up to eight hours each of official time to receive a Union representative orientation on the administration of the agreement, no later than one month from the date of designation.

## ARTICLE 25--USE OF OFFICIAL FACILITIES

### **Section 1 - Local Union Office Space**

- A. Management recognizes the importance and value of the Union's mission and purpose. Accordingly, Management agrees to furnish office space to the Union appropriate for carrying out its representational and partnership duties in locations easily accessible to employees and private citizens and of size, furnishings, and decor commensurate with other administrative offices within the facility. The office will offer confidentiality for the Union and the employees who come to the Union.
- B. The Union office will be equipped with adequate telephone lines for voice, fax, and computer capabilities.

### **Section 2 - Meeting Space**

Reclamation will, on an as-needed basis, provide conference rooms as available for discussions between employees and Union officials.

### **Section 3 - Telephone**

Reclamation will make internal telephones available to the Union for handling representational duties and conducting labor-management relations.

### **Section 4 - Equipment**

- A. Reclamation will provide or make available to each Union office the following:
  - 1. Fax machine, and related supplies;
  - 2. Personal computer, and related supplies with standard software, programs, and capabilities compatible with Reclamation's technology;
  - 3. Laser printer, and related supplies;
  - 4. Access to e-mail; and
  - 5. Internet Access.
- B. Reclamation agrees to furnish the Union, access to photocopiers, maintenance, and other customary and routine services and equipment.

### **Section 5 - Bulletin Boards**

The Union will be provided bulletin boards in areas normally used for communicating to employees. The Union will post to the bulletin boards and will remove items from the bulletin boards. The Union will assure that no defamatory items, unlawful information, or material that

slanders any individuals, government agencies, or activities of the federal government will be posted.

## **Section 6 - Interoffice Mail System**

The Union and its representatives may use the interoffice mail system for regular representation communications (e.g., grievances correspondence or memos to Management).

## **Section 7 - Membership Drives**

Management agrees to provide adequate facilities for membership drives at locations that will provide access to unit employees during break and lunch periods.

## **Section 8 - Personnel Manuals**

- A. Upon request, Reclamation will timely furnish the Union a copy of the CFR, Reclamation Directives, and Handbooks. These publications will be updated regularly.
- B. Reclamation will also provide the Union access to/or copies of all labor management materials.

## **Section 9 - Literature**

- A. Reclamation will provide space for the purpose of distributing Union material. The space will be in prominent locations.
- B. The distribution of literature will be permitted provided it is done during non-duty hours of the distributor and does not interfere with the mission of Reclamation.

## **Section 10 - Copies of Agreement**

- A. Reclamation will provide the Union, at no cost, 300 booklet copies of this Agreement, printed in New Times Roman twelve point type that can be read easily. The Agreement will be printed in-house, at a Union Print Shop, and include a Union “Bug” on the back after ratification and agency head review is completed.
- B. Reclamation will provide the Union with additional copies of the Agreement, as needed and requested by the Union.
- C. Reclamation will provide sufficient advance copies of this Agreement for ratification purposes.
- D. The Union will provide distribution of hard copy to bargaining unit employees.

- E. The Agreement will be made available on disk or other media compatible with Reclamation's computer systems and Intranet.

### **Section 11 - Surveys and Questionnaires**

- A. Normally, Reclamation will communicate directly with the Union regarding written surveys and questionnaires regarding conditions of employment. Bargaining will occur when appropriate.
- B. Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise. The information gathered will not be used in any form of disciplinary or adverse actions.
- C. The results of surveys conducted by either party regarding conditions of employment will be shared with one another. If a third party conducts a survey and the results are distributed to Reclamation, the results will be shared with the Union.

## **ARTICLE 26 - PAYROLL ALLOTMENT FOR WITHHOLDING DUES**

Pursuant to this Agreement, the Employer and the Union agree to the inclusion of payroll deduction of Union membership dues. Employees covered by this Agreement may allot portions of their biweekly salary for remittance by the Employer of Union dues to the Union.

The Employer shall deduct Union dues from the pay of employees in the Bargaining unit, subject to the following provisions:

- A. the Union agrees to procure SF-1187's, "Request for Payroll Deductions For Labor Organization Dues" and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay; and
- B. the President or other authorized official of the Union will insert the amount to be withheld on the SF-1187, sign and date, and submit completed form to the Labor Relations Officer for processing. Allotments will be approved, processed and forwarded to the Payroll Center by the Employer within one full pay period after receipt of the SF-1187.

Once each year as applies to basic dues, or as required by changes in cost of Union benefit programs, the Union may notify the Labor Relations Officer of changes in the amount to be deducted from the salaries of employees who have authorized Union salary allotments. The Employer will effect such changes for the first pay period following receipt of such notifications, unless a later date is specified in the notifications. Temporary increases in dues allotments will be allowed after consultation with, and concurrence by the Employer.

The Union will promptly notify the Labor Relations Officer in writing when any employee who has authorized payment of salary deductions ceases to be a member in good standing. The Employer will notify the Union when changes in an employee's pay occur due to promotions, demotions, transfers or within grade increases, the agency will notify the Union. The agency will also notify the Union when the employment status make him/her ineligible for further deductions. At that time the Employer will inform the employee of his/her ineligible status. Should the employee fail to take action within 14 days of the date of the Employer's notification, the Employer may take action to cancel the dues allotment.

The Employer agrees to provide the Employer's payroll office with the appropriate mailing address of the Union official authorized to receive the remittance check. The President of the Union will immediately notify the Employer in writing of any change in the name and/or address of the financial officer of the Union.

A member may voluntarily cancel an allotment for the payment of Union dues by filling out an SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues" and submitting it directly to the Labor Relations Officer. Cancellation notices may also be submitted through the Union if the employee so desires. Employees may not revoke their elections for dues deduction earlier than 12 months following the date the deduction began, and annually thereafter on the anniversary month, except when they become ineligible or transfer out of the bargaining unit. The Union shall be promptly provided appropriate notification of the cancellation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

## **ARTICLE 27--DURATION OF AGREEMENT**

### **GENERAL PROVISIONS**

#### **Section 1 - Effective Date**

This Agreement will be implemented and become effective when it has been approved, ratified, and signed by the parties, including review pursuant to 7114(c) of 5 USC Chapter 71.

#### **Section 2 - Duration of Agreement**

This Agreement shall remain in full force and effect for a period of four years after its effective date. It shall be automatically renewed for two year periods unless either party gives the other party notice of its intention to renegotiate this Agreement no less than 60 days nor more than 120 days prior to its termination date. Negotiations shall begin no later than 30 days after these conditions have been met. If renegotiation of an agreement is in progress but not completed upon the termination date of this Agreement, this Agreement will be automatically extended until a new agreement is executed.

#### **Section 3 - Reopener**

Negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the parties. If mutual consent is reached, such notice to renegotiate must be accompanied by the revised proposals for the article(s) the party wishes to renegotiate. The parties will meet for the purpose of negotiating the amendments or modifications within 30 days of receipt of the proposals from the moving party.

#### **Section 4 - Amendments and Modifications**

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

Agreement between AFGE Regional Office Unit and the U.S. Department of the Interior, Bureau of Reclamation: Effective July 30, 2010

