

**U.S. Department of the Interior
Bureau of Land Management
Eugene District Office
P.O. Box 10226
Eugene, Oregon 97440-2226**

American Federation of Government Employees

LOCAL 1911

UNION CONTRACT

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UNION CONTRACT

AFGE LOCAL 1911

PREAMBLE

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

This contract constitutes a full and complete agreement between the United States, Department of the Interior, Bureau of Land Management, Eugene District Office, hereinafter referred to as the EDO, and the American Federation of Government Employees (AFGE), Local 1911, hereinafter referred to as the Local for the employees of the bargaining unit pursuant to certificate of representation, as amended, dated April 14, 2000.

RECOGNITION AND UNIT DEFINITION

The EDO recognizes that the Union is the exclusive representative of all employees in the unit as described below:

All professional and nonprofessional employees of the Eugene District, Bureau of Land Management, Eugene, Oregon excluding all management officials, supervisors, any State Office employees, including Maintenance Organization employees, with a duty station in Eugene, and confidential employees, employees engaged in personnel work in other than a purely clerical capacity, and any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency.

ARTICLE 1

MANAGEMENT RIGHTS and RESPONSIBILITIES

Section 1. Government Regulations

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

Section 2. Management Rights

Nothing in this Agreement shall affect the rights of the EDO to

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

Section 3. – The requirements of this article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the EDO and the Local.

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

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

Section 5. The Labor relations statute defines Supervisor as an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer furlough, layoff, recall, suspend, discipline, or remove employees, to recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority (5 USC 7103(a)(10)).

Section 6. Management Responsibilities:

- a. The EDO agrees to promote safe attitudes, productive use of time, and high quality performance among employees. The EDO agrees that all employees must comply with the safety requirements contained in Federal and State laws and BLM policies.
- b. The EDO agrees to respect the privacy of all employees during the grievance process and all other confidential matters. The credibility, privacy, and integrity of the grievance process will be protected to the extent possible.

ARTICLE 2

EMPLOYEE RIGHTS and RESPONSIBILITIES

Section 1. Union Membership

In accordance with 5 U.S.C. Chapter 71, each employee of the EDO has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from any such activity. The EDO and the Local mutually agree that each employee shall be protected in the exercise of this right, nor shall anything in this agreement require an employee to become or to remain a member of a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction. EDO and the Local recognize the EDO responsibility to inform employees of their rights under this section.

Section 2. – Each Employee may elect to bring matters of personal concern directly to their supervisor or other appropriate officials in informal discussions without union representation or notification to the union of such a meeting. When an employee raises a matter of concern, due consideration will be given to the matter.

Section 3. – Employees are responsible for the performance of official duties and compliance with standards of conduct of Federal Employees, as set forth in 5 USC Section 2635, 5 CFR Part 2635 and any related DOI or BLM regulation or policy. Consistent with these laws, regulations, and policies employees are entitled to conduct their private lives as they see fit, without being required to report to the EDO on such activities, except as required by law, regulation, and/or DOI or BLM regulation or policy.

Section 4. – The EDO and the Local mutually express their commitment to protect employees from coercion to invest their money, donate to charity, or to participate in meetings, activities, or undertakings not related to the mission of the EDO. No employee will be unlawfully discriminated against by either the EDO or the Local because of lawful political affiliation or labor organization.

Section 5. – Each employee in the bargaining unit shall be permitted to exercise the grievance procedure established in this Agreement and statutory appeals established by law and regulation.

ARTICLE 3

UNION RIGHTS AND REPRESENTATION

Section 1. Recognition

- a. The EDO recognizes that the Local has the exclusive right to represent the interests of all employees in the Unit, without regard to union membership, in negotiations and/or consultations with the EDO in regard to matters affecting personnel policies and practices and working conditions of employees in the Unit, except as provided for in applicable law, regulation, or Executive Order.
- b. The EDO will recognize Local officials, including up to four (4) Stewards plus up to two (2) trainee stewards, designated by the Local. The Local will supply the EDO in writing, and will maintain on a current basis, a list of the Local officials and Stewards, and their phone numbers. The Local will post the list of Local officials and/or stewards on the Local's bulletin board.
- c. The EDO will recognize representatives of the AFGE National Office. The Local shall provide advance notice to the EDO of visits to be made by representatives of the National Office and may request permission for these representatives to sit in and participate in any meetings between the EDO and the Local.

Section 2. Representation

- a. It is agreed by the EDO and the Local that their common interests will best be served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.
- b. Upon the request of both the employee and supervisor the Local may be present at any informal discussion between Management and the employee.
- c. The Local will be given the opportunity to be represented at formal discussions between Management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit. The EDO will notify the Local President or Chief Steward, or their designee, before such discussions are held.
- d. If, during the course of an examination or inquiry of an employee by a representative of the EDO, or agency, the employee reasonably believes that the examination or inquiry could result in disciplinary action against that employee, and the employee requests representation by the Local, the EDO will either terminate the meeting or suspend the meeting and inform a Steward that representation is requested. If a Steward cannot be made available within 24 hours, the Local President may be contacted to designate another Representative from the Local.

Section 3. Authorized Official Time

- a. Local Representatives shall be authorized reasonable and necessary official time, without loss of leave or pay, for negotiations concerning personnel policies, practices and conditions of employment during the time that the representative would otherwise be in a duty status. The number of Local Representatives for whom official time is authorized under this subsection shall not exceed the number of individuals representing the EDO for such purposes.
- b. Local Representatives shall be authorized reasonable and necessary official time, without loss of leave or pay, to attend and participate on committees and in meetings established by this Agreement or where the EDO invites Local participation. The EDO agrees to grant up to two hours per month for the Local's Executive Board to meet.
- c. Local Stewards shall be authorized reasonable and necessary official time to perform contract administration and representational duties, including, but not limited to:
 - 1) Initial discussion with an employee and/or supervisor on a potential problem or grievance, make inquiries and contact potential witnesses, and attempt to resolve the issue informally;
 - 2) Preparing and presenting a grievance in the negotiated grievance procedure, including arbitration, or serve as an observer at a grievance meeting when an employee chooses to represent himself/herself;
 - 3) Attending formal discussions as described under Section 2b. above;
 - 4) Attending an examination or inquiry of an employee as described under Section 2c above;
 - 5) Preparing and presenting matters to the MSPB, EEOC, FLRA, FMCS, FSIP, OWCP, and arbitrators.
- d. Local Representatives and their supervisors are expected to communicate with each other concerning the use of official time. If the Local Representative cannot be released immediately for work related reasons, the Local Representative will be released as soon as the work requirement is completed or other appropriate arrangements are made. If the delay in releasing the Local Representative is expected to last more than one day, the Local President or Chief Steward will be contacted to make arrangements for another Local Representative to perform the representational function. If the Local Representative's visit with an employee would unduly interfere with the employee's work requirements, the employee's supervisor may establish another time at which the Local Representative can perform the representational function.

- e. Local Representatives are responsible for ensuring that official time is accurately recorded on their time and attendance reports. Local Representatives will limit visits to necessary contacts and guard against the excessive use of official time. The EDO will contact the Local President to discuss any perceived conflict between representational functions and EDO assigned work. While it is the responsibility of EDO to initiate discussions regarding impacts of representational functions on achieving the mission, it benefits both parties that they bring to each others' attention any potential conflicts, as early as possible.
- f. Internal union business, such as soliciting membership, collecting dues, campaigning, electing officers, posting and distributing literature, and union meetings will be accomplished before and after work and on non-duty hours of the employees involved.
- g. The Local will orient and train stewards with respect to 5 USC 71 as well as the provisions of this Agreement.

ARTICLE 4

NEGOTIATIONS

Section 1. Scope

Matters appropriate for negotiations are personnel policies, practices, and matters whether established by rule or regulation or otherwise affecting working conditions, to the extent they are not inconsistent with laws, government-wide regulations (i.e., GSA, OPM, OSHA) and published policies and regulations of the Department of the Interior and the Bureau of Land Management for which a compelling need exists determined by the Federal Labor Relations Authority (FLRA) and this Agreement.

Section 2. Negotiations Process

The Local recognizes that the EDO retains the right to make reasonable work rules and policies if they are not in conflict with this Agreement. In the event of a change in personnel policies, practices, or matters affecting working conditions not covered by this Agreement, the EDO will provide the Local's Executive Board at least fourteen (14) calendar days advance notice of the proposed change, except in emergencies.

Upon notification of a change in personnel policies, practices, or matters affecting working conditions, the Local has fourteen (14) calendar days to request a meeting with EDO representatives to discuss the proposed change to mutually resolve any concerns or issues about the proposed change. The EDO agrees to meet with the Local within a reasonable time following the request. If the concerns or issues are not resolved, the Local has seven (7) calendar days from the date of the meeting to request formal negotiations.

If a request to meet with EDO representatives is not received within fourteen (14) calendar days of notification, or the Local does not request formal negotiations within seven (7) calendar days of a meeting to discuss the proposed change, the EDO may implement the proposed change without further notification to the Local.

At the request of either party, any resolution of concerns or issues about a proposed change may be put in writing, with a Memorandum of Agreement (MOA) being one option. MOAs will be signed by the EDM and the Local President and shall constitute the full and complete agreement by the EDO and the Local relative to the change and shall be binding on both parties to the extent it is not inconsistent with the scope of negotiations described in Section 1 above.

All negotiations will be scheduled during normal working hours and to the extent possible during the Union official's normal work schedule. The EDO will not contact the Union officials during non duty hours to discuss representational functions, except for the purpose of scheduling a meeting.

Section 3. Negotiation Impasse

When earnest and serious efforts by both parties fail to reach agreement through direct negotiations in good faith, the services of the Federal Mediation and Conciliation Service (FMCS) will be requested. If the FMCS is unable to resolve the impasse, either party may request the Federal Services Impasses Panel (FSIP) to consider the matter. No proposed change will be implemented until negotiations, including impasse proceedings, are completed.

Section 4. Negotiability Issues

When the EDO believes that a matter is nonnegotiable and, upon written request from the Local, it will advise the Local in writing of its rationale for such belief the Local has the right to proceed to the Federal Labor Relations Authority in accordance with 5 U.S.C. Chapter 71 and/or may seek services of the FMCS or other ADR resources to resolve the dispute.

Section 5. Midterm Bargaining

Thirty (30) days prior to the end of the first year of this Agreement, either the EDO or the Local may request mid-term bargaining. Such midterm bargaining will be limited to two issues per party. The request to bargain will be in writing and contain the following information:

- a. The proposed change;
- b. The reason for the request;
- c. The expected impacts of the issue(s) in question; and
- d. Whether or not a permanent change to the Basic Agreement is expected or anticipated.

The party receiving the request for midterm bargaining will have fourteen (14) calendar days to respond to the request.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this article is to provide a mutually acceptable method for the prompt and orderly resolution of grievances. The EDO and the Local recognize that most grievances arise from misunderstandings and disputes that can best be resolved at the lowest supervisory level.

Section 2. Definitions

Grievance – A grievance is any complaint from:

- a. Any employee or the Local concerning any matter related to the employment of the employee(s).
- b. Any employee, group of employees, the Local, or the EDO concerning:
 - (1) The effect or interpretation, or a claim of breach of this agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation/policy affecting conditions of employment.

Mediation – Mediation is an alternative to a formal grievance for the resolution of disputes between parties. Mediation uses an impartial third party who facilitates negotiations between parties in an informal setting and helps them develop and reach resolution. It is a voluntary process, which the parties themselves control.

Section 3. Exclusions

This grievance procedure shall not apply to the following:

- a. any claimed violation of sub-chapter II of chapter 73 of Title 5 U.S.C. (relating to prohibited political activities);
- b. retirement, life insurance, or health insurances;
- c. a suspension or removal for national security;
- d. any examination or certification administered by Office of Personnel Management, Department of the Interior, or Bureau of Land Management;
- e. the classification of any position that does not result in the reduction in grade or pay of an employee.

Section 4. Local Representation

A grievance may be undertaken by the Local, an employee, or group of employees. Only the employee(s), the Local, or a representative approved by the Local may represent employees in such a grievance. In any case, the Local shall have the right to have a representative present at any grievance meeting, receive a copy of the written grievance decision, and the grievance decision must be consistent with the terms of this Agreement.

Section 5. Grievance Procedure

Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The EDO and the Local agree that every effort will be made to settle disputes at the lowest possible level.

- a. **Informal Resolution Process.** Employee(s) and/or their Steward are encouraged to discuss issues of concern and seek resolution informally with their supervisors prior to initiating formal grievance procedures.
- b. **Mediation Process.** A formal mediation process may be used during the informal resolution process or formal grievance process. Use of a mediation process is voluntary and must be mutually agreed to by the parties. A mediator/facilitator can be selected from any available source agreed upon by all parties. The parties in a mediation process shall not have the authority to add to, subtract from, or modify any terms of this Negotiated Agreement. If through the mediation process, a written agreement is developed to resolve the conflict, the employee may authorize the Local to review the mediation agreement to ensure consistency with the Negotiated Agreement.
- c. During the informal resolution process or formal mediation process described above, grievance deadlines shall be suspended until the process is terminated by either party. When information is requested that is relevant and necessary to the processing of a grievance, grievance deadlines shall be suspended until the information request is acted upon. A formal grievance may be initiated or resumed within thirty (30) calendar days of the date the informal resolution process or formal mediation process is terminated or the information request is acted upon.
- d. **Formal process.**
 - (1) **Step 1.** The formal grievance shall be first initiated with the employee, and/or Steward if he or she elects to have one, with the employee's Field/Division Manager within thirty (30) calendar days of the incident giving rise to the grievance, the employee's awareness of the incident giving rise to the grievance, the termination of the informal resolution process or formal mediation process, and/or the Local's information request being acted upon. The grievance will be in writing and state the nature of the grievance, cite applicable provisions of the Agreement or regulation, and the desired remedy. The remedy must be appropriate to the issue being grieved and personally benefit the employee. The

Field/Division Manager shall meet with the employee and/or Steward within thirty (30) calendar days after receipt of the grievance to attempt to resolve the matter. The Field/Division Manager shall issue a written decision to the employee and/or Steward within thirty (30) calendar days of the grievance meeting.

- (2) Step 2. If the employee is dissatisfied with the Step 1 decision, the grievance may be pursued to Step 2. The Second Step grievance must be submitted in writing within thirty (30) calendar days of receipt of the Step 1 decision to the EDM. The EDM, or designee, will review the grievance and determine whether a grievance meeting is necessary. Any grievance meeting will be held within thirty (30) calendar days of receipt of the Second Step grievance. A written decision will be issued within thirty (30) calendar days after receipt of the grievance, if no grievance meeting is held, or within thirty (30) calendar days of the grievance meeting, if a grievance meeting is held.
- e. If the immediate supervisor is involved in the matter being grieved, any formal grievance will be elevated to the second level supervisor.

Section 6. Grievances by the EDO or Local

The EDM or Local President will notify the other party of a grievance. The grievance shall be submitted in writing, within thirty (30) calendar days of the incident giving rise to the grievance or the grieving party becoming aware of the incident giving rise to the grievance. The grievance will state the nature of the grievance, cite applicable provisions of the Agreement or regulation, and the desired remedy. Within thirty (30) calendar days of receipt of the grievance, the EDM and Local President will meet to attempt to resolve the matter. Within thirty (30) calendar days of the meeting, the EDM or Local President will issue a written decision on the grievance to the other party. If the EDO or Local is not satisfied with the response, they may invoke arbitration using the procedures set forth in this Agreement.

Section 7. Time Frames

The intent of this procedure is to resolve problems. The parties agree to process grievances within the time limits allowed. If a Party is unable to process a grievance within the time limits allowed, the party shall request an extension in writing. Time limits may be extended by mutual agreement of the parties.

Section 8. Non-Grievable Issues

Should either party declare a grievance non-grievable, the original grievance will be considered amended to include this issue. If arbitration is invoked, all disputes of grievance or timeliness will be referred to the arbitrator as a threshold issue in the case.

ARTICLE 6

ARBITRATION

Section 1. Right to Arbitration

If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Local or the EDO may refer the issue to arbitration. The request to refer an issue to arbitration must be in writing, signed by the Local President or EDM to be valid. The request for arbitration must be filed in writing with the other party within fourteen (14) calendar days of the decision of the EDM or Local President.

Section 2. Selecting the Arbitrator

Within fourteen (14) calendar days of receipt of a valid arbitration request, the parties shall attempt to select an arbitrator. If the EDM and Local President can mutually agree on an outside individual who possesses an adequate working knowledge of government regulations, this person may act as an arbitrator for the grievance. However, if the EDM and Local President cannot agree on the selection of an arbitrator, they shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. Parties shall meet within fourteen (14) calendar days after the receipt of such list to select an arbitrator. If the Parties cannot agree upon one (1) of the listed persons, the EDO and the Local will each strike one (1) name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The party invoking arbitration will strike the first name. A grievance may be withdrawn from arbitration at any time.

Section 3. Fees and Expenses

Each party shall bear the expense of preparing and presenting its own case. The arbitrator's fees and expenses for the first arbitration under this Agreement shall be paid 75 percent by the EDO and 25 percent by the Local. The arbitrator's fees and expenses for subsequent arbitrations shall be shared equally by the parties. Hearing transcript costs shall be paid by the party requesting the transcript. If both parties request a transcript, the cost will be shared equally.

Section 4. Arbitration Process

Within five (5) calendar days of the selection of an arbitrator, the parties will meet and attempt to clarify the specific issues for arbitration that have been raised during the grievance procedure and recommend on of the following processes to the arbitrator:

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

- b. "An arbitrator inquiry" when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he deemed necessary (e.g., inspecting work sites, taking statements, etc.).
- c. An "arbitrator hearing" should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator. By mutual agreement the parties may use an expedited hearing procedure.
- d. The arbitration "inquiry" or "hearing" will be held on the EDO premises and, insofar as practical, be conducted during the grievant's regular duty hours. An employee grievant and employee witnesses approved by the arbitrator, who are otherwise in a duty status, shall be excused from duty without loss of pay or charge to leave to participate in the arbitration proceedings.

Section 5. Time Limit

The arbitrator will be advised that in order to fulfill the delegation to arbitrate he/she must render a decision and remedy to the EDO and the Local as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.

Section 6. Arbitrator's Authority

- a. The arbitrator's decision shall be in writing and shall be final and binding and the remedy shall be effected in its entirety, provided it is in accordance with law, rule, and regulation.
- b. The arbitrator shall not have authority to add to, subtract from, or modify: (1) any of the terms of this agreement or any supplement thereto, or (2) any law, rule, or government-wide regulation. The arbitrator shall have the full benefit of review of laws, federal regulations, Department of the Interior, and Bureau of Land Management published policies and regulations.
- c. The arbitrator shall have the authority to make all grievance and/or arbitration determinations.

The arbitrator shall have the authority to make all grievance and/or arbitration determinations.

Section 7. Exceptions

An exception to the arbitrator's decision must be filed with FLRA in accordance with 5 USC Section 7122 and FLRA regulations. If no exception is filed, the arbitrator's decision and remedy will be effected within 30 days following receipt of the arbitrator's decision.

ARTICLE 7

COMMITTEE MEMBERSHIP

Section 1. General

The EDO recognizes the Local's exclusive right to represent the interests of bargaining unit employees. To better facilitate this right, the EDO will allow the Local to designate one representative to the following committees:

- a. Human Resource Development Committee
- b. Safety Committee
- c. Space Committee
- d. Budget Committee
- e. Computer/IRM Committee

This representative will be in addition to any Field Office or Division representative who may also be a union member.

Section 2. Leadership Team and Position Management Committee

The Local President will serve as a full member of the Full Leadership Team and a non voting member of the Position Management Committee. The Local President will designate an alternate to be present at meetings he/she cannot attend due to unusual circumstances.

Section 3. Labor/Management Leadership Team

The EDO Core Leadership Team and the Local Executive Board agree to meet at least quarterly. This does not preclude additional meetings to deal with specific issues that arise. These meetings shall serve as an opportunity to develop an understanding of issues relating to labor management relations. Specific item(s) for discussion should normally be provided by either party in advance of the meeting. In the event resolution is not achieved, the Local may refer the matter to negotiations in accordance with this Agreement.

ARTICLE 8

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy

The provisions of this Agreement shall apply to all employees in the Unit regardless of their labor organization membership and without discrimination as to race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability, marital status, or veteran status.

Section 2. Representation

Employees believing that they have an EEO complaint based on discrimination because of their race, color, religion, sex, national origin, age, or physical or mental disability may process their complaint through the Departmental EEO complaint process or the negotiated grievance procedure, but not both. Employees will have a reasonable amount of official time to discuss the pre-complaint counseling issues with the designated EEO Counselor. The employee has the right to be represented by a representative of his/her choice, including a Local Representative, if he/she so desires.

ARTICLE 9

DISCIPLINE/ADVERSE ACTIONS

Section 1. General

For purposes of this Agreement, disciplinary and adverse action shall be defined as letters of reprimand, suspensions, removals, reductions of pay or grade, and furloughs of more than 30 days. Verbal and written counseling sessions, including leave restriction letters and performance improvement plans, are intended to improve conduct or performance and are not considered discipline. Discipline shall be in accordance with applicable law and regulations and based on reasons that will promote the efficiency of the service. The EDO will not allow instances of misconduct to continue merely to increase the severity of the penalty. Supervisors shall inform employees in a timely manner of any misconduct.

Section 2. Procedures

- a. Prior to issuing a leave restriction letter, performance improvement plan, or a disciplinary or adverse action proposal or decision to an employee, the EDO agrees to offer that employee the opportunity for representation by the Local. The employee may authorize the Local to discuss the matter with the supervisor prior to issuance.
- b. Letter of Reprimand
 - (1) A letter of reprimand will be issued directly to an employee and will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take corrective action.
 - (2) The employee may make a written statement or explanation that will be retained with the letter of reprimand two (2) years as part of the record. At the supervisor's discretion, the letter may be removed earlier.
- c. Suspensions of fourteen (14) calendar days or less:
 - (1) The EDO shall provide the employee with a notice stating the specific reasons for the proposed action. The notice shall contain the employee's rights and the time limits to respond to the proposal.
 - (2) Upon receipt of the proposed action the employee will be allowed seven (7) calendar days to respond to the proposal, orally and/or in writing, and to submit affidavits and other documentary evidence.
 - (3) The Notice of Decision shall advise the employee of his/her grievance rights.

- d. Suspensions of more than fourteen (14) calendar days, reductions in grade or pay, non-emergency furloughs of more than thirty (30) days, and removals:
- (1) The EDO shall provide the employee with at least thirty (30) calendar days advance notice stating the specific reasons for the proposed action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed in which case a shortened advance notice of seven (7) calendar days may be used.
 - (2) Upon receipt of the proposed action, the employee will be allowed fourteen (14) calendar days to respond to the proposal, orally and/or in writing, and to submit affidavits or other documentary evidence.
 - (3) The Notice of Decision shall advise the employee of his/her grievance or appeal rights.
- e. Extensions for replying to Notice of Proposed Action must be requested in writing by the employee or his/her designated representative prior to the expiration of the reply period.
- f. Employees may grieve discipline or adverse action under Article V. Any such grievance must be filed formally with the supervisor or the official who issued the disciplinary decision. In the case of a suspension of more than fourteen (14) days, removal, reduction in grade or pay, or furloughs of more than thirty (30) days, employees may either appeal to the MSPB or grieve, but not both. Employees who prevail in an MSPB appeal or grievance will be entitled to relief as specified in the appeal or grievance decision.

Section 3. Availability of Records

Upon request by the employee, or their designated representative, copies of all documentation used by the EDO to support the action will be provided.

ARTICLE 10

MERIT SYSTEM – PROMOTION & DETAIL

Section 1. General

The Local and the EDO mutually agree that promotion actions will be in accordance with the merit system principles of 5 U.S.C. Chapter 23 and implementing Department and Bureau regulations. All positions, which the EDO determines to fill by merit promotion procedures, will be advertised in accordance with the appropriate rules and regulations and will be publicized to ensure that all Employees have sufficient opportunity to participate in the merit promotion plan.

Section 2. Vacancy Announcements

Vacancy announcements for EDO positions will be available to employees through an electronic distribution system, local announcement, or other format that provides adequate notification to interested applicants. The qualification requirements, knowledge, skills and abilities (KSA), and selective placement factors, if any, considered in filling positions by merit promotion will be published in the vacancy announcement.

Section 3. Nonselected Employee Rights

Upon request, applicants will be provided information as to whether they met the minimum qualification requirements for the position (including time-in-grade), whether their name was referred to the selecting official and the name of the person selected and in what area, if any, the employee should focus on to increase their chance of future promotion.

Section 4. Details

The EDO agrees to follow OPM, Departmental, and Bureau regulations in making details. Details in excess of thirty (30) calendar days shall be documented on an SF-52, filed in the employee's Official Personnel Folder. Noncompetitive details to higher graded duties shall not exceed one hundred twenty days (120) and involve in accordance with applicable regulations. While on detail, the employee continues to hold their official position from which detailed with no change in status or pay.

Section 5. Temporary Promotions

An employee temporarily assigned to a higher grade position for more than thirty (30) but less than one hundred twenty (120) calendar days may be noncompetitively temporarily promoted provided the employee is qualified to fill the position on a permanent basis and meets the time-in-grade requirements.

Section 6. Accretions of Duty

An accretion of duties occurs when the following conditions are met:

- a. The new position retains the major duties of the old position and the old position is abolished;
- b. The new position is in the same organization and retains the same supervisor or leader as the old position;
- c. The new position does not involve the addition of project leader, group leader, team leader, or supervisory duties to a formerly nonsupervisory or non-leader type position.
- d. The employee occupying the position has performed the new duties for at least one year.

If a review of the position reveals that there has been an accretion of duties, which would result in a higher grade, the EDO may choose to eliminate or redistribute the higher graded duties. If it is the EDO decision that the employee perform these new and higher graded duties, the employee will be non-competitively promoted to the new position, unless more than one employee is assigned to the same position description, or if another employee(s) is performing essentially the same duties. In cases where more than one employee is assigned to the same position description or performing the same duties, the new position will be filled through competitive procedures. If the EDO non-competitively promotes the employee into the new position, the EDO will submit the paperwork for the non-competitive promotion within thirty (30) calendar days of the date the position is classified.

ARTICLE 11

POSITION DESCRIPTIONS AND PERFORMANCE REVIEWS

Section 1. Policy

Each employee shall have a position description that is accurate as to title, series, grade, and pay plan that clearly states major duties and responsibilities. A position description is deemed to be accurate when the principle duties, knowledge requirements, and supervisory relationships are described and it covers eighty (80) percent or more of the work situation. All major duties must be covered in eighty (80) percent or more of the work situation.

Section 2. Position Description Review

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

The EDO will revise an Employee's P.D. to reflect substantive changes in major duties and responsibilities assigned to the employee that are not reflected in the P.D. The supervisor will discuss proposed changes with the Employee. If, after this process, the employee is not satisfied with the accuracy of the P.D., he/she may file a grievance in accordance with Article 5 of this Agreement. Otherwise, the P.D. will be sent to the classifier to be classified which determines and establishes the title, series, grade and/or pay plan.

The employee may request Local representation at any time during this process.

Section 3. Position Classification Review

Upon an employee's request, the servicing personnel office (SPO) will discuss a classification decision with the employee. When the employee believes the position is not properly classified, i.e, the duties are accurately described but the title, series, and grade and/or pay plan are not correct, he/she may request a classification review. With supervisory concurrence, the EDO will make contact with the appropriate SPO to request a review. The employee will be informed of the expected timeframe for completion and will be notified if timeframes are taking longer than stated. The EDM will make every attempt to get a timely review of the employee's request. The employee will be promptly notified of the results of the review. If the request for a classification review is denied, the employee will be given a written explanation. The employee may request Local representation at any time during this process.

Section 4. Classification Appeals

Any employee who does not agree with the servicing personnel office classification decision will follow the established classification appeals process.

- a. Wage grade employees may appeal a classification decision through the agency classification appeal process. If dissatisfied with that decision, the employee may then appeal to OPM.
- b. General Schedule employees may appeal a classification decision:
 - (1) Through the agency classification appeal process and, if dissatisfied with that decision, the employee may appeal to OPM; or
 - (2) The employee may appeal directly to OPM.

Section 5. Job Performance Reviews

Job performance shall be reviewed at least twice annually by both the supervisor and employee; once at the mid-year performance review, and again when the performance appraisal plan is closed out. The employee shall be rated on the specific critical elements by his/her supervisor.

Section 6. Counseling

Employees are encouraged to discuss with their supervisor, or other EDO officials, their career goals and recommended steps for achieving those goals. The Individual Development Plan (IDP) process is encouraged as a tool for facilitating these discussions.

ARTICLE 12 SAFETY AND HEALTH

Section 1. – The EDO shall continue its effort to carry out the Occupational Health and Safety Program, which is aimed at meeting applicable laws and regulations. The EDO will adhere to all policies as outlined in the Annual Safety and Health Plan, including the training responsibilities. A current copy will be sent to the Local President or designee. Any changes or revisions affecting workplace conditions are subject to negotiation.

Section 2. – The Local shall designate one (1) member to serve on the District Safety Committee. This shall be in addition to any Local members who may be selected by the EDO as area representatives on the committee. Subcommittees may be established in the same manner for operational units of the EDO when the full committee deems them appropriate.

Section 3. – At the time any employee files an Employee Report of Unsafe or Unhealthful Working Condition, the Local shall receive a copy at the time it is filed, including management's response to the employees report of the condition.

Section 4. – Supervisors may authorize varied lunch periods in accordance with Article 14, Hours of Work, of this Agreement to allow Employees to engage in physical activities designed to improve fitness and promote well-being. The authorization may be on a day-by-day basis or longer period, based on ensuring that the activity does not interfere with workloads or the work of other employees.

Section 5. – The EDO will continue its effort to make the workplace free of threatening, violent, or intimidating acts. The EDO will actively investigate and attempt to reconcile complaints received from employees. When convened, the Chief Steward, or designee, shall be a member of the EDO Risk Management Team.

Section 6. – Employees qualified and electing to participate in fuels/fire suppression will be given the opportunity, contingent upon workload needs and being made available by the Area Manager/Division Chief. The EDO agrees that the personal needs of the employee will be considered when determining non-availability for specific fire assignments.

Section 7. – Employees required to take the Work Capacity Fitness (WCFT) will be allowed official time to prepare for the WCFT and to maintain that fitness level as established in a fitness plan. Employees prevented by their superiors from going on fire assignments, due to workload considerations, will be allowed the opportunity to maintain fitness levels according to established fitness plans. Every effort will be made to accommodate established fitness plans; however, at times participating employees may need to adjust their fitness plan to assure workload accomplishment.

Section 8. – The EDO will expeditiously process and forward to the Office of Worker’s Compensation Program (OWCP) all documentation required when an Employee sustains an on-the-job injury or contracts an occupational disease. Upon request, the EDO will furnish to the Employee copies of all documentation relating to his/her OWCP claim. The EDO agrees to assist Employee(s) in processing claims under the Federal Employees Compensation Act (FECA).

Section 9. – When an employee is temporarily unable to perform his/her regularly assigned duties because of an OWCP related illness or injury, but may be capable of returning to or remaining in duty status, the EDO will make every effort to detail the employee to work assignments compatible with the employee’s physical condition or temporarily modify the employee’s regularly assigned duties to his/her physical limitations.

Section 10. – Upon an employee’s written request, the EDO will explore opportunities to reasonably accommodate an Employee who is injured or becomes ill due to factors not related to his/her job.

Section 11. – The EDO should provide reliable two-way communications to employees to work in remote, hazardous locations, or at night. A risk assessment should be prepared by the supervisor and employee for each of these assignments and whenever significant changes have occurred. Where two-way communications systems are unreliable, an effective method will be identified in the Risk Management Worksheet to summon emergency assistance that may include such methods as cellular phone, satellite phone, portable repeaters, and/or increasing the size of the crew. If the conditions at the work site become hazardous, employees shall contact their supervisor and request appropriate measures to control, mitigate, avoid or eliminate the hazard.

Section 12. – Employees will be responsible for tagging a vehicle as unsafe to drive when any defect represents an immediate safety hazard. Any deficiencies in the vehicle’s immediate safe performance will be noted by the driver and reported to the employee’s supervisor and GSA Fleet Manager.

Section 13. – All employees who participate in the fire program and are red carded at the arduous level are subject to the following procedures in regards to random drug testing:

- a. An employee, who acquires or maintains a firefighting red card at the arduous fitness level, is subject to random drug testing under DOI’s Drug Testing Program.
- b. When employees are issued a valid red card at the arduous fitness level, they will receive a 30-day notice informing them that they will be subject to random drug testing under DOI’s Drug Testing Program along with a copy of the drug testing procedures.
- c. By July 1 of every year, the fire training specialist will provide to HR a list of all employees issued red cards at the arduous fitness level. All names from the prior year’s list not on the current list will be removed from a testing designated category. HR will verify that the coding in FPPS is accurate.

- d. When an employee is no longer qualified for a red card or opts out at the arduous fitness level, the employee will notify HR and fire, and HR will remove them from the random drug testing portion of DOI's Drug Testing Program.
- e. Further details on roles, responsibilities, process and procedure for administering drug tests can be found in DOI Drug Free Workplace policy 370 DM Chapter 792, Subchapters 9 and 10.

Section 14. – Employees shall use the “InOutBoard” when arriving at the office, going to the field and returning from the field. The field refers to all lands within the boundaries of the EDO. Those at detached sites (West Eugene Wetlands, Tyrrell Seed Orchard, Road Maintenance/Recreation Sites) will not be required to use InOutBoard, but must continue to keep their supervisors informed as to their status on a daily basis, and use the telephone, radio, or InOutBoard if available, to check-out and check-in with dispatch when they go to the Field.

InOutBoard is a tool that provides for the safety and security of EDO employees. The InOut Board shall not be used as a tool to monitor or track an employee's time and attendance or to run a history report.

The following procedures are considered mandatory:

OUT - FIELD - This indicator **must** be used when you are going to the field. It must not be used if you are out of the office and travel to a meeting in another district/office. When you use this indicator, someone will check on your whereabouts if it is past your Estimated Time of Arrival (ETA). At a minimum the following information should be provided in the comments box when checking out to the field; **Township Range and Section (Legal Description of your destination), Government Vehicle License Number(s), Riders (others in the vehicle with you or in your group), Supervisor's (or Acting's) Name.**

RETURNING FROM THE FIELD, EACH EMPLOYEE IS RESPONSIBLE FOR CHECKING IN.

Dispatch will serve as a "Fail Safe", by checking the ETA's of everyone listed as OUT-FIELD, at a half-hour before dispatch closes daily. Dispatch will follow their procedures to locate - or hand off to the responsible supervisor/manager to locate - anyone who is overdue. (Please Note: Dispatch will provide all employees notification of their seasonal hours changes.)

IN - Indicates that the employee is at their regular duty station. Employees need not check out for lunch or breaks, but **must check in** when they report for work.

OUT – Use of the various ‘out’ status features is optional. The InOut Board is an internet based system which means that management cannot guarantee confidentiality. Employees who elect to include more than the required information need to understand that the government cannot protect that information.

Supervisors/Managers and Dispatch are provided with home phone numbers separately to expedite emergency procedures. Employees are responsible for ensuring that emergency information cards are kept current.

Supervisors will provide their employees with a contact phone number aside from their work phone number.

Further District procedures may be issued to all employees by management, after consultation and negotiation with the union, and will specify any optional uses of the system; along with the implications of the Privacy Act.

Section 15. The EDO endorses the BLM's Fitness Membership Fee Reimbursement Program as issued in Washington Office (WO) IM No. 2008-110, dated April 14, 2008. BLM OR/WA policy is to reimburse an employee up to 50 percent of an individual membership fee for a commercial, non-federally sponsored, fitness center not to exceed the maximum allowed. A lesser amount may be considered should local budget constraints be a concern. This reimbursement policy applies even if exercise facilities and equipment are already being provided at the workplace. Cost-shared participation in commercial physical fitness facilities is limited to permanent full- and part-time employees, and employees on a one year or more appointment. New employees should be notified of this program during their orientation to their jobs. It is suggested that this memorandum be included as a handout in the new employee packets.

When an employee terminates participation in the fitness reimbursement program, the employee should request reimbursement through the final salary clearance process, if the employee is leaving the agency. If the employee remains employed, reimbursement for the portion of the year he/she participated in the fitness program should be submitted after the end of the year for which the membership fees were paid. Employees who participate for a full year should follow the guidelines in the WO IM to receive reimbursement.

ARTICLE 13 TRAINING

Section 1. Training Programs

The parties to this agreement recognize the need for training to maintain the competence of the workforce and to accomplish BLM Programs. The EDO is responsible for implementing training to assist employees in improving their efficiency and competence. Employees are responsible for utilizing assigned training assignments to maintain proficiency in connection with assigned duties. The Local may investigate available training resources that will benefit employees. The EDO agrees to consider the views of the Local concerning employee development activities.

Section 2. On-the-Job Instruction

If an employee is assigned to train an Employee, the appropriate management official may, if necessary, provide additional help to compensate for the time spent training the Employee. If an Employee's work falls behind due to training another Employee, the appropriate management official may provide help to bring the work up-to-date, modify the Employee's Performance Elements and/or Standards to reflect the new level, or take other appropriate actions to assure that a training assignment does not reflect poorly on the overall work assignment of an Employee.

Section 3. Tuition Reimbursement

Employees share responsibility for their own career development and are encouraged to take advantage of such courses on their own time. Requests for tuition reimbursement of such training must be submitted 30 days prior to registration, if the employee wants advance tuition assistance, and will be approved or disapproved at least 7 days prior to registration whenever possible. To be eligible for tuition reimbursement, the Employee must satisfactorily complete the course. This program is dependent on the availability of funds.

Section 4. Use of Equipment

When possible, the EDO agrees to make available to employees enrolled in approved, work related courses, existing academic aids such as calculators and computers for use at mutually agreeable times.

Section 5. Union Sponsored Training

The Local shall be granted one hundred and twenty (120) hours of official time, per fiscal year, to attend Union Sponsored training of mutual benefit to the EDO and the Local. Requests to attend Union Sponsored training shall be submitted in writing at least fourteen (14) calendar days in advance by the Local President to the EDM. The request will state the location and duration of the training, contain a description of the training or an agenda, and include the names of the Local Representatives attending the training and the number of hours of official time requested per representative.

ARTICLE 14

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

- a. It is the policy of the EDO to utilize various types of work schedules permitted by Bureau policy and procedures for the purpose of maintaining and improving work force efficiency, productivity, service to the public, reducing costs, maintaining coverage to provide service to internal and external EDO customers while taking into account flexibility for meeting employees' needs, and enhancing or improving morale.
- b. A scheduled tour of duty is required for each employee regardless of which work schedule is used and must be approved in advance by the employee's supervisor. The scheduled tour of duty and any subsequent changes are authorized on BLM Form 1400-72.
- c. The traditional work schedule is the basic work week. In addition, the EDO has approved the use of two (2) types of alternate work schedules: flexible and compressed. Approved flexible schedules are gliding, variable day, variable week, and maxiflex. Approved compressed schedules are the 4/10 schedule and the 5/4-9 schedule. The parties agree that Alternate Work Schedules (AWS) will be used according to the guidelines and 5 USC 6120-6133. The EDO agrees to inform employees annually of flexible time bands and core work hours under these types of work schedules.
- d. CFR 610.121 (b)(1) states: "The head of an agency shall schedule the work of his or her employees to accomplish the mission of the agency. The head of an agency shall schedule an employee's regularly scheduled administrative workweek so that it corresponds with the employee's actual work requirements." The EDO may be required to make short-term changes in work schedules during a pay period when work load, training, public needs, or other conditions warrant the change. The changes will be made fairly and equitably in the work group affected. Every effort will be made to plan work to minimize disruption to an employee's work schedule.
- e. The EDO retains the right to assign employees to particular shifts and work schedules prior to the beginning of a pay period. The EDO may, in some situations, require an employee to convert to a different work schedule for work related reasons or to curb abuses. The EDO will inform the employee of the change and the reason(s) for the schedule change as far in advance as possible to facilitate the need of employees to make alternate arrangements with their personal schedules.

Section 2. Overtime/Compensatory Time

- a. Overtime shall be requested and authorized as per BLM Manual 1400-550 and other appropriate regulations. Employees shall be compensated for any partial hour worked in increments of 1/4 hour. The first consideration for overtime will ordinarily be given to those employees who are normally assigned to do the work. In the event the employee is not able to work overtime, the EDO will attempt to accommodate that request. The Local may request from the EDO a list of overtime distribution for employees showing their overtime for the leave year. In no case will overtime work be assigned to any employee as a reward or punishment.
- b. Employees called in to work outside of their work schedule time shall be paid a minimum of two (2) hours overtime pay.
- c. When a non-exempt employee has been authorized to work overtime, they may request overtime pay or compensatory time in lieu of overtime. However, all overtime pay and compensatory time is subject to applicable regulations, including those for employees exempt and non-exempt from the FLSA.
- d. Travel to and from training and job sites will be governed by laws and regulations. Compensation will be according to applicable regulations.

ARTICLE 15 ADMINISTRATIVE DISMISSALS DURING ADVERSE WEATHER CONDITIONS

Section 1. Notification

All employees of the EDO can expect that the EDO will be open each regular workday unless notified. However, if conditions are so severe (e.g., public safety authorities urge people to stay at home), the office may be closed for part or all of the day. The primary source of information for Eugene District employees concerning office closure or delayed arrival due to weather conditions or other emergency situation is by contacting;

EDO Emergency Information Status Line: ~~(541) 683-4839~~

Every attempt will be made to have a weather message recorded and available by 6:00 a.m., and it will be updated as weather conditions change. No message means you will be expected to report for work as usual.

EDO will distribute a copy of the current policy annually to all EDO employees by Thanksgiving.

The following are some of the factors the EDM will consider in determining that adverse weather conditions exist:

- a. Existing and predicted weather conditions as reported by the National Weather Service;
- b. Existence of hazardous driving conditions as publicly reported by the Oregon State Police, Springfield and/or Eugene Police Department;
- c. Disruption of the Lane Transit District facilities;
- d. The inability of EDO vehicles to travel city streets and/or the majority of outlying roads; and/or
- e. Whether Eugene/**Springfield** schools delay opening or are closed.

Section 2. Authorization of Leave

In cases of adverse weather conditions, Administrative Leave will be granted as follows:

- a. Two Hour Delay by the EDM prior to start of official hours. Employees will be allowed a 2-hour delay to the beginning of their normal start time. The EDO will automatically open on a 2-hour delay (i.e., 10:00 a.m.) when Eugene/Springfield Schools delay opening or are closed. Severe conditions that require the office to be closed for a longer period will be announced over the EDO Emergency Information Status Line: (541) 683-0839. Administrative leave will be granted for the period specified by the closure.
- b. When closure of the office by the EDM occurs after the start of official hours but prior to closing hours, administrative leave will be granted for employees on duty for the remainder of official hours. If employees are in some other leave status, existing regulations will apply.
- c. When the office is open and an employee is prevented from getting to work by adverse weather conditions:
 1. Supervisors shall be liberal in granting annual leave to those employees who decide not to attempt to get to work because of their personal assessment of the risks.
 2. Supervisors may excuse tardiness for up to one hour.
 3. In addition, employees residing in outlying school districts may be granted two hours administrative leave should their local school district be delayed or closed.

ARTICLE 16 CONTRACTING OUT

Section 1. – The EDO and the Local agree that the EDO has the right under the Statute to determine how work may be done, including contracting out determinations, to accomplish the mission of the agency. The EDO agrees to comply with applicable laws, rules, and regulations concerning contracting out.

Section 2. – The EDO agrees to consult openly and fully with the Local regarding any commercial activity review of a function within the bargaining unit. The EDO agrees to notify the Local when a cost-comparison study for any contracting out of work is to be conducted that may adversely affect bargaining unit employees.

Section 3. – The EDO agrees to consult with the Local on a regular basis during the development of the Performance Work Statement and cost comparison study. The EDO agrees to consider any timely input from the Union in development of the Performance Work Statement and cost-comparison study as to how work and materials could be reorganized in a more efficient manner.

Section 4. – Upon request, the EDO will provide the Local with available information concerning the (contracting out process) cost comparison study, unless the information is prohibited by statute or regulation or would compromise the integrity of the procurement process.

Section 5. – When development of Performance Work Statements and cost-comparison studies involve discussion with employees, the Local will be given an opportunity to be present.

Section 6. – The EDO will provide an opportunity, upon request, for a Union Representative in the "pre-bid tour" by bidders of the function undergoing a cost study. The Local will be given the opportunity to attend public bid openings and review in-house estimates after the bid opening.

Section 7. – If contracting out or implementation of the most efficient organization adversely impacts on bargaining unit Employees, the Local and the EDO may negotiate on appropriate arrangements for these Employees consistent with Article 4.

ARTICLE 17

USE OF OFFICIAL FACILITIES & SERVICES

Section 1. Space

The EDO agrees to allow the Local to use the District conference room for official Local meetings during non-duty hours, provided that the EDM has the right and opportunity to preempt Local use when necessary. In the event that Local use is denied, an alternate date will be provided. The Local will be responsible for the proper use and care of the space that is made available. The EDO agrees to make available to the Local two file cabinets for official Local correspondence and records.

Section 2. Office Supplies and Equipment

The Local may use computers, copy machines, telephones, and basic clerical supplies to carry out its representational functions, provided such use does not interfere with the accomplishment of EDO work operations. The Local agrees to comply with Departmental Bureau, State Office, and District policies concerning proper computer use, including the Internet and E-mail.

The EDO agrees to allow the Local to use the EDO internal mail boxes. In addition, Local Representatives will be permitted reasonable use of the internal mail system to communicate with one another.

Section 3. Bulletin Boards

One bulletin board in a central location shall be available for use by the Local. Material posted shall identify the organization issuing or sponsoring it. The material must pertain specifically to the business of the Local or be related to employees' work or working conditions. This material shall not contain any personal attacks against any individual or group. This bulletin board shall be the exclusive area for posting such material.

The Local will be provided a link on the EDO internal website for a Local web page. The Local will be responsible for maintaining its own web page.

Section 4. Copies of Agreement

The EDO shall print and provide copies of this Agreement to all Unit employees and all new employees.

Section 5. Policies and Regulations

Upon request, the EDO agrees to make available to the Local for use on the premises current instruction and information memos, and other policy directives and regulations, as available, relating to Unit employees or their working environment, as well as all available non-confidential agency or activity memoranda, instructions, or reports relative to the Labor Management Relations Program.

Upon request, the EDO agrees to furnish the Local a Table of Organization.

Section 6. Use of Government Vehicles

Local representatives will be afforded the use of a government vehicle, when available, to conduct representational functions.

ARTICLE 18

NEW EMPLOYEE ORIENTATION

All new employees will be informed by the EDO of their Bargaining Unit status with Local 1911 of the American Federation of Government Employees and that the union is the exclusive bargaining agent. The Local will provide to the EDO a list prepared by the Local of all officers, stewards, and any other representatives designated by the Local. This list, a copy of the Weingarten rights, and a copy of the Agreement will be included in all orientation packets that are provided to new employees.

ARTICLE 19

TEMPORARY AND TERM EMPLOYEES

Section 1. General

Temporary and Term employees are an important segment of the EDO workforce, providing a flexible and adaptable resource to meet changes in the nature of the work, fluctuating workloads, and funding uncertainties. The EDO will adhere to OPM, Departmental, and Bureau regulations and policies concerning the filling of Temporary and Term appointments and the employment of Temporary and Term Employees. Temporary and Term employees, unless specifically excluded from the definition of the bargaining unit, are covered by this Agreement and are represented by AFGE Local 1911.

Section 2. Term Appointment Review

The EDO agrees to review the status of Term appointments at least six months prior to the end of the fourth year of the appointment, through the Position Management Committee (PMC) process.

Section 3. Termination of Appointment

- a. Temporary and Term employees should be given as much notice as possible, but not less than two weeks written notice, prior to terminating their appointment due to lack of funds, lack of work, or expiration of appointment.
- b. Temporary Employees will normally be notified in writing of the reasons for termination due to unacceptable performance or misconduct at least seven days prior to the effective date of the termination. Prior to issuing such notice to Temporary Employees, the EDO agrees to offer that employee the opportunity for representation by the Local. The employee may authorize the Local to discuss the matter with the supervisor prior to issuance. In situations where the employee is being terminated for a criminal offense or the employee poses a security risk, or a threat to self, others, or property, termination may be effective immediately. This section does not preclude the EDO from utilizing a less severe action if it would be effective in correcting the unacceptable performance or misconduct.

ARTICLE 20

VOLUNTARY ALLOTMENT OF DUES

Section 1. Eligibility

Any employee within the EDO bargaining unit, who is a member in good standing of Local 1911, AFGE, may authorize an allotment of pay for the payment of their dues for such membership, provided:

- a. The employee has voluntarily completed a request for such allotment of their pay on the prescribed authorization form (SF-1187); and
- b. The employee regularly receives a normal amount of pay on the regularly scheduled pay days and such pay is sufficient, after other legal deductions, to cover the full amount of the dues withholding allotment.

Section 2. Authorization

- a. Both parties have a responsibility to inform employees of the voluntary nature of authorization for allotment of pay to cover dues, of the prescribed procedure for authorizing the allotment, and of the provisions and procedures for revoking an authorization.
- b. The Local agrees to acquire and distribute to its members the prescribed authorization form (SF-1187) and to receive completed forms from members who request allotment.
- c. The Secretary, or in their absence another elected officer of the Local, is designated to process completed authorization forms (SF-1187) by completing Section A thereof, and is responsible for ascertaining that the employee is a member of the Local in good standing. The Treasurer, or in their absence another elected officer of the Local, will submit the completed authorization forms to the Servicing Personnel Office.
- d. Allotments will normally be effective at the beginning of the first full pay period after receipt of the SF-1187 by the Servicing Personnel Office and will continue in effect until the allotment is terminated in accordance with the provisions of this Article.

Section 3. Changes to Dues Structure

The Local President shall notify the Servicing Personnel Office when the Local's dues structure changes. The change will normally be effected at the beginning of the first full pay period after receipt of such notice. Such a change may be effected no more than once in a twelve (12) month period.

Section 4. Termination of Allotments

The Servicing Personnel Office will terminate a dues withholding allotment when:

- a. The Local loses exclusive recognition under any of the conditions specified in 5 U.S.C. Chapter 71 or FLRA regulations,
- b. This Agreement is terminated or ceases to be applicable to the employee,
- c. Upon receipt of notice from the Local that the employee is no longer a member in good standing, or
- d. At the beginning of the first pay period after March 1st or September 1st, whichever occurs first, after receipt of a written revocation of allotment (SF-1188, Revocation of Voluntary Organization Dues) by an employee.

Section 5. Remittance of Dues Withheld

Within five workdays following the completion of each deduction payroll, the Payroll Office will remit to the Treasurer of the Local the amount of dues withheld. Each remittance will be accompanied by a statement in duplicate giving the following information:

- a. Identification of the Local,
- b. Names of members for whom deductions were made, and amount of each deduction,
- c. Names of employees who did not earn enough salary to permit a deduction,
- d. Total number of members for whom dues were withheld,
- e. Total amount withheld on the payroll, and
- f. Net amount remitted.

Section 6. Required Notices

- a. The Local will notify the Servicing Personnel Office within five (5) workdays when an employee with a current allotment authorization ceases to be a member in good standing.
- b. The Local will send to the Servicing Personnel Office within five (5) workdays any written revocation of allotment (SF-1188) received by the Local.
- c. The Servicing Personnel Office will send a copy of each written revocation of allotment (SF-1188) received to the Local within five (5) workdays after the dues revocation is effected.

ARTICLE 21

EFFECTIVE DATE AND TERM

The parties agree this contract shall constitute the totality of the agreements between them and that no practice, which is not specified in this agreement, shall be recognized as a condition of employment. The effective date of this Agreement shall be the date of approval by the Office of the Secretary of the Interior, or within thirty days after the agreement is signed by the parties. It shall remain in effect for three (3) years. This Agreement shall be automatically be renewed yearly thereafter on the anniversary date, unless between 60 and 90 days prior to the anniversary date, either party gives a written notice to the other of its desire to modify or terminate the Agreement. The notice must be acknowledged by the other party within thirty (30) days. This agreement shall remain in full force and effect until the changes have been negotiated and approved.

Effective Date
03/24/2009