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Labor Agreement  
Between the  
American Federation of Government Employees  
Local 3275, Denver, Colorado



and



the

**Department of Interior**

Bureau of Land Management  
National Information Resources Management Center  
Denver, Colorado

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June 7, 2005

**TABLE OF CONTENTS**

Preamble ..... 1

ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION ..... 1

ARTICLE 2 - GOVERNING LAWS, REGULATIONS, AND OTHER  
PROVISIONS ..... 2

ARTICLE 3 - MANAGEMENT RIGHTS ..... 2

ARTICLE 4 - UNION RIGHTS ..... 3

ARTICLE 5 - EMPLOYEE RIGHTS AND OBLIGATIONS ..... 4

ARTICLE 6 - OFFICIAL TIME ..... 6

ARTICLE 7 - USE OF OFFICIAL FACILITIES AND SERVICES ..... 10

ARTICLE 8 – NEGOTIATIONS ..... 11

ARTICLE 9 – COMMITTEES ..... 13

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY ..... 13

ARTICLE 11 - TRAINING AND CAREER DEVELOPMENT ..... 14

ARTICLE 12- DRUG TESTING ..... 15

ARTICLE 13 - POSITION CLASSIFICATION ..... 16

ARTICLE 14 - PART-TIME, INTERMITTENT AND TEMPORARY  
EMPLOYEES ..... 17

ARTICLE 15 - PROBATIONARY/TRIAL PERIOD EMPLOYEES ..... 18

ARTICLE 16 - DETAILS, REASSIGNMENTS, AND VOLUNTARY CHANGES  
..... 18

ARTICLE 17 - MERIT STAFFING ..... 19

ARTICLE 18 – THE PERFORMANCE APPRAISAL SYSTEM FOR  
BARGAINING UNIT EMPLOYEES ..... 23

ARTICLE 19 - INCENTIVE AWARDS AND PRODUCTIVITY .....	28
ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAM .....	29
ARTICLE 21 - MEDICAL RETIREMENT .....	30
ARTICLE 22 - OCCUPATIONAL SAFETY AND HEALTH .....	30
ARTICLE 23 - CHILD CARE .....	35
ARTICLE 24 - HOURS OF WORK .....	35
ARTICLE 25 - LEAVE.....	40
ARTICLE 26 - TRAVEL.....	43
ARTICLE 27 - TRANSPORTATION.....	44
ARTICLE 28 - COMPETITIVE SOURCING.....	45
ARTICLE 29 - REDUCTION-IN-FORCE, REORGANIZATION, TRANSFER OF FUNCTION, JOB ABOLISHMENT, AND TECHNOLOGICAL CHANGE .....	46
ARTICLE 30 - FURLOUGHS OF THIRTY DAYS OR LESS.....	48
ARTICLE 31 - DISCIPLINE.....	50
ARTICLE 32 - GRIEVANCE PROCEDURE.....	52
ARTICLE 33 - ARBITRATION.....	56
ARTICLE 34 - DUES WITHHOLDING.....	61
ARTICLE 35 - DURATION AND TERMINATION.....	62
GLOSSARY .....	64
APPENDIX A.....	65

## Preamble

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

This Agreement is entered into between the American Federation of Government Employees, Local 3275, Denver Federal Center, Denver, Colorado (hereafter referred to as "the Union" or "AFGE") and the Department of the Interior, Bureau of Land Management, National Information Resources Management Center (NIRMC), (hereafter referred to as "BLM", the Bureau, "the Employer", Department of the Interior, or "Management"), together referred to as "the Parties". The cover of the Agreement shall bear the insignia of AFGE and BLM and will be clearly identified as an Agreement between the Parties.

### **Section 2. Applicability**

The provisions of this Agreement are applicable to employees and positions in the units of exclusive recognition as certified by the Federal Labor Relations Authority.

### **Section 3. Purpose**

The Parties affirm that the public purposes to which BLM is dedicated can be advanced through collective bargaining as defined in the Federal Service Labor-Management Relations Statute, Chapter 71, of Title 5 of the United States Code, as amended. The provisions of this Agreement shall be administered and interpreted in a manner consistent with the requirement of an effective and efficient Government.

## **ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION**

### **Section 1. Recognition**

The employer recognizes that AFGE is the exclusive representative of all employees in the unit defined in Section 2 below.

### **Section 2. Coverage and Exclusion**

- A. Included: All nonprofessional employees of the National Information Resources Management Center, Bureau of Land Management, Denver Federal Center U. S. Department of Interior.
- B. Excluded: Professional employees, employees with one-time temporary appointments of six months or less, management officials, supervisors, and employees described in 5 USC Section 7112(b)(2)-(7).

## **ARTICLE 2 - GOVERNING LAWS, REGULATIONS, AND OTHER PROVISIONS**

### **Section 1. Relationship to Laws and Government-wide Regulations**

In the administration of all matters covered by this Agreement, Bureau officials and employees shall be governed by existing and future laws, existing Government-wide regulations and future Government-wide regulations that do not conflict with the terms of this Agreement.

### **Section 2. Changes Due to Law and Government-wide Regulations**

If a Government-wide rule or regulation issued after the date of the Agreement conflicts with provisions contained in this Agreement, the new rule or regulation will not be implemented until the Agreement expires unless the Parties mutually agree otherwise subject to the provisions of Article 8 of this Agreement.

### **Section 3. BLM-Wide Regulations**

- A. This Agreement, for the period of its duration, will have the full force and effect of regulations.
- B. Regulations issued by BLM governing negotiable conditions of employment, in effect on the date this Agreement becomes effective, remain in effect unless modified by the terms and conditions of this Agreement or future negotiations. In case of conflict between BLM regulations and this Agreement, the Agreement governs.
- C. New BLM regulations governing negotiable conditions of employment will not be implemented until Management fulfills its obligation to inform the Union and offers the Union the opportunity to bargain in accordance with the Statute and this Agreement.

### **Section 4. Past Agreements and Practices**

- A. Past Written Agreements.
  - 1. This agreement shall cancel all previously negotiated agreements.
- B. Past Practices.
  - 1. As of the effective date of this Agreement, all past practices that conflict with law, rule or Government-wide regulations are null and void.
  - 2. All past practices that conflict with the terms and conditions of this Agreement are null and void.
  - 3. All other past practices continue until changed through negotiations.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

In accordance with 5 U.S.C. 7106, the Employer retains the right:

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the NIRMC; and
- B. In accordance with applicable laws:
  - 1. To hire, assign, direct, layoff and retain employees, or to suspend, remove, 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 the personnel by which Agency operations shall be conducted;
3. With respect to filling positions, to make selections for appointments from:
  - a) Among properly ranked and certified candidates for promotion; or
  - b) Any other appropriate source available under law or regulations; and to take whatever action may be necessary to carry out the mission during emergencies.

## **ARTICLE 4 - UNION RIGHTS**

### **Section 1. Obligations**

In all matters relating to personnel policies, practices, and other conditions of employment, the Employer will have due regard for the obligations imposed by the Statute and this Agreement. This includes the obligation to notify the Union of changes in conditions of employment and offer the Union the opportunity to negotiate concerning the procedures Management will observe in exercising its authority in accordance with the Federal Labor Relations Statute.

### **Section 2. Recognition of Union Officials**

The Employer agrees to recognize designated officials of the Union. The Union will notify the Human Resource Specialist (EL/R) in writing of its designated representatives by name. The Union will notify the Employer of any changes in its designated representatives.

### **Section 3. Protected Rights**

The Employer agrees that the Union has a right to designate its officials who are entitled to perform their representational duties in accordance with this Agreement and the Statute. Eligible employees shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

### **Section 4. Formal Discussions/Meetings**

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Bureau and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment.

### **Section 5. Union's Right to Information**

- A. The employer will furnish to the Union, or its authorized representative, at no cost to the Union, upon request and to the extent not prohibited by law, data which:
  1. is normally maintained by the employer in the regular course of business,
  2. is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining, and

3. does not constitute guidance, advise, counsel, or training provided for management officials or supervisors related to collective bargaining.
- B. At the Agency's request the Union will present its interests in disclosure of the information without revealing its strategies.
- C. Information furnished under A, above, will be provided as soon as possible and will make every effort to provide the information within ten (10) days after receipt of the Union request. When the information requested cannot be provided within the 10 day timeframe, management will provide a written justification for the delay and an estimated timeframe as to when the information will be provided.

### **Section 6. Information on Union Representatives**

The names and telephone numbers of the union's officers will be posted on existing bulletin boards in the designated NIRMC buildings by a Union representative.

### **Section 7. Employee Orientation**

The Union shall have the right to provide accurate, factual information relative to Union membership to new employees located in the organizations where a bargaining unit exists. If orientation sessions are held, the Union may provide factual information during those sessions, not to exceed fifteen minutes. AFGE literature and material may be distributed. If no formal orientation session is held, the Union will be notified of the names of all new employees and be allowed to provide AFGE literature and information for placement in orientation folders and to be given to each new employee.

### **Section 8. Union Access to Work Sites**

Subject to security requirements, Union representatives shall have reasonable access to unit employees during duty hours as necessary to carry out collective bargaining or representation duties required by the Statute or this Agreement.

### **Section 9: Appropriate Arrangements**

The Union will be afforded the right to negotiate appropriate arrangements for employees adversely affected by the exercise of management's authority.

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

### **Section 1. Right to Participate**

In accordance with the Federal Service Labor-Management Relations Statute, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

## **Section 2. Right To Representation**

- A. Employees have a right to the representation and assistance of the Union. Employees may contact or meet privately with their Union representative during duty hours for representational matters in accordance with the provisions of Article 6.
- B. The Employer will inform the employees of the representation rights on any matter under 5 U.S.C. 7114 twice annually at six month intervals.

## **Section 3. Timely and Proper Compensation**

- A. Employees are entitled to timely receipt of all wages earned by them for the applicable pay period. The Employer will facilitate the coordination between the employee and Payroll to ensure that employees receive their pay on the established BLM payday. If any employee fails to receive his/her pay on an established pay day and the delay is caused by the agency, the Human Resources Office will contact DOI National Business Center (NBC) payroll to expedite the correction.
- B. The Employer will ensure that employees' pay and leave statements are handled in a confidential manner. If a bargaining unit employee fails to receive his/her pay on the established payday, BLM will research the situation and assist the employee in resolving the issue as set forth in A. above.

## **Section 4. Personnel Files**

- A. The Employer shall establish, maintain, and retain employee personnel records in accordance with law, rule, and regulations.
  - B. Personnel records kept by an employee's supervisor will be maintained in a secure confidential file.
- B. Employees shall be advised of the nature, purpose, and location of their Official Personnel Folder (OPF) and of their right of access to their OPF.
- C. Employees and their representatives, authorized in writing, will have the right to a copy of specific documents contained in the OPF or to review their OPF without cost, charge to leave or loss of pay. If the employee alleges incorrect or omitted information within their OPF, the Employer will, upon verification, correct the record.

## **Section 5. Complying with Orders**

If an employee reasonably believes that an order or instruction violates any law or regulation, or constitutes a threat to health and safety, the employee has the right to state those beliefs to the immediate supervisor. If the supervisor does not change the instruction, the employee may contact the next higher level of management. If the next higher level of management instructs the employee to disregard the initial instructions, the employee will not be subject to disciplinary action for failing to follow the original instruction. If the employee is not satisfied with the higher level response, he or she may contact the Office of the Inspector General regarding their concerns. The order or instruction must be carried out unless instructed not to do so by the next higher level of management. The employee will not be subject to disciplinary action in such cases. This would not preclude the employee from subsequently raising the issue in accordance with the grievance procedure or reporting it to appropriate authorities.



## **Section 6. Whistleblower Protection**

The "Whistleblower Protection Act" protects employees and information regarding the Act may be obtained by accessing the Internet at the Office of Special Counsel's website (currently [www.osc.gov](http://www.osc.gov)).

## **Section 7. Standards of Ethical Conduct**

The Bureau shall provide ethics briefings or informational materials in accordance with Government-wide regulations issued by the Department of Interior's Ethics Office. Employees will have the right to pursue their private lives without interference by the Employer or the Union as long as their behavior does not adversely impact their government employment or violate established ethics rules and regulations.

## **Section 8. Investigative Files**

- A. Records maintained in the confidential file are those authorized by BLM necessary for operations. Records shall be retained only as long as such an administrative need exists, in accordance with regulations or in the absence of regulations, in accordance with standing records maintenance practices.
- B. Any records used as a basis for the disciplinary or performance based actions for a unit employee will be made available to the employee and (upon their request) his/her representative.

## **Section 9. Employee Indebtedness**

- A. A just obligation is one that has been reduced to a judgment by court or one that has been imposed by law. The Parties agree that all employees are expected to promptly pay all just financial obligations and failure to do so may result in garnishment.
- B. An obligation resulting from the use of Government issued travel charge cards will be handled in accordance with the Article 26, Section 10.C of this agreement.

## **Section 10. Use of Government Purchase Cards**

The Parties agree that employees are required to use government charge cards properly (i.e., only in connection with official government business), in accordance with applicable laws and regulations, and that any misuse of the purchase cards may be sufficient cause for disciplinary or adverse action in accordance with Article 31 of this agreement.

## **ARTICLE 6 - OFFICIAL TIME**

### **Section 1. General**

This Article sets forth the number of Union representatives that shall be granted official time and the amount of official time they shall be granted to perform their representational duties. Representatives shall be designated by the Union and recognized by Management. Only representatives who are BLM, NIRMC, employees and properly designated as representatives of

the Union in accordance with Article 4, Section 2, shall be entitled to use official time under this Agreement.

### **Section 2. Number of Union Representatives**

- A. The Union designates two (2) representatives (one Vice President and one Principle Representative) for the purpose of official time.
- B. The Employer shall allow representatives of AFGE Headquarters reasonable access to its facilities for the purpose of carrying out the functions prescribed by this Agreement and the intent of the Statute. It is agreed and understood that such access will be in accordance with the regulations of the Employer. National representatives must obtain prior approval from the Employer before entering its facilities and are subject to the Office's internal security rules.

### **Section 3. Use of Official Time**

- A. The vice president and the principal representative shall be given 100 hours of official time for representational duties in a fiscal year. If the allotted time is exhausted, additional time will be granted on a case by case basis. The general nature of the matter will be provided to management when requesting additional time.
- B. Official time shall be authorized only for time during which the representative would otherwise be in a duty status.
- C. All official time is to be used solely for the performance of representational functions including contract administration and official Union duties that include but are not limited to:
  - 1. Investigating, preparing, and presenting a grievance at all steps of the grievance procedures.
  - 2. Serving as a Representative and/or witness in statutory appeal.
  - 3. Representing the Union at formal meetings under 5 USC 7114(a)(2)(A).
  - 4. Serving as non-participating observer at a grievance meeting when an employee chooses to represent him/herself.
  - 5. Receiving and investigating a complaint by reviewing relevant documents or interviewing witnesses.
  - 6. Acting as a representative of the Union in examinations pursuant to 5 USC 7114(a)(2)(B).
  - 7. Preparing for and/or acting as a representative in an arbitration hearing.
  - 8. Attendance at management initiated meetings and committee meetings authorized by this Agreement.
  - 9. Preparing and presenting matters to the Federal Labor Relations Authority (FLRA), Federal Mediation and Conciliation Service (FMCS), and the Federal Services Impasse panel (FSIP). Official time will be granted for Merit systems Protection Board (MSPB) and Equal Employment Opportunity Commission (EEOC) hearings only if the Union representative is the designated representative.
  - 10. It is understood that matters of negotiation (term or mid-term) will not be counted against hours allocated for representation, identified in 3.A above.
- D. The use of all official time shall be for legitimate representational duties.

#### Section 4. Release to Perform Representation Duties

- A. Obtaining release for representational functions
1. When a representative needs official time to perform his/her duties it will be requested by completing the Authorized Absence from duty Form contained in Appendix A and submitted to the supervisor. Except for unscheduled and unexpected circumstances, Union representatives will make every effort to request official time in advance. In the event of an unscheduled and unexpected event, the Union representative will notify their supervisor, the acting supervisor, or (in the absence of an immediate supervisor) the next higher level of supervisor in the management chain of their need to request official time. They will be released provided that emergency or exigent conditions do not exist. When release cannot be accomplished immediately, the representative will be released as soon as possible. Management agrees not to continue the investigation until a Union representative can be released to represent the employee. However, the Union agrees that no undue delays in scheduling a meeting wherein a Union representative can be present will occur.
  2. Management's right to accomplish the work of the Bureau must be balanced with the Union's right to represent bargaining unit employees. Normally, if a Union representative requests release to perform a representational function in accordance with the terms of this Agreement, that release should be given immediately or as soon as reasonably possible. However, in circumstances where the Union representative's official duties require his/her performance of those duties right then, the release may be delayed until the official duties have been performed. If a supervisor would otherwise approve a request for annual leave for that time from the employee, the supervisor should normally approve the request to use official time.
- B. If the representative requires additional official time than what was originally approved by the supervisor he/she will make every effort to contact the supervisor who originally approved the official time to obtain approval for the additional time. If that supervisor is not available, the Union representative will contact the next higher level of supervisor in the management chain or the individual acting in their stead.
- C. Representatives who enter work areas pursuant to this section will notify the supervisor in that work area before talking with unit employees in the work areas.
- D. When a Union representative has completed the use of official time, that representative will notify his or her supervisor or designee and will document the time used. If the supervisor is not available, the representative will leave a message for the supervisor or designee and document their official time on the Authorized Absence from Duty Form as well as the Time and Attendance Report.
1. Project codes to be used are as follows:
    - a) LREA: Time spent in initial, renegotiation and reopening of contract negotiations.
    - b) LREB: Time spent in mid-term contract negotiations.
    - c) LREC: Time spent by an employee representative on the ongoing labor-management relationship, etc.
    - d) LRED: Time spent by an employee representative in representing one or more employees in a grievance or appeal.

2. Time Keeping Codes to be used in place of 010 are as follows:
  - a) LRT- Term Negotiations
  - b) LRM- Mid-Term Negotiations
  - c) LRG- General Management Relations
  - d) LRD- Dispute Resolution
- E. If an irresolvable dispute arises between a designated Union representative or employee(s) and his supervisor or manager concerning the use of official time, the matter will be referred to the Human Resources Office for possible resolution. If not resolved by the Human Resource Office, standard grievance procedures will be effected.

### **Section 5. Union Sponsored Training**

- A. The employer agrees to grant administrative leave to employees who are Union officials and stewards for the purpose of attending Union-sponsored and other training sessions provided the training is related to the employees capacity as Union representatives, is of mutual benefit to both parties, and the employee's absence will not conflict with the Employer's mission. Total administrative leave for this purpose will not exceed 80 hours per representative in a fiscal year.
- B. A written request for administrative leave will be submitted within 30 days advance of the event by the Union President to the Human Resources Office with a copy to the employee's immediate supervisor. The request will contain information about the purpose, date and location, nature of the training and the names of employees for which training is requested. The Union President will provide a copy of the training brochure with the request, if one is available. Travel, per diem and overtime will not be paid for such training. Notification as to whether the training was approved and/or disapproved will be given to the Union in writing at least twenty (20) days prior to the training.

### **Section 6. Bargaining Unit Employees**

- A. Employees who are members of the bargaining unit, but who are not designated Union representatives, will be authorized a reasonable amount of time to meet with their Union representative to discuss conditions of employment.
- B. Time granted under this Section will be authorized only for periods during which the employee is in a duty status.
- C. Employees will make every effort to obtain prior approval from their supervisor before using such time. If the supervisor, designee, or higher-level supervisor is not available, the employee will leave a message for the supervisor as to where he/she will be and the approximate amount of time required.
- D. Requests for use of time to contact a Union representative will normally be granted provided that no pressing workload or other exigencies exist. In the event that exigencies exist which preclude release at the time requested, the supervisor would release the employee as soon as feasible.
- E. Employees will inform their supervisors upon return to official duties.

## **ARTICLE 7 - USE OF OFFICIAL FACILITIES AND SERVICES**

### **Section 1. Office Space and Equipment**

- A. Local Union Officials may reserve space in a designated NIRMC building which provides privacy (access to a room with a closing door and access to local and long distance telephone service) for discussions with employees on an ad hoc basis. Once advance reservations are approved the Union will not be pre-empted.
- B. The Union may use Management facilities for meetings during non-duty hours provided this use does not cause an additional expense to Management and/or doesn't otherwise violate existing and future security requirements. The Union must request use of the facility prior to "after hours" use to insure facility security. The Union may also use management space for meetings during duty hours if the employees are on annual leave and/or other non-duty time.
- C. Telephones -
  - 1. The employer will continue to provide local and long distance telephone service to designated Union representatives.
  - 2. The Union's Representatives are authorized the use of government telephones for local and long distance calls while performing official representational duties.
  - 3. The telephone service provided for the Union shall be used for official business, i.e., conducting proper Labor-Management Relations activities. All such use shall be in compliance with applicable laws and regulations.
  - 4. The vice president and principal representative will be allowed to use their government provided cell phones for Union business. The phones will be maintained at the Bureau expense.
  - 5. All telephone service provided for the Union shall be used for official business, i.e., conducting proper Labor-Management Relations activities. All such use shall be in compliance with applicable laws and regulations.
- D. Union representatives who may be issued pagers for use in the performance of their official duties may use those pagers in connection with the performance of their representational duties. Management will not be responsible for providing pagers if not otherwise required as a part of the official government position.

### **Section 2. Manuals and Issuance's**

- A. Management shall provide the Union copies of all new BLM issuances that impact on the conditions of employment of bargaining unit employees.
- B. The Union shall have access to review and use available public information reference materials, both hard copy and electronic, maintained by Management such as existing or future laws, BLM policies and regulations, and decisions of the Federal Labor Relations Authority. The Union may make a copy of a specific page or pages of these reference materials if the reference material is needed to fulfill its representational obligation. Time used to research, review and duplicate will be considered official time. It is agreed that the inability to access electronic systems because of loss of access that is not within the authority of the local office will not be cause for a complaint of an Unfair Labor Practice.

### **Section 3. Bulletin Boards**

Management agrees to provide space on an existing bulletin board at work sites where bulletin board space is not currently provided. Management also agrees to continue to provide space on existing bulletin boards where space has been provided. Union representatives are responsible for the upkeep of their bulletin space and for ensuring that posted materials do not violate law, provision of the Agreement, security, regulations of a higher authority, or contain what might be considered obscene or libelous material.

### **Section 4. Distribution of Literature**

Subject to Bureau regulations and security and safety requirements, the Union may distribute informational literature on BLM premises in unlocked work areas providing all participants are in an off duty status

### **Section 5. AFGE Insurance Brochures**

During the open season period for health benefits, Management agrees to make available to employees' copies of AFGE insurance plans that have been sanctioned by OPM for Federal employees. The Union agrees to provide Management with sufficient copies for this purpose. Union representatives agree to field calls and inquiries regarding the benefits offered, procedures for obtaining the insurance and who to contact in case of problems encountered.

### **Section 6. Other Services**

A. Management agrees that the Union may use copying machines and other services (including standard office supplies) and communication with Management.

### **Section 7. Use of Computers**

Union representatives may use system capabilities of computer equipment situated at their work stations. Such use is subject to security requirements and shall be limited to official representational duties. Time used for this purpose will be considered official time. It is agreed that interruptions in service that are not within the authority or control of the NIRMCM will not be cause for a claim of an Unfair Labor Practice.

## **ARTICLE 8 – NEGOTIATIONS**

### **Section 1. General**

In all circumstances where there is an obligation to engage in negotiations, the Parties will negotiate in good faith as required by Section 7114 (b)(1) through (5) of the Federal Service Labor-Management Relations Statute. The Parties agree that the provisions of this Agreement constitute the procedures and appropriate arrangements applicable to matters covered by the Agreement.

## **Section 2. Term Negotiations**

The Agreement will constitute the sole term agreement between the Parties, subject to annual reopening by mutual agreement; any amendments required mid-term as a result of changes in law, government-wide regulations, or BLM-wide policy; negotiable changes in working conditions initiated by the Employer; or midterm bargaining initiated by the Union concerning matters not covered by this Agreement.

## **Section 3. Mid-Term Negotiations**

- A. Prior to implementing changes in personnel policies, practices or matters affecting conditions of employment, the Employer will present the President of the Union local with written notice of the change.
- B. Upon receipt of such notice, the President or his designee may within five (five) business days of receipt request negotiations. Proposals, along with ground-rules, will be submitted by the Union within an additional five (5) business days after the request for negotiation is made. If the Union has questions on a proposed change, the President will contact an appropriate Employee Relations Specialist within three (3) days to indicate clarification is needed. The timeframe for submitting Union proposals and ground rules will be suspended until after management has met with the Union to provide clarification over the matter. The extension of submission time will be for as many days as there were between the time the Union contacted the Employee Relations Specialist and the time the clarification meeting is held. Failure to make a timely request to negotiate or timely provide proposals in writing shall be deemed to constitute acceptance of the changes by the Union. The failure of management to respond regarding the Union's proposals will constitute acceptance of the Union's proposals and will be binding on the Bureau as long as they are not non-negotiable or permissible subjects. All parties will assure that their contacts have been received, if not made in person. Time frames required for this process may be extended by mutual agreement.
- C. Changes that are negotiated or agreed to pursuant to this section shall be duly executed by the Parties and shall become an integral part of this Agreement and subject to all of its terms and conditions.
- D. When parties to the agreement can not agree on a negotiable matter and an impasse is reached, the item(s) in dispute will be set aside. In the interim status quo will be maintained until the matter is resolved in accordance with the Labor Statute unless change is required by law. After all negotiable items on which agreement can be reached have been disposed of, the set aside item(s) will be reviewed. If agreement is not reached after a final attempt, the parties may seek the services of the Federal Mediation and Conciliation Service (FCMS). When FCMS service do not resolve the impasse, the parties agree to resolve the matter in accordance with 5 USC 7119(b)(2).

## **ARTICLE 9 – COMMITTEES**

### **Section 1. Joint Standing Committees**

The Parties, will establish a joint Labor-Management Committee. The Local Union President will serve on the Committee or his/her designated local representative.

- A. The purpose of the committees shall be to promote and facilitate understanding and constructive relationships between the Union and Management.
- B. Committee sessions shall include routine exchanges of information and concerns, but shall not constitute part of the grievance procedure nor include negotiations relative to specific issues.
- C. Meetings shall be held on an "as needed" basis at a time agreed to by the Parties.
- D. No later than ten (10) days prior to the agreed upon meeting date, the Parties shall exchange proposed agendas. If there are no agenda items, the meeting should be limited to no more than twenty (20) minutes. If there are agenda items, the discussion will center on the agenda items unless mutually agreed.
- E. The Parties shall have an equal number of members on these joint Labor-Management Committees but may meet with an unequal number of participants if mutually agreed.
- F. Management and the Union will rotate preparation of a brief summary of each meeting. The parties not preparing the summary will provide the other parties a copy of the final summary.
- G. Meetings will be held during normal duty hours, and the Local Union's representative will be entitled to official time to attend the meeting.

### **Section 2. Relationship to Other Committees and to Negotiations**

- A. The joint standing Labor-Management Committee identified in this Article is in addition to and separate from any other committees described in this Agreement.
- B. Nothing in this Article or this Agreement diminishes or waives the Union's statutory right to bargain on matters, which were discussed by joint committees unless mutually agreed to and not otherwise precluded by the provisions of Article 8.

## **ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY**

### **Section 1. Policy**

The Employer agrees to maintain a continuing affirmative program to promote equal opportunity and to identify and eliminate discriminatory practices and policies in accordance with 29 CFR 1614.102 of the Government-wide regulations on Equal Employment Opportunity.

### **Section 2. Bureau Processing and Investigating Complaints**

Individual and class discrimination complaints filed on the basis of race, color, religion, sex, national origin, age, disability, or reprisal will be processed in accordance with EEOC, Department and Bureau regulations and guidelines.



### **Section 3. EEO Counseling**

- A. Where applicable, Management will accept nominations from the Union when appointing BLM collateral Duty EEO Counselors. The Union's nominees will be considered with other potential candidates.
- B. The names, business address and telephone numbers of the BLM Collateral Duty EEO Counselors will be publicized to all employees.

### **Section 4. Services for Disabled Employees**

In accordance with 29 CFR 1614.203, the Employer will make reasonable accommodation to the known physical or mental limitations of an applicant or employee who requests accommodation and is a qualified individual with a disability unless the Employer can demonstrate that accommodation would impose an undue hardship on the operation of its program.

### **Section 5. Committee Members**

The Union may make nominations for members to EEO related committees located at the NIRMC Offices.

### **Section 6. EEO Complaints**

The Agency agrees to make every effort to process all EEO complaints within the statutory timeframe.

## **ARTICLE 11 - TRAINING AND CAREER DEVELOPMENT**

### **Section 1. Statement of Policy**

The Union and Management agree that training and career development are major tools in the development and maintenance of an effective and competent workforce. Training will be provided to meet the needs of the BLM. Training may also be provided to assist employees in reaching their full potential within the limits of available funds and existing and projected staffing needs.

### **Section 2. Training Programs**

The Union will be afforded the opportunity to be represented on any committee where bargaining Unit employees are members and the committee is formed for the purpose of developing training and career development plans. The final decision regarding what training will be approved will be retained by management.

### **Section 3. Training Process**

- A. Management will consider the following order of priority in the approval and disapproval of training requests for bargaining unit employees:

1. Training that is required to bring sub-standard performance to a successful level is agreed to be a top priority in terms of the use of training funds availability.
  2. Training that is required because of the implementation of new technology or equipment
  3. Training that is not required but will improve or enhance performance.
- B. If a bargaining unit employee desires to participate in a particular training course and it is unclear regarding what the relationship is to the employee's current job, the employee will provide an explanation of what the relationship is and what advantage the BLM will obtain from the employee's attendance. If management elects to reject the request, an explanation regarding why the request was denied should be provided.
- C. Management will make the various sources of training and information regarding individual training courses available to bargaining unit employees upon request.
- D. Training that is required by management and conducted during regular duty hours will be considered regular work time. To the extent possible management will adjust the bargaining unit employee's work schedule to accommodate course time.
- E. Management will consider bargaining unit employee request for adjustments to their work schedule when the employee is participating in an educational program that is determined to be of benefit to the BLM. In considering such an approval, Management must take into consideration that returning the employee to their original schedule before completion of the academic period (quarter or semester) could have a negative impact on their ability to successfully complete the academic period.

## **ARTICLE 12- DRUG TESTING**

### **Section 1. Policy**

- A. The Employer will administer its drug testing program in accordance with governing Executive orders, laws, Government-wide regulations, regulatory guidelines, and this Agreement.
- B. Nothing in this article shall be construed to indicate the Union's support for or agreement to the constitutionality of the drug-testing program. Nor shall an employee's compliance with a Management order to submit to drug testing be construed to waive any rights the employee or the Union may have to challenge the constitutionality of such testing.

### **Section 2. Employees Subject to Testing**

The agency has determined that specific positions perform duties that require mandatory drug testing. Vacancy announcements prepared for these positions identify each position as one that requires Drug Testing as a condition of employment. Entry into such a position requires the satisfactory completion of an initial drug test. Other positions may require mandatory drug testing when it has been determined that an administrative error occurred during the initial review of the position description. When it is found that the position should have been subject to drug testing, a correction will be made and the position will be subject to drug testing as required. Employees who occupy positions that are not designated as "drug testing" positions are not subject to mandatory drug testing unless there is a legitimate and reasonable suspicion of on-duty drug use or drug related impairment.

### **Section 3. Frequency of Testing**

The Employer's drug testing program is administered by the Department of Interior. Employees occupying positions that are subject to drug testing are subject to random testing based on the Department's random testing program.

### **Section 4. Grievances and Arbitration**

Grievances and arbitration related to drug testing matters will be handled in accordance with Articles 32 & 33 of this Agreement.

### **Section 5. Disciplinary Actions**

Disciplinary actions related to the drug-testing program will be subject to the provisions of Article 31.

### **Section 6. Voluntary Testing Programs**

The Employer will not coerce or require employees to participate in voluntary drug testing programs.

## **ARTICLE 13 - POSITION CLASSIFICATION**

### **Section 1. Purpose of Classification**

The Parties agree to the principle of equal pay for work of equal value and that the classification of duties and responsibilities assigned to employees by Management is necessary to assure appropriate compensation.

### **Section 2. Classification of Positions**

Management agrees to exercise its classification authority in accordance with law and Government-wide regulations.

### **Section 3. Position Descriptions**

- A. Management will provide each bargaining unit employee with an accurate description of the major duties of the position upon initial assignment to a position, and whenever a change is effected to the position description.
- B. If work functions not already included in the employee's position description are assigned on a recurring basis, the employee may request through the supervisor that the duties be documented for submission to the servicing HR office for a classification determination.
- C. The Union will be furnished copies of any unit position description, upon request.
- D. The phrase "other duties as assigned" if found in position descriptions, is interpreted to mean other related duties.

#### **Section 4. Position Description Review**

An employee who feels that he/she is performing recurring duties outside the scope of their current position description may request, through their supervisor, a classification review using the following method:

- A. The supervisor and the employee may agree that the additional duties should be added to the position description. If the supervisor and the employee do not agree on the accuracy of the position description with the added duties, the employee may grieve the accuracy of the position description.
- B. If the supervisor and employee agree on the accuracy of the new description, the new position description will be submitted to the servicing HR Office and a classification review will be completed as soon as possible. Every effort will be made to classify the position within thirty (30) business days. If it cannot be accomplished within that time frame, the Union will be formally notified. If the employee disagrees with the findings of the HR Office, the employee may file a classification appeal.

#### **Section 5. Effective Date of Reclassification**

If Management reclassifies an employee's position to a higher grade, the implementing personnel action will become effective the first day of the first pay period following the reclassification action.

### **ARTICLE 14 - PART-TIME, INTERMITTENT AND TEMPORARY EMPLOYEES**

#### **Section 1. Part Time Employment**

- A. The Employer agrees to give full consideration to an employee's request to change status from part-time to full time and vice versa.
- B. An employee's request for temporary adjustment of an established part-time work schedule because of personal hardship or to permit developmental assignments will be fully considered by the Employer.
- C. Upon request from an employee, Human Resources will provide pertinent information regarding the personnel effects of changing to and from part-time permanent positions. Such information may include pay and all benefits, time-in-grade requirements; WIGS, accumulation of leave, and changes in competitive levels in the event of RIF.

#### **Section 2. Intermittent Employees**

- A. Management will make every reasonable effort to distribute intermittent hours on a fair and equitable basis among employees who are equally qualified to perform the required duties.
- B. A record of hours worked by intermittent bargaining unit employees will be maintained by the Employer. A copy of the record will be provided to the Union upon request.
- C. When an intermittent bargaining unit employee works a regularly scheduled tour of duty for a period of six (6) months consideration will be given to converting the employee to part time status.

- D. Normally, supervisors will inform intermittent bargaining unit employees prior to the end of the workday if they will be needed the following workday.
- E. The Employer agrees that if an intermittent employee is called in for work, the employee will be assigned a minimum of two (2) hour's work, provided that the employee reports for work at the time designated by the Employer.
- F. Release and recall procedures will be fairly applied among individuals who are equally qualified to perform the required work.

### **Section 3. Temporary Employees**

All temporary appointments within the bargaining unit will be done in accordance with applicable laws and Government-wide regulations. Temporary appointments will be used only to meet legitimate non-permanent staffing needs.

## **ARTICLE 15 - PROBATIONARY/TRIAL PERIOD EMPLOYEES**

- A. A probationary/trial period employee is one who meets the definition set forth in law and regulation and is normally one year.
- B. Probationary period bargaining unit employees will be advised of their performance and conduct expectations in accordance with policy.
- C. A probationary bargaining unit employee whose appointment is to be terminated will be given a written notice of the agency's conclusions in accordance with the Code of Federal Regulations.

## **ARTICLE 16 - DETAILS, REASSIGNMENTS, AND VOLUNTARY CHANGES**

### **Section 1. Details**

- A. Definition - A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.
- B. Documentation - The Employer agrees that employees shall be recognized for the work they perform. Therefore, details of thirty (30) days or more will be documented and maintained as a permanent record in the employee's Official Personnel Folder (OPF). This will not preclude employees from updating their OPF with memorandum that document details of less than thirty (30) days, in accordance with OPM guidelines, as set forth at 5 CFR part 335.
- C. Higher Graded Duties - Details to higher graded positions, or to positions of known promotion potential will be accomplished in accordance with merit system principles, Departmental and Bureau guidelines and the procedures contained in Article 17, Merit Staffing.
- D. Lower Graded Duties - Performance of lower graded duties officially assigned by Management which are outside an employee's position shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Performance of lower graded duties officially assigned by Management (which are outside an employee's position) shall not be the basis for a lowered assessment or appraisal of the employee.

- E. Appropriate Use of Detail - Details shall be used to meet temporary needs of the Employer's work program when necessary services cannot be obtained by other means. This includes, but is not limited to: meeting unusual workload demands, special projects or studies, change in mission organization, or employee absences. Whenever practicable, details will be rotated fairly and equitably among qualified employees. Details or a series of rotating details will not be used for the purpose of avoiding a temporary or permanent promotion.

## **Section 2. Reassignments**

Reassignment means a change of an employee from one position to another in the same grade in the same agency.

- A. Reassignments of employees to different positions shall be effected by the appropriate personnel action.
- B. Requests for voluntary reassignments, both within and outside of the job site, shall be entitled to prompt and fair consideration treatment by management.
- C. An employee reassigned to a different post of duty that is more than 50 miles away from their current duty station will be authorized relocation expenses and will be given fifteen (15) days written notification after the Bureau has met its obligations with the Union in accordance with 5 U.S.C. 7106(b)(3).
- D. Management agrees to give the Union fifteen (15) days notice subject to extension by mutual agreement before effecting the reassignment of a Union Officer, Official, or Steward.

## **Section 3. Voluntary Changes**

Employees may voluntarily request changes in their work assignments at any time. All such requests are subject to Management's right to assign employees and work, and to determine the personnel by which Bureau operations shall be conducted. Any voluntary changes will be processed in accordance with applicable laws, rules, and regulations.

## **Section 4. Relocation Expenses**

Employees affected by a management directed change in duty station will be entitled to relocation expenses in accordance with the Federal Travel Regulations and Bureau policy.

# **ARTICLE 17 - MERIT STAFFING**

## **Section 1. Purpose and Policy**

- A. In accordance with 5 USC 2301 and 5 CFR 335.103, competitive procedures will be used in selecting highly qualified persons for positions within the unit of exclusive recognition. All bargaining unit employees applying for employment will receive fair and equitable treatment in all aspects of merit staffing and promotion actions without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, non-disqualifying disabling condition or without regard to labor organization affiliation and with proper regard for their privacy and constitutional rights.

- B. Management may fill a vacancy by promotion, demotion, noncompetitive conversion, reassignment, transfer, reinstatement, or appointment from an Office of Personnel Management (OPM) register or other appropriate source of applicants. In an endeavor to achieve a work force from all segments of society, selection and advancement will be determined solely on the basis of relative ability, knowledge, and skills, which assures that all receive equal opportunity. Applicants may be considered concurrently or consecutively from any or all recruitment sources.

## **Section 2. Actions Covered By Competitive Procedures**

Competitive procedures will be applied for all bargaining unit positions in accordance with 5 CFR 335.103, as well as the Department of Interior and BLM merit promotion policies and procedures.

## **Section 3. Actions not Covered by Competitive Procedures**

Exceptions to competitive procedures for all bargaining unit positions will be made in accordance with 5 CFR 335.103, and the Department and BLM merit promotion policies and procedures.

## **Section 4. Temporary Promotions**

- A. Bargaining unit employees will be detailed or temporarily promoted to higher graded positions in accordance with 5CFR335.103.
- B. If management is not aware that a vacant position with higher grade duties is for more than thirty (30) days, management will detail the employee to the position. Details to higher grades will not be interrupted for the purpose of avoiding temporary promotions on the 31st day.
- C. If management has knowledge that a classified vacant position will be vacant for more than 30 days, management will temporarily promote eligible and qualified employees acting in that position from the first day of the detail.
- D. Temporary promotions for qualified and eligible bargaining unit employees that exceed (30) days will take effect no later than the 31st day. This includes an employee who has been detailed to an officially classified higher graded position for 30 consecutive days or an employee who has been assigned and performed all the duties of a higher graded position for 30 consecutive days as determined by a Classification Specialist in the Human Resources Office.

## **Section 5. Advance Consideration Before Using Competitive Procedures**

- A. Bargaining Unit employees who are involuntarily demoted in the BLM without personal cause and who are in grade retention status are entitled to consideration under relevant Department of Interior's and the BLM's policies and procedures.
- B. When procedural violations or administrative errors occur, priority consideration will be granted for the same position in the same duty location for a period of two years or until the applicant has received priority consideration for the next equivalent vacancy within the Bureau of Land Management under the authority of the SPO where the procedural violation occurred, whichever comes first.

## **Section 6. Scope of Competition**

Each vacancy will be advertised in a geographic/organizational area large enough that a reasonable number of highly qualified candidates may be anticipated.

## **Section 7. Vacancy Announcements**

- A. All vacancies which are to be filled competitively through BLM's Merit Promotion Procedures will be announced and posted electronically on BLM's website. Management will provide each unit employee access to a computer, and assistance if needed.
- B. Vacancy announcements will include all information required by Department and BLM policy and procedures.
- C. Posting Vacancy Announcements. The normal procedure for posting vacancy announcements will be electronic. The Employer will post vacancy announcements on the BLM National Human Resources Management Center's (NHRMC) web site for Human Resources or provide a link to the location of the posted announcements whenever possible and appropriate
  - 1. Management will ensure that all employees who do not have a computer assigned to them to perform their regularly scheduled duties will be provided access to a computer and printer in order for all employees to have access to all vacancies announced on the Bureau's website.
  - 2. Merit promotion Announcements for bargaining unit positions will usually be posted for at least ten (10) workdays before the closing date for all announcements.
- D. Reposting. If a merit promotion vacancy announcement for a bargaining unit position has been posted and any information is later found to be in error or subsequently changed, i.e., area of consideration, duty station, grade change, career ladder of the position, or if there is a change in the factors by which the candidates will be evaluated, the announcement must be reposted citing the change and whether or not the original applicants need to re-file in order to be considered. Posting duration and distribution shall be the same as the original vacancy announcement.
- E. Cancellation. Notice of cancellation of merit promotion vacancy announcements for a bargaining unit position will be posted in the same areas as the cancelled announcements.

## **Section 8. Employee Applications**

- A. Filing an Application. To be considered for a vacancy, an employee must file an application as directed by the Servicing Human Resources Office. The responses to the questions will be based on the employee's self-evaluation. If an employee needs assistance in completing this application, Management agrees to provide assistance to the employee in completing the application as long as the assistance does not violate Merit Principles.
- B. Time Limits. The time limits for filing for a posted bargaining unit vacancy are as follows:
  - 1. Electronic Applications – the closing date reflected on the vacancy announcement will be the acceptance deadline.
  - 2. Non-electronic Applications – the application must be "post marked" by the closing date.



## **Section 9.**

The determination regarding best/well-qualified applicants is made in accordance with the Bureau's Merit Promotion policy and any other applicable Bureau or Department guidelines.

## **Section 10. Selection Procedures for Bargaining Unit Positions**

- A. Interviewing. The selecting official will interview all best qualified candidates who are referred unless:
  - 1. The selecting official has the knowledge of the candidate's experience, knowledge's, skills and abilities relative to the position being filled; or
  - 2. The selecting official has previously interviewed the candidate for a position in the same occupational family.
  - 3. When a face-to-face interview is not possible, a telephone interview is acceptable.
- B. Selection.
  - 1. The selecting official will ask only valid job-related interview questions that allow for an objective evaluation of the candidate's competencies.
  - 2. The selecting official has the right to select or not select any candidates referred. However, the selecting official will give consideration to fitness and qualifications without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying handicapping condition, or age, and shall be based solely on job-related criteria.
  - 3. When requested by the employee or their representative, the selecting official will discuss their rationale supporting their selection(s).
- C. When a decision has been made, the selecting official will notify the Human Resources Office who will review the selection. The HR specialist will notify the selectee of the selection.

## **Section 11. Employee Information**

- A. General. Upon request, a bargaining unit employee will be provided the following information for each vacancy applied for:
  - 1. Whether the employee meets minimum requirements,
  - 2. What points were awarded in each category?
  - 3. Employee's relative standing in numerical listing,
  - 4. What the Best-Qualified List cutoff score was,
  - 5. Whether or not the employee was on the Best-Qualified List,
  - 6. The name of the employee selected for the vacancy,
  - 7. Reason employee was not selected, and/or
  - 8. In what areas, if any, they can improve to increase their chances for future selection to the position in question.
- B. Information Regarding a Selection. The selecting official will not discuss the promotion action (except their higher levels of supervision) until after the Human Resources Office has reviewed the selection and notified the selecting official that an offer may be made to the selectee(s).

## **Section 12. Career Ladders**

An employee in a career ladder position below the full performance level will be promoted when eligible provided the employee has demonstrated a capability to satisfactorily perform duties assigned and is able to perform at the next higher level. Management will ensure that the unit employee is given an opportunity to perform duties at the next higher level.

## **Section 13. Miscellaneous**

- A. **Compensation.** An employee's level of compensation upon promotion shall be set in accordance with applicable regulations and Bureau guidelines. Pay may be set at the maximum payable rate or highest permissible rate when an employee moves into a position in the bargaining unit by reinstatement, transfer, and the experience in the job credited as highest previous rate is related to the new position. The pay rate established in promotions will be in accordance with applicable laws.
- B. **Promotion Records for Unit Positions.** In accordance with 5 CFR 335.103, a file sufficient to allow for reconstruction of the competitive action will be kept. The file will be kept in accordance with file retention regulations as outlined in the most current OPM Operating Manual, "The Guide to Personnel Record Keeping", unless there is a grievance or complaint pending on the particular promotion action, in which case the file, is kept pending final decision of the grievance or complaint.
- C. **Effective Date.** An employee who has been selected for a competitive promotion will have his/her promotion effective at the beginning of a pay period or the beginning of the pay period when reporting for duty. Delays in the effective date may occur for such considerations as within-grade increases, long distance moves, exigencies of the Bureau, etc.

## **Section 14. Information on Promotion Actions**

Upon completion of the selection process, the Union, in connection with a grievance investigation, may request the information used by the Bureau to make the selection. The Bureau will provide the requested information consistent with the requirements of law and Article 4, Section 5 of this Agreement but will not be required to divulge confidential testing information (i.e., crediting plans).

## **ARTICLE 18 – THE PERFORMANCE APPRAISAL SYSTEM FOR BARGAINING UNIT EMPLOYEES**

### **Section 1. General**

The NIRMC of the BLM will follow Department of Interior and Bureau policy in accordance with Chapter 43 of Title 5 USC and Part 430 of Title 5, Code of Federal Regulations, in implementing an appraisal system for all bargaining unit employees.

### **Section 2. Applicable Systems**

The BLM Performance Management System will be followed to evaluate unit employees.

### **Section 3. Definitions**

- A. Critical element means a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an employee's overall performance is unacceptable. Such elements shall be used to measure performance only at the individual level.
- B. Performance standard is a management approved definition of the performance threshold(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.
- C. Appraisal means the process under which performance is reviewed and evaluated.
- D. Appraisal period is the established period of time for which performance will be reviewed and a rating of record will be prepared but, not less than ninety (90) days.

### **Section 4. Critical Elements and Performance Standards**

- A. A performance plan identifying the critical elements and performance standards of the position will be developed within sixty (60) days after the beginning of each permanent assignment or any detail or temporary promotion that is expected to last more than one hundred and twenty (120) days or longer. No performance plan is complete until it is approved and issued to the employee.
- B. It is strongly encouraged that employees have input on developing their elements and standards, but the final decision regarding critical elements and standards always rests with the management official. Bargaining unit employees should be given the opportunity for participation in the development of the performance plan in accordance with the U.S. DOI Performance appraisal Handbook, Appendix 7.
- C. Performance plans may be modified at any time up to ninety (90) days before the end of the rating period, but changes will not retroactively be applied to appraise an earlier period of performance.
- D. After discussion of the critical elements and performance standards has been completed, the supervisor and the employee shall complete and sign the DOI appraisal form. A copy shall be furnished as soon as practicable to the employee. The employee may then provide the Union representative with a copy.

### **Section 5. Performance Reviews**

- A. Employees will be given a performance review in accordance with Department of Interior policy (at least one formal progress review during each appraisal period at approximately mid-way through the rating cycle). Additional reviews will be given as the supervisor deems appropriate or upon the employee's request.
- B. During the performance reviews, the supervisor will provide an objective review of assignments on which the employee has performed, or had an opportunity to perform since the beginning of the rating period, and a rating concerning the level of performance in each critical element. The supervisor will document the review and if requested, provide the employee with a copy.
- C. If a performance review reveals unacceptable performance, the supervisor will develop a written Performance Improvement Plan. Performance Improvement Plans within the

bargaining unit will be established in accordance with the DOI Policy and Handbook for performance.

- D. The employee who is not contesting the appraisal received in a given element may enter written comments (e.g. additional information concerning work assignments completed during the rating period). In accordance with the DOI Performance Handbook this information will be filed with the completed performance appraisal in the Employee's Performance Folder (EPF).

#### **Section 6. Annual Performance Rating**

- A. Annual performance ratings will be completed and issued in accordance with the DOI Performance Policy and Handbook consistent with 5 CFR Part 430.
- B. When issuing the rating, the supervisor should give the employee an opportunity to discuss the rating or other factors relevant to the performance appraisal.
- C. The overall performance rating and the rating for individual critical elements shall be as follows: Exceptional, Superior, Fully Successful, Minimally Successful and, Unsatisfactory.

#### Definitions of Performance Levels:

Exceptional – Particularly excellent performance in all aspects of the position that is of such high quality that organizational goals have been achieved that would not have been otherwise.

Superior – Unusually good performance that exceeds expectations in critical areas and exhibits a sustained support of organizational goals.

Fully Successful – Good sound performance that meets organizational goals. Employee effectively applies technical skills and organizational knowledge to get the job done.

Minimally Successful – Performance shows serious deficiencies that require correction. Work is marginal and only meets the minimum requirements with close supervision.

Unsatisfactory – Quality and quantity of work are not adequate for the position. Work products do not meet minimum requirements expected.

- C. Overall performance ratings will be established and defined in accordance with the procedures outlined in the Department of Interior policy. An employee may challenge the application of their performance standards to their performance.

#### **Section 7. Unacceptable Performance**

- A. When the supervisor observes that an employee's performance is unacceptable in one or more critical elements, the supervisor will inform the employee in writing of the observed pattern of performance and provide the employee an opportunity to improve by developing a performance improvement plan (PIP). The purpose of the PIP is to assist the employee in improving performance to the desired level.
- B. The PIP will specify, as appropriate, the counseling, training, coaching and any other specific actions that are designed to bring the employee's performance back to the fully successful or satisfactory level. The PIP will normally not exceed ninety (90) days.
- C. If, after being given the opportunity to improve, the employee continues to fail to meet performance standards for one or more critical elements, the Employer must consider reassignment, demotion or removal of the employee from his/her position as appropriate.

- D. If the Employer considers it necessary to effect a demotion or removal for unacceptable performance under the procedures listed in 5 U.S.C. Chapter 4303, those procedures will be followed. The Employee will be provided with documentation that is in accordance with OPM and Agency requirements regarding proposals and decisions for performance-based actions. The decision letter will advise the employee of their rights and that they may seek assistance from the Union as their exclusive representative.

## **Section 8. Denial of Within-Grade Increases/Step Increases**

### **General Schedule Employees - Within Grade Increases/Step Increases**

- A. An employee under the General Schedule (GS) who is paid at less than step 10 of the grade of his/her position must be advanced in pay to the next higher step provided the employee has completed the required waiting period, has not received an equivalent increase during the waiting period, and is performing at an acceptable level or above as defined by the performance appraisal.
- B. If a within-grade increase is denied for a general schedule employee, the employee will be informed in writing of the reason(s) for the negative determination, the right to seek reconsideration, and the subsequent right to seek review through the negotiated grievance procedure.
- C. The written notice of the right to request reconsideration must be in writing, submitted within fifteen (15) days of receipt of the negative determination, and will state:
- That the employee, if in duty status, will be granted a reasonable amount of official time to review the material that is the basis of the negative determination and to prepare a response.
  - That the employee has the right to be represented by the Union;
  - The name and address of the person to whom the request for reconsideration shall be delivered.
- D. The person who receives a request for reconsideration will establish a reconsideration file, which shall contain all pertinent documents relating to the negative determination. He/she will issue a decision on the request or reconsideration within (30) thirty calendar days.
1. If the reconsideration decision is to grant the within-grade increase, the decision will be made retroactive to the first day of the first pay period following completion of the waiting period.
  2. If the reconsideration decision is to deny the within-grade increase, the notice of the decision will inform the employee of the right to file a grievance under the negotiated grievance procedure or MSPB, but not both.

## **Section 9. Performance Records**

- A. Supervisors shall maintain records of performance, which may include but is not limited to:
- What work was assigned?
  - When it was assigned,
  - What instructions, written or oral, were given concerning:
    1. Time requirements, if a factor,
    2. Cost requirements, if a factor,

3. Quality requirements,
  4. Quantity requirements,
  5. Process requirements (e.g. steps to follow, a procedure to use),
  6. Other requirements.
    - When assignments are past due,
    - When assignments are cancelled or transferred to other employees, and
    - When assignments are completed and whether they met, failed to meet, or exceeded standards.
- B. Records of day-to-day performance may be destroyed after the annual rating is issued, provided the rating is not grieved or the rating is not the basis of a performance based action.
- C. The annual overall rating will be kept on file for the period specified by OPM regulations.
- D. Materials supporting the denial of a within-grade increase will be maintained until any grievances or appeals are adjudicated and if denial is sustained.

#### **Section 10. Appraisal System Information**

Supervisors will advise employees of the provisions of the performance appraisal system including the definition of and significance of critical elements, the purposes of performance standards, the relationship of performance appraisal to awards, within-grade salary increases, and completion of probation, the use of BLM appraisal system forms, and the purposes of performance reviews.

#### **Section 11. Employee Representation**

Employees may request Union representation while pursuing reconsiderations or grievances on matters addressed in this article.

**ARTICLE 19 - INCENTIVE AWARDS AND PRODUCTIVITY**

**MEMORANDUM OF UNDERSTANDING**

On May 23, 2005, representatives of AFGE Local Number 3275 and Management met to negotiate a new Labor Agreement between NIRMC and AFGE Local #3275. On this date it was agreed that Article 19, Incentive Awards and Productivity would be tabled until such time as either the Department of Interior or the Bureau of Land Management developed a Incentive Awards and Productivity policy that would be applicable to the NIRMC. Present during this agreement were [REDACTED], Chief Negotiator for AFGE Local #3275, [REDACTED] and [REDACTED] (also representing AFGE Local #3275) and [REDACTED], Chief Negotiator for NIRMC, [REDACTED] (NIRMC Management).

[REDACTED]

Union Representative

5/25/05

Date

[REDACTED]

Management Representative

5/25/05

Date

[REDACTED]

Authorizing Management Official

5/26/05

Date

## **ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAM**

### **Section 1. Purpose**

This program is established to provide counseling and assistance to employees who are confronted with a variety of personal problems that would be helped by the intervention of a trained counselor. This program will provide a procedure to deal fairly and effectively with these problems while also properly recognizing the employee's right to privacy and the Employer's need to maintain a productive work force.

### **Section 2. Program Objectives**

- A. The Union and the Employer jointly recognize alcoholism and drug abuse as conditions that may be treatable. The earlier that an employee's substance abuse is identified (and treatment is initiated) the more favorable are the chances for satisfactory solution.
- B. The Employer shall maintain an Employee Assistance Program for all bargaining unit employees, within the requirements of applicable laws, regulations, and guidelines.

### **Section 3. Leave**

An employee who participates in the Employee Assistance Program and who decides to undergo a prescribed program of treatment that will require absence from work will be granted sick leave for treatment or rehabilitation in accordance with the same criteria used for granting sick leave to an employee affected with any other illness. If the bargaining unit employee provides a release to their supervisor that allows the supervisor to verify their presence for EAP treatment, the supervisor may grant up to (3) three visits of administrative absence for EAP treatment purposes. If the employee elects not to provide approval for verification, the employee may visit EAP while on approved leave or while off duty.

### **Section 4. Notification to Employees**

The Employer shall notify employees of the existence of the Employee Assistance Program annually. The notification shall include a statement of the purpose of the program and the location and telephone number of program counselors. The Employer will make EAP information available through the Human Resource Office.

- A. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance, he/she will discuss the apparent difficulties with the employee.  
If the employee is unable to correct his/her job performance difficulties through his/her own efforts, the supervisor will suggest the employee seek assistance from EAP. The supervisor will advise the employee that the EAP can offer the employee confidential services.
- B. Supervisors should not discuss the possibility of a substance abuse problem with an employee, but will suggest to the employee that he or she seek assistance from the EAP, except,
  - 1. When an employee does not appear to be in full control of his/her faculties, or
  - 2. When the employee is apparently involved in illegal activities related to drugs.



- C. The focus of corrective discussions by supervisors is restricted to the issues of job performance or conduct. Referrals should be made based on factual conduct and/or performance problems observed or verified by an individual with supervisory authority.

### **Section 5. Corrective Discussion**

- A. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance, he/she will discuss the apparent difficulties with the employee.  
If the employee is unable to correct his/her job performance difficulties through his/her own efforts, the supervisor will suggest the employee seek assistance from EAP. The supervisor will advise the employee that the EAP can offer the employee confidential services.
- B. Supervisors should not discuss the possibility of a substance abuse problem with an employee, but will suggest to the employee that he or she seek assistance from the EAP, except,
  - 1. When an employee does not appear to be in full control of his/her faculties, or
  - 2. When the employee is apparently involved in illegal activities related to drugs.
- C. The focus of corrective discussions by supervisors is restricted to the issues of job performance or conduct. Referrals should be made based on factual conduct and/or performance problems observed or verified by an individual with supervisory authority.

## **ARTICLE 21 - MEDICAL RETIREMENT**

### **Section 1. Conditions for Application**

The Employer will not initiate a retirement for medical reasons unless the conditions set forth in the appropriate OPM regulations are met.

### **Section 2. Procedures**

The Employer will adhere to OPM regulations in processing Bureau initiated retirement applications.

### **Section 3. Assistance to Employees**

The Employer will assist an employee who elects to initiate a medical retirement by providing all necessary information needed for said retirement.

## **ARTICLE 22 - OCCUPATIONAL SAFETY AND HEALTH**

### **Section 1. General**

- A. It will be the responsibility of the Employer to follow the guidelines laid out in the BLM Manual Handbook 1112-2, Safety and Health for Field Operations and DOI Department Manual 485 as they apply to bargaining unit employee work environments and conditions.

- B. The Employer is responsible for providing a safe and healthful workplace. The Employer and the Union agree to cooperate in an ongoing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control.
- C. Employees will comply with occupational safety and health standards, orders and regulations applicable to their positions.

## **Section 2. Occupational Safety and Health Committees**

- A. At such time as it is mutually agreed that a standing occupational safety and health committee is necessary and beneficial, the Union will be given an opportunity to be represented. Employees serving on these committees must request from their supervisors official time to participate on the committee.
- B. Upon establishment of a new occupational safety and health committee, a representative of the AFGE and a representative of management will develop the ground rules for the committee. These ground rules will consider such things as: membership, frequency of meetings, minute taking, preparation of agenda, duties of members, purpose, etc.

## **Section 3. Designation of Responsible Employer Officials**

The Employer agrees to notify all unit members at least annually of the name of individuals to whom they can speak if a concern regarding safety and health matters arises.

## **Section 4. Abatement of Unsafe and Unhealthful Working Conditions**

The Employer will assess concerns regarding unsafe or unhealthy working conditions raised by a bargaining unit representative. If management determines there is no evidence of a bona fide unsafe or unhealthy working condition and the AFGE representative is not convinced, the BLM Safety Manager or his/her designee assigned to NIRMC will be contacted to make an assessment of the concerns. Once a decision has been made that concludes a hazard is present, an assessment will be made of the level of urgency the hazard poses and a "course of action" (based on urgency) will be determined by Management.

## **Section 5. Imminent Danger and Imminent Risk Situations**

If an employee or manager reports a condition that poses imminent danger, the provisions (or appropriate provision) of the office's emergency plan will be implemented.

## **Section 6. Emergency Treatment**

The Employer and the Union recognize the need for prompt emergency treatment for bargaining unit employees injured on the job. Emergency first aid treatment will be provided by an individual who is capable of providing the necessary level of treatment if the injury is minor or an individual who is certified if the injury is not minor. An ambulance or (if not available) other emergent transportation will be used to transport an injured bargaining unit employee to the closest appropriate off-site medical facility. Any expenses incurred by the employee will be reimbursed in accordance with applicable Bureau/Department regulations.

## **Section 7. Safety Inspections**

A representative of Local 3275 will be allowed to participate in any official safety inspection of the workplace in which bargaining unit employee's work. The representative (if a BLM employee) will be authorized normal duty time to participate.

## **Section 8. Temperature Conditions**

Bargaining unit workplaces will be maintained at temperature levels appropriate to the nature of the workplace and the type of work being performed in accordance with the Code of Federal Regulations, 41 Chapter 101-20.116-3, Cooling and Heating Energy Conservation Policies and Procedures.

## **Section 9. Protective Clothing, Equipment and Tools.**

- A. The Employer, in accordance with Executive Order 12196 and the Basic Program Elements for Federal Employee Occupational Safety and Health, and other applicable directives will provide at no cost to the employee standard approved safety equipment, required and approved personal protective equipment (PPE). The employer will provide devices necessary to protect bargaining unit employees from hazardous conditions encountered during performance of work when the work requires PPE or other approved protective devices. An employee will be required to pay the difference in cost between standard approved items and premium grade or personally desired equipment
- B. Employees will use required safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Employer as necessary for their protection. Employees who fail to use required safety equipment and/or protective devices may be subject to disciplinary action.

## **Section 10. Work in Confined Spaces or Remote Areas**

When a bargaining unit employee is required to work in confined spaces (that presents a known hazard) is required to work in a remote area, or in any other situation where hazardous working conditions are present, all standards established by the BLM's Safety handbook and OSHA requirements will be adhered to.

## **Section 11. Repairs and Adjustments to Operating Equipment**

All moving and operating equipment used by bargaining unit employees will be repaired in a manner that is consistent with the BLM Safety Handbook. Only qualified personnel will be required to repair or adjust moving or operating machinery.

## **Section 12. Field Federal Safety and Health Councils**

A designated BLM Union representative will be allowed to participate in activities and attend meetings of established Safety and Health Councils in the local area that involve issues directly related to the bargaining unit employees without loss of pay or charge to leave, provided that no additional overtime or premium pay will be allowed for such participation.

### **Section 13. Employer Safety and Health Records**

The Employer agrees to compile and maintain records required by the Occupational Safety and Health Act and the Employer's safety and health program and make available copies of the records to the Union unless prohibited by law.

### **Section 14. On the Job Injury, Illness or Death**

- A. In the event of an on-the-job death, the Employer will promptly notify the Union of the name of the bargaining unit employee involved.
- B. **Worker's Compensation Claims.** In the event of an occupationally related on-the-job injury or illness of a bargaining unit employee, the Employer will assist the employee in completing all compensation forms. The employee can also seek Union assistance in completing the forms for which sufficient time will be granted.
- C. Employees may request treatment of an on-the-job illness or injury they believe resulted from or during their assigned work. Claims will be processed and submitted to the Office of Worker's Compensation (OWCP) by BLM claims staff in an expeditious manner.

### **Section 15. Hazardous Duty Pay**

- A. It is the Employer's policy to eliminate or minimize hazards and physical hardships for all bargaining unit employees. When hazards and physical hardships cannot be practically eliminated and are not considered in the classification of the employee's position description, appropriate environmental differentials will be paid to exposed bargaining unit as provided by 5 USC 5545(d) for general schedule employees.
- B. When the Union believes that an employee may be entitled to environmental differential pay, it will notify the Employer of the employee's name, title, duty location, and the nature of the hazard to justify payment of environmental differential.
- C. When the Employer determines or proposes that an employee or group of employees should be included or excluded from payment of environmental differential pay, it will notify the Union of the employees' names, position titles, location and the nature of the hazard and will provide in writing the reason for any denial of payment of environmental differential.

### **Section 16. Video Display Terminals (VDT)**

- A. **Service of Machines.** All VDT's will be serviced as needed by trained personnel and will be maintained in satisfactory condition.
- B. **Vision and Health Safeguards.** Upon presentation of appropriate medical documentation, Management shall consider reasonable accommodation for employees adversely affected by working on VDT's including individuals adversely affected by glare requiring filters for personal computers. Where two (2) or more individuals use the same machine, removable filters will be installed.
- C. **Ergonomics.** At an employee's request, he/she shall be provided information on ergonomic issues. Upon presentation of appropriate medical documentation, Management shall consider reasonable accommodation for employees adversely affected by adjustment of their chairs and equipment in relationship to their posture and work

surfaces. When Management determines accommodation is necessary new or replacement seating will be provided for VDT workstations that are ergonomically appropriate and adjustable.

### **Section 17. Smoking**

- A. **Smoking Cessation Program.** Bargaining unit employees who are interested in participating in a smoking cessation program may do so through the Employee Assistance Program.

### **Section 18. AIDS in the Work Place**

- A. Employees are encouraged to contact representatives of the Employee Assistance Program if they have personal concerns about AIDS and its related conditions or to obtain further information. Employees with AIDS or any of its related conditions may contact the Employee Assistance Program to discuss their concerns or to seek referral to professionally trained counselors.
- B. Under normal BLM working conditions, employees have no basis upon which to refuse to work with an AIDS-infected person.
- C. Employees who refuse to work with, who harass, intimidate, or in any other manner discriminate against AIDS infected persons may be subject to discipline.

**ARTICLE 23 - CHILD CARE**

**MEMORANDUM OF UNDERSTANDING**

On May 23, 2005, representatives of AFGE Local Number 3275 and Management met to negotiate a new Labor Agreement between NIRMC and AFGE Local #3275. On this date it was agreed that Article 23, Child Care would be tabled until such time as the Bureau of Land Management developed a policy regarding a Child Care Subsidy Plan. Present during this agreement were [redacted], Chief Negotiator for AFGE Local #3275, [redacted] and [redacted] (also representing AFGE Local #3275) and [redacted], Chief Negotiator for NIRMC, [redacted] (NIRMC Management).

[redacted]

Union Representative

5/26/05

Date

[redacted]

Management Representative

5/25/05

Date

[redacted]

Authorizing Management Official

5/26/05

Date

## **ARTICLE 24 - HOURS OF WORK**

### **Section 1. Basic Work Schedule**

- A. Definitions of the basic workweek are located in the DOI/BLM policy regarding tours of duty.
- B. The basic work requirement coverage is Monday through Friday. Normally, work will not begin before 6:00 a.m. nor extend beyond 6:00 p.m. Bargaining unit employees (working a fixed tour of duty) will normally be scheduled for 2 consecutive days off, except when changing from one regularly scheduled workweek to another. The tour of duty for a traditional schedule is 7:45 a.m. to 4:15 p.m. Normally, the Employer will provide a 72-hour notice of a change in schedule, if possible.
- C. The occurrence of holidays shall not affect the designation of the basic workweek.
- D. The Employer agrees to notify the Union in accordance with the Statute prior to changing the established hours of work or the established tours of duty.

### **Section 2. Alternative Schedules**

- A. Adverse Agency Impact
  - 1. When requested, the Employer agrees to allow bargaining unit employees to work flexible or compressed work schedules where there is no adverse Agency impact in accordance with the provisions of Public Law 97-221, 5 USC 6120 et seq. Schedules currently in effect will remain in effect at all locations until an employee requests a change.
  - 2. If Management determines not to continue the use of a flexible and compressed work schedule for bargaining unit employees at any duty location because of adverse Agency impact (as defined in Public Law 97-221, 5 USC 6120 et seq.), Management will inform the local Union President. If the local's President disagrees with management's determination of impact, the Parties will follow the procedures under section 6131 of the law.
- B. Definitions used in the Alternative Work Schedule Program can be found in OPM policy material and guidelines. Management will provide the copies of the available definitions and guidelines. Bargaining unit employees may access definition and guidelines on the DOI Human Resource Webpage and on the BLM Human Resources Webpage when available.
- C. Alternative Work Schedule Process
  - 1. Bargaining unit employees working under an Alternative Work Schedule are responsible for assuring they have worked or charged to leave 80 hours within a pay period (for full time employees) and the total number of required hours for part time employees.
  - 2. Bargaining unit employees working under an Alternative Work Schedule must record arrivals and departures. The record must show the employee's name, the date and time of arrival/departure and provide the recorded material to their supervisor. The Employer will maintain a record of employees' arrivals/departures
  - 3. Bargaining unit employees working under the "Maxi flex" tour of the Alternative Work Schedule must work three days each work week within core hours. Core hours are designated from 9:30 AM to 11:00 AM and from 1:00 PM to 2:30 PM.

4. Lunch periods for bargaining unit employees working under the "Maxi flex" tour of the AWS must take lunch between 11:00 a.m. and 1:00 PM on core days. Maxi-flex employees taking lunch prior to 11:00 a.m. or after 1:00 p.m. on core days may request leave or request the use of earned credit hours. Bargaining unit employees working under other tours within the AWS or the tradition tour of duty will take lunch between 11:00 AM and 2:00 p.m. as agreed upon with the supervisor.
5. Due to the critical service-oriented mission, the Parties agree that the alternate schedule may be temporarily terminated at the option of the Employer under the following conditions:
  - a) National emergency requiring a change in schedule; or
  - b) There is a significant reduction in staffing.

D. Compressed Schedule process

1. Employees should submit requests for the desired day off or to change their designated day off to their immediate supervisors. Approval by the supervisor will be subject to the exceptions under Paragraph E, below.
2. The Employer agrees to accommodate requests for either a Monday or Friday off, provided there is sufficient qualified staff to permit the selected day off. If more employees request a given day off than can be accommodated, employees will be requested to identify alternative days off. Conflicts that cannot be resolved informally will be resolved on the basis of seniority determined by Service Computation Date.  
New bargaining unit employees who elect a compressed work schedule will select an available "off-day" consistent with the needs of the organization.
3. When an employee on a compressed schedule is required to travel or participate in a training course the employee will revert to an 8 hour day schedule.
4. Part-time employees may, under compressed schedules, work nine or ten hours in a day (depending on their schedule) without charging the additional hours to overtime as long as the additional time is part of a regularly scheduled part-time work week and are consistent with staffing needs.
5. Due to the critical service-oriented mission, the Parties agree that the compressed schedule may be terminated at the option of the Employer under the following conditions:
  - a) National emergency requiring a change in schedule; or
  - b) There is a significant reduction in staffing.

E. Exceptions and Changes

1. The mission of BLM must take priority. Because of specific job requirements in the office, the same degree of personal choice may not be possible for all employees. For example, situations involving employees who work as a team, offices with small staff or limited ceilings, the need for coverage, continuous duty and unusual shift schedule, identification of key employees, etc., may limit the degree of flexibility possible in a particular office. Determinations of exceptions by Management will be based on the operating needs of the Bureau.
2. Managers and supervisors may require employees or groups of employees to go off alternative schedules to meet the Bureau's needs in accordance with Public Law 97-221 and 5USC 6120. If such changes are to be made permanent, prior



written approval of the Division Chief is required. Supervisors may rearrange work schedules or temporarily suspend the flexible bands due to work exigencies. The employee and the Union will be given as much advance notice as possible.

### **Section 3. Rest Periods**

- A. Rest periods of fifteen (15) minutes shall be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest period will normally occur in the middle of each four (4) hour work period. Employees who work four (4) hour shifts will have no more than one fifteen (15) minute rest period. Similar adjustments will be made for employees who work on other than the normal eight (8) hour tour of duty.
- B. Rest periods are hours of duty and normally may not be accumulated for later use and cannot be used to extend a lunch period.
- C. For the purpose of this article, the term rest period is synonymous with the term "break period".

### **Section 4. Changing Tours of Duty**

Changes in a tour of duty will be made in accordance with applicable Department and Bureau-wide policies and regulations. The Employer will provide a 72-hour notice of a change, if possible.

### **Section 5. Overtime**

- A. Except for emergencies, overtime will be offered to qualified employees on a voluntary basis. However, if the number of qualified volunteers is fewer than the number of workers needed and immediately available, overtime will be assigned in accordance with the rotation system based on seniority, using the Service Computation Date (SCD). In cases where employees do not want to work overtime, then management will assign overtime in accordance with the SCD in reverse order.
- B. Once volunteers are no longer available or when there are more volunteers than needed for the overtime, management will make every reasonable effort to distribute overtime on a fair and equitable basis among qualified employees as described in A. above. The Employer will schedule overtime based on an equitable rotation system among employees qualified to perform the work. Employees who fall below the established productivity standard for satisfactory performance for (30) thirty days or more will not be eligible for overtime. An employee will be restored to the rotation system after he/she satisfactorily meets productivity standards for a (30) thirty-day period.
- C. A record of overtime performed by bargaining unit positions will be maintained by the Employer on a current basis for the preceding twelve (12) months and shall record all overtime assignments on an hourly basis. Unit employees or the Union may review this record of overtime. Each opportunity to work overtime will be noted in the record.
- D. Bargaining unit employees may "swap" an overtime assignments with another willing and qualified employee provided it has been approved and cleared through their supervisor.

- E. Bargaining unit employees will be compensated for overtime work in accordance with controlling regulations and/or laws. Overtime must be officially ordered and approved by the supervisor prior to being performed by the employee.
- F. Bargaining unit employees called back to work on a work or non-work day will be compensated for a minimum of 2 hours of work time which (when it has been worked over and above the required hours) will be considered overtime work.
- G. Bargaining unit employees shall be authorized to work overtime in 15-minute increments. Overtime computation will be rounded off to the next higher increment of 15-minutes.

#### **Section 6. Compensatory Time:**

- A. Bargaining unit employees (if requested by the employee and approved by the supervisor) under overtime regulations may receive compensatory time earned in lieu of overtime pay.
- B. Compensatory time for exempt employees not used within six-months of being earned will be forfeited, unless the failure was due to exigency of the service beyond the employee's control.
- C. Compensatory time must be requested by the employee and approved by the supervisor in advance of the time it is used.

#### **Section 7. Telecommuting**

- A. Telecommuting, also referred to as Flexible Workplace and Telework, allows employees to work away from the principal office (e.g., home). It is designed to benefit the employee and the organization by meeting employee needs as well as management's organizational and operational requirements. The Bureau will consider the use of Telecommuting for bargaining unit employees; however it is not an employee entitlement.
- B. There are situations in which the program may be appropriate. Such situations include where it is necessary to help employee complete special projects, where employees can demonstrate improved or enhanced productivity, situations where employees are allowed to work at home for longer periods to accommodate recovery from illness or injury or, for the purpose of reasonable accommodation.
- C. The employer agrees to allow, upon request, employees to participate in the flexible workplace and telework program to the maximum extent possible, subject to DOI policy, Personnel Bulletin Number 05-02, Telework Policy, dated 2/18/2005, and in instances where there is no adverse impact to the agency.

## **ARTICLE 25 – LEAVE**

### **Section 1. General**

The employer affirms that it is in the interest of efficient operations to be able to plan ahead to accommodate the leave request of employees consistent with the needs of the Employer. Employees may charge their leave in increments of 15 minutes. Individual supervisors may excuse employees up to 59 minutes with no charge to leave on a case-by-case basis.

### **Section 2. Annual Leave**

- A. It is agreed that the employees are entitled to use their accrued annual leave. It is understood that employees will seek leave approval through their supervisors.
- B. Except in emergencies, an employee must obtain prior approval from the immediate supervisor (or designee) before using annual leave as far in advance of its proposed start as practical. An employee may seek approval of leave through the use of a SF-71 or by e-mail.
- C. A supervisor may require employees under his/her direction to indicate annually their plans or tentative plans for vacation or other annual leave use of one week or more.
- D. Conflicts between annual leave requests for bargaining unit employee vacations which are submitted in accordance with paragraph C of this section or at that are received by the supervisor at the same time, will be resolved in favor of the requester with the most seniority by Service Computation Date (SCD) if not resolved informally. If both persons have the same SCD, then the one with the most accrued leave will get the requested leave.
- E. Consistent with the needs of the employee and the Employer, Management will give favorable consideration to requests for annual leave on the day preceding and following a holiday (e.g., Thanksgiving).

### **Section 3. Administrative Absences**

- A. When the appropriate authority has determined that there is a need for early dismissal of non-essential Federal employees, employees in a duty status will be given administrative absence based on the language of the order. This includes bargaining unit employees who are telecommuting, who are at the duty site, or who are scheduled to work at the duty site but have not arrived for duty by the time the dismissal is implemented.
- B. If the dismissal is based on an Executive Order that declares a regular work day as a formal holiday, all employees (including those who are on annual or sick leave) will be considered dismissed for the holiday without charge to leave.
- C. During hazardous weather conditions when there is no closure or when there are major disruptions in public transportation which prevents the unit employee from reporting to work at an expected arrival time, the employee will contact the appropriate leave-approving official as soon as possible but not later than two (2) hours after his/her scheduled reporting time. In unusual and unexpected circumstances supervisors may temporarily adjust the employee's work schedule or may excuse tardiness on a case-by-case basis.

#### Section 4. Sick Leave

- A. Employees shall accrue sick leave in accordance with applicable statutes and regulations.
- B. Accrued sick leave may be used for a personal illness that prevents the employee coming to work or to attend to a relative who is seriously ill in accordance with the provisions of the Family Friendly Leave Act.
- C. Subject to current law and regulations, an employee seriously injured or ill may request advanced sick leave, not to exceed 30 days or the number of days that will be accrued before the end of the leave year. Such a request must be accompanied by appropriate medical documentation.
- D. When the use of sick leave can be scheduled in advance, e.g., for routine medical or dental appointments, the employee will do so. When advance scheduling of sick leave is not possible, the employee will contact the appropriate leave-approving official within two (2) hours after his/her scheduled reporting time, except in the event of an emergency. When the employee is aware that the absence will extend for more than one day, he/she may advise the leave-approving official at the time of contact and request sick leave for more than one day. If the employee does not anticipate such additional absence and does not receive approval in advance, he/she must contact the leave-approving official within two (2) hours after his/her scheduled reporting time on each day of such additional absence and the representative is unable to contact the leave-approving official he/she will leave a phone number where they can be called by the supervisor to confirm their request. If the leave-approving official or designee is not contacted during the two (2) hour time frame Section 7 (Unauthorized Absences) of this Article will apply.
- E. If Management possesses sufficient facts to reasonably believe that an employee is abusing sick leave, Management can require medical certificates for the disputed period and for subsequent sick leave requests.
- F. Management may also require medical certification for absences of more than three consecutive days of absence. Supervisors should be aware of the fact that requiring medical certification for absences after three consecutive days may result in employees incurring costs to see a doctor.
- G. If an employee has been placed on official leave use restriction, leave use restriction letters will be for no more than six (6) consecutive months for the first instance of restriction. The supervisor will document the employee's use of leave during the leave restriction period. If the information shows that there has been no abuse of sick leave usage for the restricted period, the supervisor will remove the restriction. If the employee's behavior has not changed the supervisor may extend the restriction for three (3) more months or take other appropriate action. The Parties agree that they will actively encourage employees to use sick leave in a responsible manner by avoiding unnecessary unplanned absences that may result in increased costs and loss of productivity. Subsequent instances of leave restriction requirements will be in place for a longer period subject to the discretion of the supervisor and the time that has elapsed since the initial restriction was imposed.

## **Section 5. Leave for Maternity/Paternity Reasons**

Leave for Maternity/Paternity reasons will be granted in accordance with the requirements of the Family Friendly Leave Act or the Family Medical Leave Act, whichever is appropriate to the employee's request and medical circumstances.

## **Section 6. Approved Absences**

- A. **Blood Donations:** At agency discretion employees who donate blood during duty time may be given excused absence for the purpose of donating the blood. A period of excused absence may be used to recover from the donation. The total excused absence may not exceed four (4) hours.
- B. **Conferences, Conventions, and Professional Meetings:** Employees may be excused without charge to leave to attend conferences, conventions, or professional meetings if the subject matter is related to the general scope of the functions they are performing and benefit is expected to be derived by BLM and attendance meets Ethics requirements.

## **Section 7. Unauthorized Absence**

An employee who fails to report for duty and has not received supervisory approval for leave will be carried on absence without leave (AWOL) for time keeping purposes. The use of AWOL in and of itself will not be considered a disciplinary action, but could lead to disciplinary action being taken. If an employee can provide reasonable cause for his or her absence without prior approval, the supervisor will consider retroactively approval of leave within the requested category.

## **Section 8. Leave Without Pay (LWOP)**

- A. Requests for LWOP under the Family Medical Leave Act will be processed in accordance with procedures outlined for such requests.
- B. Approval of other LWOP is a matter of Management discretion. LWOP should not be approved unless there is a reasonable expectation that the employee will return to duty at the end of the approved period.
- C. LWOP is a temporary non-pay status and absence from duty, which must be requested by the employee.
- D. Requests for LWOP for more than one (1) work day must be accompanied by a written reason from the employee.

## **Section 9. Voluntary Leave Transfer Program**

- A. This program is designed to allow employees to voluntarily donate their unused annual leave to another employee who needs such leave because of a medical emergency and will suffer financial hardship without such donations. The program will be administered in accordance with applicable regulations.
- B. Requests for participation as a recipient will be accompanied by appropriate medical documentation.
- C. No individual will be coerced into donating leave for the program.

## **ARTICLE 26 – TRAVEL**

### **Section 1. Travel Compensation**

Management shall, to the maximum extent practicable, schedule administratively controllable travel to occur within each employee's standard daily and weekly working hours. Travel required by events that cannot be scheduled during the employee's regular work week will be compensated in accordance with 5 USC 5550(b) (Compensatory Time for Travel) or the applicable compensation regulations (such as 5CFR551.422).

### **Section 2. Payment for Travel Expenses**

Employees who perform official travel for the Employer shall be reimbursed for all authorized expenses at the standard rate allowed by law and Government-wide regulations.

### **Section 3. Continuation of Travel Status**

In the event an employee on official travel is unable to arrive at the assigned destination or return to home or office during regular duty hours due to unsafe traveling conditions, the employee will contact their supervisor as soon as possible to discuss the situation. If contact can't be made, the traveler will leave a message and a telephone number where they can be reached. If approved by the supervisor the employee can be authorized to continue in travel status until arrival at the destination. These circumstances must be consistent with travel and other relevant regulations.

### **Section 4. Travel Advances**

Travel advances are not authorized in the BLM except through use of travel charge card. In instances where a travel charge card is not available, the procedures found in BLM Manual 1512, Charge Cards and Convenience Checks for Travel, Purchase, Fleet and Uniforms, will be applied.

### **Section 5. Time Limit for Claims**

If a bargaining unit employee fails to receive his/her re-imbusement for travel expenses in a timely manner, BLM will research the situation and assist the employee in resolving the issue.

### **Section 6. Rate of Mileage Expenses**

Reimbursement for use of privately owned vehicles (POV) shall be calculated by mileage at the rate set by law and Government-wide regulation.

### **Section 7. Locking Devices**

To ensure the safety of employees and property, the Employer shall ensure that all Government vehicles used by bargaining unit employees are equipped with locking devices.

### **Section 8. Return to Duty Station**

Employees on official travel may return to their official station or place of residence whichever is appropriate, when they have completed their assignments. If the employee is in possession of a government vehicle they must return it to their official duty station unless official permission is given to do otherwise.

### **Section 9. Rotation**

The Employer will consider requests from employees who have worked in any continuous travel job for three (3) years, to rotate for one (1) year to a position not requiring travel.

### **Section 10. Government-Issued Travel Charge Cards**

- A. Bargaining unit employees will use the Government-issued travel charge card for the purpose of traveling on official business unless charge card privileges have been withdrawn.
- B. In accepting the Government-issued travel charge card, the employee is agreeing to be bound by the terms and conditions of the Government travel charge card contract.
- C. When a bargaining unit employee uses a Government-issued travel charge card, the following procedures will apply:
  - 1. The use of the Government-issued travel charge card is limited to expenses incurred in connection with officially authorized Government travel.
  - 2. The employee will submit travel vouchers within five (5) workdays after completion of the trip to their supervisor. Failure to submit the voucher within 5 days will keep the employee from getting a timely re-imbusement

### **Section 11. Use of Privately Owned Vehicles/Government Vehicles**

Every effort will be made to assure that bargaining unit employees are not required to use privately owned vehicles (POV) for Government business. Whenever available, appropriate, and approved, employees may use Government vehicles for official business.

### **Section 12. Travel on Labor Relations**

For travel on official time at the Union's expense, the employer agrees to provide a written authorization that will serve the purpose of travel orders provided that the Union representative follows procedures established by the employer for requesting such travel.

## **ARTICLE 27 – TRANSPORTATION**

### **Section 1. Transit Fare Subsidy Program**

Employees may receive transit fare subsidies in accordance with the Department of Interior Guidelines for Participation in the Transportation Fringe Benefit Program. Any changes in the current program, including changes in the amount of the subsidy, are subject to bargaining by the Parties if such changes impact bargaining unit employees.

## **Section 2. Transportation Benefits**

- A. In accordance with the Transportation Equity Act for the 21<sup>st</sup> Century, BLM will provide qualified transportation fringe benefits instead of compensation. This fringe benefit is provided to qualified commuters, at no cost, by giving a monthly pre-tax payroll deduction to support and encourage the use of mass transportation systems. The monthly transportation fringe benefit deduction may not exceed an employee's average monthly commuting cost, using mass transit or an eligible vanpool, based on a 20-workday month.
- B. This benefit is only available to employees who use public transportation (bus or rail) for commuting to and from work, or who commute in a commuter hi-way vehicle. A commuter hi-way vehicle is defined as a vehicle that carries at least six passengers (aside from the driver) and is at least 80% dedicated to the transport of employees to and from work.

## **ARTICLE 28 – COMPETITIVE SOURCING**

### **Section 1. OMB Circular A-76**

- A. Prior to implementation of any decision to outsource work, which would require a competitive sourcing study and would impact bargaining unit employees, the Employer agrees to notify the Union.
- B. Any impact on bargaining unit Employees will be carried out in accordance with the most current OMB Circular No. A-76.
- C. Appeals of outsourcing determination that impact bargaining unit positions will be processed in accordance with OMB Circular A-76 procedures.

### **Section 2. Statement to the Union**

A Union representative will be considered a member of any Performance Work Statement (PWS) team for work performed by bargaining unit employees and as such will be privy to any information available to other PWS team members.

### **Section 3. Union Briefing**

- A. Prior to the public announcement of a streamlined or standard competition under OMB Circular A-76, the Local's President will be briefed on the procedures followed in the competition process. The following information will be provided at the briefing:
  - The type of competition (streamlined or standard),
  - The specific functions, locations, and names of affected bargaining unit employees,
  - Whether a Most Efficient Organization (MEO) will be developed, or the "as is" organization will be competed,
  - The schedule for the competition, and
  - The names of the designated agency competition officials.
- B. Buyouts and Early Outs will be implemented in accordance with Department of Interior policy, and will be requested to the maximum extent possible. If Buy Outs or Early Outs are approved, Procedures and Appropriate Arrangements will be afforded.



- C. Employee Separation Date -- In determining the date by which an employee must be off the agency's rolls, in addition to considering the date the function will begin to be performed by contract, management will also take into consideration the days of that month when the employee can retire with an immediate annuity. In addition, if there is a continuing need for the employee's services, management will consider an employee's request to remain on the agency's rolls until the employee reaches initial eligibility for retirement during the remainder of the Fiscal Year.
- D. Right of First Refusal --
1. The Parties agree that Federal employees who are adversely affected by a decision to perform a function by contract have the Right-of-First Refusal as defined by the current Federal Acquisition Regulations, for jobs for which they are qualified that are created by the award of the contract. The Parties also agree that potential contractors must be notified of the right in competition solicitations.
  2. All activities associated with Competitive Sourcing will follow the FAIR Inventory, the FAR, A-76, and any other currently applicable regulations.

## **ARTICLE 29 - REDUCTION-IN-FORCE, REORGANIZATION, TRANSFER OF FUNCTION, JOB ABOLISHMENT, AND TECHNOLOGICAL CHANGE**

### **Section 1. Applicability**

- A. The provisions of this Article constitute the arrangements that Management officials will observe (as they relate to bargaining unit employees) in exercising the authority to:
- Conduct a RIF involving bargaining unit employees
  - Reorganize if the reorganization results in a RIF of bargaining unit employees,
  - Effect a Transfer of Function (TOF) of bargaining unit employees,
  - Abolish a position which in turn causes a RIF of a bargaining unit employee, or
  - Introduce a technological change which results in loss of pay for any member of the unit; and the appropriate arrangements for members of the bargaining unit who are adversely affected by such Management decision(s).
- B. The activities covered in this Article shall be accomplished in accordance with applicable laws, rules, regulations, and this Agreement.

### **Section 2. Information to the Union**

If a decision is made on any of the actions specified in Section 1, Management will provide to the Union information concerning which positions are to be abolished. This information will include the position, title, series, grade, organizational location, geographic location, the name of the incumbent (if any), and the proposed effective date. Management will provide information to the extent that its disclosure is not prohibited by law and to the extent that it is normally maintained in the regular course of business and is reasonably available and necessary for full and proper discussion and understanding of the action being effected. Upon notice of a RIF, the Union will be limited to negotiating only those appropriate arrangements in accordance with 5USC 7106(b)(3) and not already covered by the provisions of this Article.

### **Section 3. Retention Registers**

Before implementing any of the actions specified in Section 1 of this Article, which requires the application of RIF procedures, Management will make current its retention registers. Upon request from the Union, Management will provide the Union with a copy of the updated retention register under the specifications addressed in Article 4, Section 5.

### **Section 4. First Consideration of Surplus Employees**

- A. "Surplus employee" is defined in Section 330.604 of Title 5 of the Code of Federal Regulations.
- B. Employees in positions the Employer has identified as surplus, will be given consideration to the "maximum extent possible" before other sources are considered, for reassignment to vacant positions within the competitive area. At the employee's request, consideration may be given to other vacant positions within the region. Upon written request from the Union, a written reason will be provided for non-selection for another bargaining position.
- C. If Management determines that an employee who has been released from a competitive level has the capacity, adaptability, and skills required by a position and can do the work of the position without undue disruption to the program and can be quickly trained, Management will temporarily waive qualification requirements to make the employee eligible to fill a vacant position. However, qualification requirements cannot be waived for positions that have positive educational requirements.

### **Section 5. Placement of Affected Employees**

- A. If Management determines that it is necessary to implement RIF procedures for bargaining unit positions, Management, upon request, will provide the Union with any existing list of forecasted bargaining unit positions it intends (to the extent known) to fill within the competitive area during the next 6 months.
- B. Management will make a maximum effort to place adversely affected bargaining unit employees in positions for which they qualify. This includes, but is not limited to, filling positions at lower grade levels. Upon request, Management will counsel affected bargaining unit employees as to what types of training would be necessary or useful to qualify for vacant positions. The Employer, to the extent permitted by Government-wide regulation and available training funds, will evaluate the need to provide training for employees adversely affected by a Management decision.
- C. Management will meet or communicate individually with bargaining unit employees eligible for optional or discontinued service retirement to explain benefits.
- D. Bargaining unit employees designated for separation under RIF will receive assistance in being placed on the Reemployment Priority List and in the Displaced Employees Program.

### **Section 6. Minimize Hardship**

Management will make a reasonable effort to minimize hardship on bargaining unit employees who are adversely affected by a management decision.

- A. Management will actively pursue placement in other Federal agencies, and state and local government.
- B. Management will meet or communicate individually with employees eligible for optional or discontinued service retirement to explain benefits.
- C. Employees designated for separation under RIF will receive assistance in being placed on the Reemployment Priority List and in the Displaced Employees Program.
- D. Management will make every effort to pursue all available avenues to alleviate hardship.

#### **Section 7. Notification to the Union**

Prior to issuing RIF notices to employees, notification will be made to the Union.

#### **Section 8. Competitive Areas and Levels**

- A. Competitive areas are established in each BLM area. If the Employer initiates a change in the competitive area that impacts bargaining unit employees, the Union will be notified in accordance with the Statute.
- B. Within each competitive area the competitive levels must be established consisting of all positions in a competitive area that are sufficiently alike in qualification requirements. Those qualifications will consist of the experience, training, skills, and aptitude required for accomplishment of the duties described in the official position description.

#### **Section 9. Notice to Employees**

- A. Employees adversely affected by the provisions of this Article may only be released from their competitive level through the application of reduction-in-force regulations and procedures. Employees adversely affected by the provisions of this article will receive notification in accordance with DOI and BLM guidelines as appropriate.

#### **Section 10. Relocation Expenses**

Employees who are relocated by Management as a result of actions covered by this Article will receive relocation expenses and other benefits as allowed by law and regulation.

### **ARTICLE 30 - FURLOUGHS OF THIRTY DAYS OR LESS**

#### **Section 1. Purpose**

- A. This Article sets forth arrangements which will be followed if the Employer determines it is necessary to furlough bargaining unit employees for 30 days or less due to a lack of work, funds, or operating authority. These procedures will be carried out in accordance with law and Government-wide regulations.
- B. The procedures to be followed for furloughs of more than 30 days are those contained in Article 29 on Reduction-in-Force.

## **Section 2. Notification to the Union**

- A. Except in cases of emergency furlough where there is insufficient time to provide advance notice, before Management furloughs bargaining unit employees, the Union will be provided in writing:
  - 1. The organizational segment(s) affected by the furlough,
  - 2. The estimated number of employees to be furloughed.
- B. In the event of emergency furlough, Management will advise the Union by electronic mail.

## **Section 3. Volunteers**

When it is necessary to furlough some but not all employees in an organizational segment, Management will first solicit volunteers from non-essential personnel at the affected work site. Bargaining unit employees may either make known their willingness to accept a furlough or they may submit a voluntary request for leave without pay (LWOP). If a sufficient number of volunteers do not come forth, then Management will select bargaining unit employees for furlough in accordance with Department and regulatory procedures.

## **Section 4. Scheduling Furlough Days**

When the Employer has made a decision to furlough employees for a specified number of days during a specified period of time, bargaining unit employees will be provided an opportunity to submit a schedule identifying their preferences in accomplishing the necessary number of days off. These requested schedules would be considered along with workload and staffing requirements.

## **Section 5. Notice to Employees**

Written notice will be provided to employees being furloughed in accordance with DOI, OPM and regulatory procedures.

## **Section 6. Effect of Lapse of Appropriations on Approved Leave**

- A. When a bargaining unit employee is designated to go into furlough status, any annual or sick leave that has been approved is canceled.
- B. Canceled or interrupted annual or sick leave is not forfeited. If a bargaining unit employee's leave has been cancelled because of the furlough and the employee is unable to use their accrued annual leave that would otherwise be subject to forfeiture at the end of the leave year, the bargaining unit employee's leave will be eligible for leave restoration.

## **Section 7. Employee Compensation During Lapse of Appropriation**

- A. Bargaining unit employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.

- B. Bargaining unit employees who are furloughed because of lapse of appropriations will be compensated in accordance with law and regulation.

### **Section 8. Benefits**

Health Benefits continue for 365 days in a non-pay status at normal cost to the employee, Life Insurance continues for 12 months without cost.

## **ARTICLE 31 – DISCIPLINE**

### **Section 1. Coverage, Definition and Policy**

The expected behavior of BLM employees is set forth in the Standards of Conduct and Department and BLM policy as well as accepted standards of behavior. It is agreed that discipline will be accomplished in accordance with 5USC, 5CFR, DOI, and BLM policy.

### **Section 2. Actions not Covered by this Article**

The provisions of this Article do not apply to:

- A. A suspension or removal under Section 5 U.S.C. 7532 (National Security),
- B. A reduction in grade or removal under 5 U.S.C. 4303 (performance),
- C. Actions initiated under 5 U.S.C. 1206 (Special Counsel-MSPB),
- D. Action taken under circumstances in which there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed (5 U.S.C. 7513 (b)(1)), and
- E. The termination of probationary/trial period employees and other separation actions such as "Termination, Expiration of Appointment" and "Termination, Lack of Funds."

### **Section 3. Progressive Discipline and Application of the BLM Discipline Guide**

- A. Normally, the management officials most familiar with the circumstances of the case (often the employee's first line supervisor) and agency policy are in the best position to decide the appropriate penalty for a particular charge although it is essential to confer with an employee relations specialist from the Personnel Office at this stage. In making its selection of an appropriate penalty, management should exercise responsible judgment, to ensure that the penalty is proportional to the offense.
- B. A number of factors are relevant for the Employer's consideration in determining the appropriateness of a penalty. All of the 12 factors do not have to be considered in making a determination. Some of the factors may weigh in the employee's favor, while others may not or may even constitute aggravating circumstances. Selection of an appropriate penalty involves a responsible balancing of the relevant factors in the individual cases. Those recognized as relevant include the following:
  - 1. The nature and seriousness of the offense and its relation to the employee's position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
  - 2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position;

3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties;
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. Consistency of the penalty with any applicable Bureau Guide of penalties;
8. The notoriety of the offense or its impact upon the reputation of the Agency;
9. The clarity with which the employee was put on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. Potential for the employee's rehabilitation, does the employee accept responsibility, did the employee take subsequent measures to correct the conduct, or assure the supervisor that the conduct will not be repeated;
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

#### **Section 4. Privacy of Corrective Discussion**

Discussions with employees regarding conduct or corrective measures should be conducted in private so as to avoid personal embarrassment of the affected employee.

#### **Section 5. Representational Rights**

Employees will be advised in writing of their representational rights upon notification of a proposed disciplinary action as defined in this Article.

#### **Section 6. Time Limits**

Disciplinary action must be timely. Timely does not mean that disciplinary action should be taken in haste. Timely means that the action must be taken within a reasonable time after management becomes aware of the matter.

#### **Section 7. Procedures**

It is the Employer's policy that an official reprimand will remain in the OPF for two (2) years. The reprimand may be removed at any time prior to the end of the two years, if the supervisor believes that the employee has corrected his/her behavior.

#### **Section 8. Procedures**

Suspensions, Reduction in Grade or Pay, and Removals will be done in accordance with the procedures outlined in 5 CFR 752

- A. Reprimands and Suspensions of Fourteen Days or Less - A reasonable time, but not more than five (5) business days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer to a proposed disciplinary action. The final decision will be rendered as soon as possible after the response is received or response period has expired.
- B. Removals, Suspensions of More Than Fourteen Days, Reductions of Grade and Pay (without retention), and Demotion - A reasonable time, but not more than ten (10) business days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer to proposed adverse actions. The final decision letter will be effected no earlier than thirty (30) days after receipt of the employee's/Union's oral or written reply.

### **Section 9. Documentation**

- A. When proposal notice is issued, the employee will be given the opportunity to review the material relied upon by the Employer that forms a basis for the reasons and specifications of the action. If the action is based on an investigative report, those portions of the report, including exculpatory material, that are incorporated in the disciplinary file as they relate to the charge(s) will be made available to the employee/Union representative. This information will be given at the same time the proposed action is issued to the employee.
- B. The text of the proposal notice will contain a statement of the employee's representational rights. The text of the final decision will contain a statement of the employee's representational and grievance rights and of the MSPB appeal rights, if applicable.

### **Section 10. Harmful Error**

In accordance with 5 U.S.C. 7701(c)(2), an otherwise valid disciplinary action may only be overturned for procedural error if the employee shows that the error caused harm or prejudice to his/her rights such that if the error had not been made, the Employer might have reached a different conclusion on the appropriate discipline to impose.

## **ARTICLE 32 – GRIEVANCE PROCEDURE**

### **Section 1. Purpose**

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable resolution of grievances for bargaining unit employees.

### **Section 2. Definition**

- A. Grievance means any complaint:
  - 1. By any bargaining unit employee(s) concerning any matter relating to the condition of the employment of the employee;
  - 2. By the Union concerning any matter relating to the condition of employment of any bargaining unit employee regarding:
    - a) The effect or interpretation, or a claim of breach of this Agreement; or

- b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- B. If any due date established by this Article falls on a Saturday, Sunday or holiday, the next official workday will be considered the due date.

### **Section 3. Available Procedure**

This article contains the only procedures available to bargaining unit employees for the processing and disposition of grievances as defined in Section 2 of this Article except, employees may choose the appropriate statutory appeal procedure to address complaints concerning matters for which a statutory choice of procedure exists. If a bargaining unit employee formally elects an available alternative procedure, they will no longer be able to pursue the same matter under the negotiated grievance procedure. Complaints of discrimination under 5 USC 2302(b)(1)(A), (B), (C), and (D) can only be processed under the EEO complaint procedure. However, this exclusion does not apply to an allegation of discrimination as an affirmative defense in connection with a grievance over suspension, removal, demotion, or denial of a within grade increase.

### **Section 4. Representation**

A grieving employee will have the right to be represented by a Union official at each step of the grievance procedure or to represent himself/herself. The AFGE Local President is the exclusive representative available to the employee. In the event the employee chooses not to have a Union official as his/her representative, a Union official will have the right to attend any formal discussions that are a part of the grievance proceedings.

### **Section 5. Matters Excluded from the Grievance Procedure**

This grievance procedure does not apply to the following:

- A. An alleged violation relating to prohibited political activities;
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal for national security purpose;
- D. An examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction in grade or pay of any employee;
- F. Separation of a probationary or trial period employee;
- G. Issues of discrimination under 5USC 2302(b)1.A-D based on race, color, religion, sex, age, national origin, handicapping conditions;
- H. Issues of discrimination based on marital status or political affiliation;
- I. The content of qualification standards or critical elements and performance standards. However, the application of critical elements and performance standards is grievable.
- J. Initial proposals to take any disciplinary or performance action when the action itself is grievable or appealable, and the employee has a right to respond to the deciding official and the right to request Union representation when based on the merits of the case;
- K. Termination due to expiration of appointment or lack of funds.



## **Section 6. Requirements for All Grievances**

All grievances filed under this Agreement must include the following.

- A. The issue or occurrence that gives rise to the grievance.
- B. If appropriate, the provision(s) of law, regulation, or this Agreement, which allegedly has been misinterpreted, misapplied, or violated.
- C. Any relevant evidence or information.
- D. The remedy sought.
- E. Whether a meeting is requested, if applicable.

## **Section 7. Informal Resolution**

The Parties recognize that most grievances arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Management and the aggrieved Party(s) to settle grievances at the lowest possible level. Therefore employees/Union representatives are encouraged to discuss the matter with the immediate supervisor prior to committing the grievance to writing. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Neither shall it reflect upon the professionalism or performance of the supervisory or Management officials.

## **Section 8. STANDARD EMPLOYEE GRIEVANCE**

### **A. PROCEDURE**

#### **STEP 1**

A written grievance must be presented to the immediate supervisor or the appropriate party within thirty (30) days of the incident that gave rise to the grievance, or within thirty (30) days after the aggrieved employee becomes aware or should have reasonably become aware of the matter out of which the grievance arises.

Meeting - If a meeting is requested, it will be held within seven (7) days of receipt of the written grievance or as soon as practicable after return to the duty station, prior to the deciding official's rendering a decision.

The immediate supervisor or appropriate Management official will respond in writing within ten (10) days of receipt of the written grievance or within seven (7) days of the date of the meeting whichever comes later.

#### **STEP 2**

1. This step consists of an appeal of a decision in Step 1. Step 2 must be submitted in writing to the Employee Relations Specialist or in their absence the Employee/Labor Relations & Employee Development Group Administrator for referral to the appropriate Management Official within ten (10) days of receipt of the Step 1 response or within seven (7) days of the end of the supervisor's response period.
2. If a meeting is requested, it must be held within seven (7) days of receipt of the appeal or as soon as practicable after the date of return to the duty station, prior to the due date of management's response.

3. The Management official will respond in writing within twelve (12) days of receipt of the appeal or within nine (9) days of the meeting whichever is later. (Extensions to the time limits of step 1 and 2 of the grievance process may be made if agreed to mutually.)

#### **Section 9. EXPEDITED EMPLOYEE GRIEVANCE**

- A. Application - This procedure is available for application to grievances over suspensions, reductions in grade or pay, AWOL's resulting in loss of pay, removals, and actions resulting from a RIF or Transfer of Function.
- B. GRIEVANCE PROCEDURE
  1. The grievance must be filed in writing within ten (10) days of receipt of the letter or decision imposing discipline. (This will be considered a Step 2 grievance.) The grievance must state whether or not a meeting is requested and must contain all of the elements identified in Section 6.
  2. The grievance must be filed with an Employee Relations Specialist or in their absence the Employee/Labor Relations & Employee Development Group Administrator for referral to the appropriate Management Official.
  3. If a meeting is requested, it must be held within five (5) days of receipt of the grievance, unless mutually agreed otherwise.
  4. The Management Official will respond in writing within seven (7) days of receipt of the grievance or within five (5) days of receipt if there is no meeting.
  5. If the remedy requested is not granted or management fails to respond in a timely manner, the Local Union President may invoke Arbitration within seven (7) days of receipt of the decision.
  6. In the event that any due date falls on a weekend or holiday, the next regular workday will be the due date.

#### **Section 10. Group Grievances and Institutional Grievances**

Group and Institutional grievances will follow the time lines and procedures outlined in Section 8, except:

- A. If more than one grievance is filed regarding the same matter (by different bargaining unit employees) the grievances will be combined.
- B. Institutional Grievances will follow the criteria found in Section 6. of this Article.

#### **Section 11. Miscellaneous**

- A. Time limits may be extended on a case-by-case basis by mutual agreement. A party requesting an extension must submit the request in writing to the other party stating the reason for the request. The party receiving the request shall respond in writing either granting or denying the request. Requests for an extension on a grievance filed under expedited procedures should be requested rarely and be reserved for situations that can not be accommodated otherwise.
- B. Both parties may mutually agree on a case-by-case basis to waive Step 1 of the standard grievance procedure.
- C. The Parties agree to make a good faith effort to meet all time limits. Failure by the Grievant to meet time limits or to request and receive an extension of time shall

automatically cancel the grievance, unless an arbitrator rules differently or unless mutually agreed otherwise by the Parties. Failure of the responding official to meet time limits or to request and receive an extension of time, shall entitle the Grievant to process the grievance to the next step.

### **Section 12. Mediation and Arbitration**

- A. If satisfactory resolution is not reached at Step 2, the parties will proceed to mediation, unless both parties do not mutually agree. Federal Mediation Conciliation Services (FMCS) mediation will be used. The Union or management will request the immediate services of a mediator from the FMCS. The mediator will meet with the parties at the earliest possible date and attempt to resolve the grievance through voluntary methods.
- B. If this procedure is unsuccessful after one meeting and the Union and Management are still dissatisfied, the Union or Management may request arbitration in writing and submit the request to the other party within thirty (30) days from the date of the meeting with the mediator. The procedures to request Arbitration are detailed in Article 33.

### **Section 13. Union and Employee Rights on appeal of Adverse Actions**

- A. If the employee elects the negotiated grievance procedure the Union shall appoint the representative, unless the employee chooses to represent himself/herself.
- B. The rights of the Union under this Agreement shall not be construed to preclude an employee from electing the appellate procedures established by law. If the employee elects to pursue such procedures they may also choose to be represented by an attorney or other representative of choice. However, the employee will be responsible for arrangements and costs associated with such an appeal.

## **ARTICLE 33 – ARBITRATION**

### **Section 1. Procedure for Invoking Arbitration**

- A. Only the Union or the Employer may invoke arbitration on grievances filed under Article 32 of this Agreement.
- B. To invoke arbitration, the Union Local President must notify an appropriate Employee Relations Specialist or in their absence, the Employee/Labor Relations & Employee Development Group Administrator, in writing that the Union is invoking arbitration including a statement (or statements) as to the issue for arbitration. The notice may be served on the Party using any one of the following methods:
  - 1. Certified Mail – Notice sent by certified mail, return receipt requested, must be received by the thirtieth (30<sup>th</sup>) day after management issues its final decision on the grievance.
  - 2. Hand Delivery – Notice delivered by hand must be delivered to the Employee Relations Specialist or in their absence the Human Resource Officer no later than close of business on the thirtieth (30<sup>th</sup>) day after Management issues its final decision on the grievance.
  - 3. Electronic Mail – Notice sent by electronic mail (e-mail) must be sent by midnight Mountain Time (MT) on the thirtieth (30<sup>th</sup>) day after management issues

its final decision on the grievance. A courtesy copy of the electronic notice must also be sent to the Human Resource Officer.

- C. When invoking arbitration, the Union will provide a proposed list of witnesses that the Union anticipates calling at the arbitration hearing. This list is to assist with determining witnesses' availability for potential hearing dates. The Union will provide a final witness list in accordance with Section 8 of this Article.

### **Section 2. Establishment of a Panel of Arbitrators**

- A. The permanent panel will be established when the first occasion arises that requires arbitration. The Parties agree to establish a permanent panel of four (4) arbitrators. The Parties will request a list from the FMCS or AAA, a list of seven (7) arbitrators who have federal sector background experience. The parties shall meet within ten (10) days after receipt of such lists. If the Parties cannot mutually agree on four (4) arbitrators for the permanent panel, then the Parties will flip a coin and determine who shall select the first arbitrator. The next arbitrator will be selected by the other party. The remaining arbitrators will be selected in such rotation order. After the panel has been selected, the arbitrators will be placed on the list in alphabetical order, and they will be utilized in alphabetical order. If there is a fee for the request of arbitrators, the parties will split said fee 50% to 50%.
- B. Once a standard panel has been established, the Parties agree that no arbitrator shall be removed from the panel, other than by mutual agreement of the Parties for the duration of the collective bargaining agreement.
- C. If a panel has not been established at the time of a grievance that is scheduled for arbitration after it has been invoked, the matter will be held in abeyance until such time that the procedures for establishment of the arbitrator list takes place.

### **Section 3. Scheduling Arbitrators for a Hearing**

- A. For expedited cases, arbitrators must agree to schedule the case within thirty (30) days from the date contacted.
- B. On standard grievances, the arbitrators must agree to schedule to hear the case within ninety (90) days after being contacted.
- C. In both expedited and/or standard grievances, the Parties agree to accept the arbitrator's dates if they are within the contractual timeframe. However, if both Parties are unable to arbitrate on the date provided by the arbitrator, the arbitrator may provide other dates beyond the timeframe. In such cases, the arbitrator will not be removed from the case.
- D. If an arbitrator who is scheduled to hear a case in rotation order does not have dates available within the contract timeframe, the next arbitrator on the list may be used.
- E. The Parties should cooperate and communicate in order to schedule the arbitration hearing and to ensure that the timeframes established within this Article are followed to the maximum extent practicable.

### **Section 4. Arbitrability**

- A. Notification -- A Party raising the issue of arbitrability of a grievance must notify the other Party not less than five (5) workdays before the arbitration hearing including

whether the Party intends to have a separate arbitrability hearing. The notification must state specifically what the arbitrability issue is.

- B. **Separate Arbitrability Hearing** - A Party raising the issue of arbitrability of a grievance may request a separate hearing be held to decide the arbitrability issue. However, regardless of whether a separate hearing is requested to hear the arbitrability issue, the Party raising the arbitrability issue will be responsible for the entire cost of the hearing.

## **Section 5. Arbitration Hearing**

### **A. Scheduling the Hearing**

1. The Party invoking arbitration shall bear the initial burden to pursue the issue to arbitration.
2. The arbitration hearing will be located at the BLM offices on the Denver Federal Center and the party invoking arbitration will make arrangements for a suitable location and a court reporter to transcribe the proceedings.
3. Arbitration hearings will be conducted during the regular day-shift work hours of the basic workweek. Overtime or compensatory time will not be used for arbitration.
4. Employee witnesses, who are otherwise on duty, will be excused from duty as necessary to participate in the arbitration proceedings without loss of pay, annual leave, or any other benefit. The employer is responsible for producing all witnesses under the Bureau's control for the arbitration hearing.
5. The grievant, the Union representative(s), and witnesses who are Bureau employees will be placed on official duty time for the proceeding, which includes a reasonable amount of preparation time.
6. If there is a dispute over who should participate in a hearing, the Arbitrator will make the final determination.

### **B. Fees and Expenses**

1. The arbitrator's fees and expenses will be shared equally by both parties, except for issues where arbitrability has been raised by either Party, in which case the Party raising the arbitrability issue will be responsible for the entire cost of the hearing.
2. The parties may mutually agree to have a verbatim transcript taken of the arbitration, and if so, both will equally share in the cost of the transcript.
3. If only one party wants a verbatim transcript, then that party may have one taken, paying the full cost involved.
4. In the case of mandatory transcripts (Adverse Actions and EEOC), the cost will be equally shared. In all cases, all Parties will be provided a copy of the transcript, regardless of who pays.
5. If a cancellation fee is incurred because of rescheduling, the canceling party shall be responsible for the full cost of such cancellation. If both parties agree to cancel and/or reschedule, fees will be split 50% to 50%.
6. Witnesses outside of the commuting area may be interviewed telephonically if approved by the arbitrator. If not approved by the arbitrator, NIRMC will be responsible for producing the witnesses (if under their control) at the Bureau's expense, including travel and transportation.

- C. Post-Hearing Briefs – Either Party may submit a post-hearing brief. The arbitrator will determine the date the briefs will be due.

#### **Section 6. Statement of Issue**

Not later than five (5) workdays before the arbitration hearing, the Parties shall communicate in an attempt to agree on a joint submission of the issue(s) for arbitration. If the Parties fail to agree on a joint submission, each Party will prepare a statement of what it believes the issue(s) to be. The arbitrator will have final authority to determine the issue(s) to be decided.

#### **Section 7. Document Exchange**

Not later than five (5) workdays before the arbitration hearing, the Parties shall exchange documents intended to be entered into evidence at the arbitration hearing, or state in writing which documents they intend to enter into evidence at the arbitration hearing. This will include any information (e.g., the issue(s) or provision(s) of law, regulations, or this Agreement) not contained in the final step of the grievance procedure. If the document is not provided to the other Party, it may not be entered into evidence at the arbitration hearing absent a showing of good cause as to why the documents were not provided (or identified) to the other Party. The Arbitrator shall determine if good cause exists.

#### **Section 8. Witnesses**

- A. The Parties will exchange a list of witnesses at least five (5) workdays before the hearing. If there is a dispute as to whether a proposed witness is relevant or reasonably available, the arbitrator shall decide the issue and the arbitrator's decision shall be final.
- B. Bureau employees that are scheduled to testify at the arbitration hearing will be made available for the hearing and remain in official pay status.
- C. Union representatives and BLM technical advisors will be released in accordance with Article 6, Official Time.

#### **Section 9. Authority of the Arbitrator**

- A. The Employer and the Union agree that the jurisdiction and authority of the arbitrator will be confined exclusively to the issue contained in the grievance. If the Parties are unable to mutually agree upon the statement of the issue(s) to be arbitrated, the matter will be determined by the arbitrator.
- B. If the Union has elected to file a grievance concerning actions based on unacceptable performance and adverse actions that would otherwise be appealable to the Merit Systems Protection Board, the arbitrator shall be governed by this agreement and Section 7701 of Title V, United States Code, as applicable.
- C. In evaluating adverse actions based on unsatisfactory performance, the arbitrator has no authority to mitigate the Employer's selected penalty.
- D. The arbitrator shall have no authority to add or to modify any terms of this Agreement.

## **Section 10. Arbitrator's Decision**

- A. Decision on the Record - When the Parties mutually agree to the facts at issue or that a matter is appropriate for a decision without a hearing, the Parties will jointly request that the arbitrator issue a decision on the written record. The Parties shall jointly submit data and other documentation to the arbitrator. The Parties may submit a written argument to the arbitrator.
- B. The Arbitrator will render a decision and remedy to the Employer and Union as quickly as possible; but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise.

## **Section 11. Expedited Arbitration**

- A. To invoke arbitration, the Local Union President must notify an appropriate Employee Relations Specialist and the Employee/Labor Relations & Employee Development Group Administrator in writing that they are invoking arbitration. The notice may be served on the Employee Relations Specialist using any one of the following methods:
  - 1. Certified Mail – Notice sent by certified mail, return receipt requested, must be received by the tenth (10<sup>th</sup>) day after Management issues its final decision on the grievance.
  - 2. Hand Delivery – Notice delivered by hand must be delivered to the Labor Relations Office no later than close of business on the tenth (10<sup>th</sup>) day after Management issues its final decision on the grievance.
  - 3. Electronic Mail – Notice sent by electronic mail (e-mail) must be sent by midnight, Mountain Time (MT) on the tenth (10<sup>th</sup>) day after Management issues its final decision on the grievance.
- B. A hearing will be scheduled to begin within thirty (30) days after the invocation of arbitration, unless mutually agreed otherwise.
- C. The arbitrator will issue a written decision as soon as possible, but not later than twenty (20) days following completion of the hearing or no later than twenty (20) days from receipt of the post-hearing briefs.

## **Section 12. Implementation of Arbitration Awards**

- A. Normally arbitration awards will be implemented within thirty (30) days of the decision or as the arbitrator directs. The arbitrator's decision shall be final and binding, unless it is timely appealed to a federal court or an exception is filed with the Federal Labor Relations Authority, whichever is appropriate.
- B. Any dispute over the application or interpretation of the arbitrator's remedy shall be returned to the arbitrator for settlement.

## **Section 13. Timeframes**

Any timeframes set forth in this Article may be extended by mutual agreement.

## **ARTICLE 34 - DUES WITHHOLDING**

### **Section 1. Eligibility**

Members of the Union, who are in the exclusive bargaining unit, may authorize payroll deductions of dues by voluntary allotments. This is done by executing the appropriate form (currently SF-1187, "Request for Payroll Deductions for Labor Organization Dues" and submitting it to the designated AFGE representative.

### **Section 2. Union Responsibility**

- A. The Union will undertake to inform members of the voluntary nature of dues withholding and of the conditions governing a member's cancellation of dues withholding.
- B. The Union agrees to inform Management of changes in the:
  - 1. Title and address of the Union officials responsible for certifying the amount of dues to be withheld on each employee's authorization form.
  - 2. Changes in dues amounts. Dues changes will be limited to twice a year. Assessment changes will be limited to twice a year.
- C. The Union will provide the Standard Form 1187, distribute it, and instruct employees in its use. The Union's designated representative at the worksite is responsible for certifying on each authorizing form the amount of dues to be withheld each pay period prior to forwarding the forms to the Servicing Human Resources office.  
The Union shall provide Standard Form 1188 "Cancellation of Payroll Deductions for Labor Organization Dues" (SF-1188), distribute it, and instruct members in the use.
- D. The local Union president will assure that all SF-1187s and SF-1188s are properly executed prior to their submission to the Servicing Human Resource Office.
- E. The local Union president is responsible for providing to BLM the information necessary for BLM to perform the distribution deduction of Union dues and will also be responsible for the accuracy of all data provided. This will include the fixed dollar amounts that are to be withheld from each dues paying member.

### **Section 3. Management Responsibility**

It is the responsibility of Management to:

- A. Ensure that a bargaining unit employee who is transferred, reassigned, etc., within the bargaining unit remains on dues withholding.
- B. Permit and process voluntary allotments (SF-1187) of dues in accordance with this Article and the Statute.  
Withhold employee dues on a bi-weekly basis.
- C. Forward Union dues disbursement requirements from the Union representative to Payroll operations.
- D. Process Standard Forms 1188 in accordance with the terms and conditions specified on Standard Form 1187 and this Agreement.



#### **Section 4. Effective Dates for Dues Withholding Actions**

- A. The Human Resource Office will request that dues are withheld during the first full pay period, following receipt of a properly executed SF-1187.
- B. Upon receipt of a properly executed SF-1188, the Servicing Human Resource Office will request cancellation of dues withholding as of the first full pay period following the membership anniversary date for cancellation.
- C. After receipt by the Servicing Human Resource Office of a properly executed request to change dues withheld, Payroll Operations will be requested to effect the change at the beginning of the next full pay period
- D. Properly executed is defined as certified by an authorized Union representative.

#### **Section 5. Loss of Eligibility for Dues Withholding**

- A. When the Employer alleges that an employee is no longer eligible for dues withholding, the Union will be notified in writing and given the reasons for its position.
- B. In such cases, dues withholding status will not be terminated until the Union notifies the Employer within fifteen (15) days of said notice, that it will not file an amendment/Clarification of Unit Petition or one has been filed by either Party pending a decision by the FLRA.

#### **Section 6. Employee Responsibility**

The Servicing Human Resources Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for AFGE dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by AFGE. If the dues allotment continues and the employee fails to notify his/her Servicing Human Resources Office, the retroactive recovery from AFGE of dues withheld shall not be made nor shall a refund be made to the employee. Union dues shall not be withheld when an employee's net salary for any pay period is insufficient to cover the dues, after other legal and required deductions have been made.

### **ARTICLE 35 - DURATION AND TERMINATION**

#### **Section 1. Length of Agreement**

- A. This Agreement shall take effect June 7, 2005 and shall remain in full force and effect for a period of 3 years after its effective date. It shall be automatically renewed for yearly periods thereafter unless either Party gives the other, notice of its intention to renegotiate the Agreement no more than 105 nor less than 60 days prior to the termination date.
- B. In the event that notice is given for the renegotiation of the Agreement, the moving party will submit ground rule proposals within 15 days of the notice for renegotiation. The other party will submit counter proposals for ground rules within 15 days of receipt. The parties will commence negotiating ground rules within 10 days of the receipt of counter proposals. If the parties are in different geographic locations or the issue of the location of negotiation of ground rules is in question, telephonic negotiations will be used. Timeframes may be extended upon mutual agreement.

- C. If renegotiation of this Agreement is in progress but is not completed upon the expiration date of this Agreement, this Agreement shall be automatically extended until a new Agreement takes effect.

## **Section 2. Supplements and Amendments**

- A. The status of Past Written Agreements shall be in accordance with Article 2, Section 4A.  
B. This agreement shall be amended and/or supplemented after the enactment of new law or policy that directly affects any provision of this agreement, according to Article 8, Negotiations, or by mutual consent.

## **Section 3. Annual Re-opener**

The parties mutually agree that between sixty (60) and thirty (30) days prior to the middle date of the life of this contract, either party may propose not more than three (3) articles for negotiations.

## **Section 4. Printing and Distribution**

The Parties agree to print a sufficient number of copies (8 ½ X 11 size) of this Agreement. The Employer agrees to reprint additional copies as needed. The printing cost shall be borne by the Employer. The Employer will stock the Agreement and distribute a copy to each employee presently in the unit and to each employee entering the bargaining unit.

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## **GLOSSARY**

**AFGE** – mean the American Federation of Government Employees.

**Bureau** – means the Bureau of Land Management (BLM)

**Bargaining Unit Employee** – means a BLM employee who occupies a position in the unit of exclusive recognition represented by AFGE.

**Day** – means calendar days, unless specified otherwise.

**Due Date** – means 11:59 p.m. on the day of the specified time frames unless the established date falls on a Saturday, Sunday or Holiday, then the next official workday will be considered the due date.

**Duty Location** – means a building or building complex in which the employee is assigned.

**Employee** – means unit employees covered by AFGE.

**Employer** – means the Bureau of Land Management (BLM)

**FLRA** – means the Federal Labor Relations Authority – sometimes referred to as “the Authority”.

**FSIP** – means the Federal Service Impasses Panel – sometimes referred to as “the Panel”.

**Grievance** – means any complaint:

By a unit employee concerning any matter relating to the employment of the employee,

By the Union concerning any matter relating to the employment of any bargaining unit employee, or by any bargaining unit employee, the Union, or the Employer concerning

The effect or interpretation, or a claim of breach, of this agreement, or

Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Grievant** – means the one filing the complaint.

**Group Grievance** – is a grievance filed by the Union on behalf of more than two bargaining unit employees under different immediate supervisors involving the same facts and the same issue(s).

**In Writing** – E-mail may be used in lieu of postal mail for official correspondence as long as time sensitive e-mail is sent to the appropriate Management/Union Official by 11:59 p.m. on the due date of the specified time frames.

**Institutional Grievance** – is a grievance filed by the Union on its behalf in its institutional capacity or by the Employer.

**Parties** – means Local 3275, AFGE and Management.

**Representational Duties** – means the activities performed in representing unit employees such as those described in Article 6, Section 3B. It does not include internal union business as defined in the Statute, 5 USC Chapter 71.

**Statute** – means the Federal Service Labor-Management Statute, 5 USC Chapter 71.

**Surplus Employee** – means the definition as described in 5 CFR 330.604.

**Union** – means the AFGE and representative Local 3275 for bargaining unit employees.

APPENDIX A

**AUTHORIZED ABSENCE FROM DUTY FORM  
FOR LABOR-MANAGEMENT RELATIONS ACTIVITIES**

Instructions: 1) Employee/Union official complete form, except "To" date, secure supervisory approval, and keep form with them during absence. Complete "To" date upon return to duty. Retain one copy and give original to supervisor. 2) Enter time to nearest 15 minutes on T&A report, code project as noted below.

From: \_\_\_\_\_ To: \_\_\_\_\_  
(Date & Time) (Date & Time)

Location to be visited: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

**Purpose/Function (circle one)**

Elected Official    Grievant    Appellant    Steward    Representative

Estimated Absent Time \_\_\_\_\_ Amt. Annual Leave \_\_\_\_\_  
(Hrs. & Minutes) (If applicable) (Hrs. & Minutes)

Actual Time Absent \_\_\_\_\_  
(Hrs. & Minutes)

Approval: \_\_\_\_\_  
Supervisor's Signature

<b><u>PURPOSE (Circle which apply)</u></b>	<b><u>Project Code</u></b>	<b><u>Role of Person</u></b>	
		<b>UNION</b>	<b>EMPLOYEE</b>
1. Mid-Term Contract Negotiations	LREB	_____	_____
2. On-Going LMR Relationship:	LREC	_____	_____
a. Formal Discussions (general meetings with employees, etc.)		_____	_____
b. LMR Committee Meetings		_____	_____
c. Training		_____	_____
d. Reports		_____	_____
3. Grievance and appeals		_____	_____
a. Presentation	LRED	_____	_____
b. Arbitration	LRED	_____	_____
4. Statutory Appeals	LRED	_____	_____
a. MSPB		_____	_____

**Effective Date:**  
**06/07/2005**

