

NEGOTIATED
AGREEMENT

BETWEEN THE

U.S. FISH AND WILDLIFE SERVICE

AND THE

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL R1-203

2014



Table of Contents

| | |
|--|----|
| Preamble | 3 |
| Article 1. Recognition, Purpose and Intent, and Definitions | 3 |
| Article 2. Union-Management Communication | 4 |
| Article 3. Work Schedules | 4 |
| Article 4. Leave..... | 9 |
| Article 5. Overtime Work | 16 |
| Article 6. Telework | 19 |
| Article 7. Voluntary Allotments for Payment of Dues | 21 |
| Article 8. Employee Right and Benefits & Management Rights..... | 24 |
| Article 9. Zero Tolerance for Hostile Work Environment..... | 26 |
| Article 10. Union Office, Supplies | 27 |
| Article 11. Staffing and Classification..... | 30 |
| Article 12. Disciplinary..... | 32 |
| Article 13. Contracting Out for Temporary Help Service | 35 |
| Article 14. Negotiated Grievance Procedure | 36 |
| Article 15. Alternative Dispute Resolution Procedures for Unfair Labor Practices | 41 |
| Article 16. Contract Amendment Procedure..... | 41 |
| Article 17. Distribution | 41 |
| Article 18. Contract Term and Effective Date | 41 |
| Article 19. Competitive Sourcing | 42 |
| Article 20. Reduction-In-Force..... | 43 |
| Article 21. Continuous Learning..... | 45 |
| Article 22. Mail..... | 46 |
| Article 23. Safety | 47 |
| Article 24. Use of Government Equipment and Telephones | 50 |
| Article 25. Day Care | 50 |
| Article 26. Incentive Awards | 50 |
| Article 27. Performance Management | 61 |
| Article 28. Union-Sponsored Training | 70 |
| Article 29. Union Representation | 71 |
| Article 30. Cubicle Moves | 72 |
| Article 31. Non Discrimination Clause..... | 74 |
| Amendments Executed and Recommended for Approval..... | 75 |
| Index | 76 |
| Appendix A. Request for Official Time and Office Hours Forms | 80 |
| Appendix B. Grievance Form..... | 83 |
| Appendix C. Acronyms | 85 |

- Regional Director (RD)/Deputy Regional Director (DRD) or designee/s.

- Formal Disciplinary Action:

- A) Written reprimand or suspension of Fourteen (14) days or less; and
- B) Suspensions of more than Fourteen (14) days (Adverse Action).

- Positive Techniques and Early Intervention: include but are not limited to, the following in any combination:

- 1) A verbal or written counseling between the supervisor and the employee that is intended to correct unwanted behavior or work performance;
- 2) Union Counseling;
- 3) EAP Counseling;
- 4) Mediation;
- 5) Employee and/or work unit training;
- 6) Position restructuring or reassignment;
- 7) Increased feedback or other communication;
- 8) Team building projects or meetings.

Article 2. Establishment of Labor Management Forum (E.O. 13522) to Improve Delivery of Government Services.

Labor Management Forum

Section 1. In Accordance with Executive Order 13522 the parties are resolved to put aside differences, establish new lines of communication, and resolve issues and conflicts in an informal manner through the establishment and implementation of a Labor-Management Forum. The parties also agree that the forum shall be comprised of: 1 Management Representative designated by the Regional Director, 1 Union Representative designated by the Union President and 1 Non-Bargaining Unit Employee Representative mutually agreed to by the Regional Director and the Union.

Article 3. Work Schedules

Section 1. General Provisions

The Regional Office is officially open for business from 8:00 a.m. to 4:30 p.m. The Parties acknowledge that the Employer's managers and supervisors are therefore responsible for managing work schedules to provide adequate staff during that period.

Lunch Periods.—Full-time employees must take a minimum 30-minute lunch period. Lunch periods may not exceed 60 minutes. On any given day, an employee may extend their lunch period to 45 or 60 minutes, provided they extend their workday by

15 or 30 minutes, respectively, and the extended workday occurs on the day the extended lunch was taken. Employees wishing to extend their lunch period shall request approval of their supervisor. It is expected that those requests will be approved unless the supervisor has a work assignment that would conflict with the extended lunch period. Employees who extend their lunch periods are expected to make up the time after approval.

Section 2. Standard Eight-Hour Work Schedule

This schedule requires an employee to perform work for a duration of 8 hours each day of the administrative workweek. The following tours of duty are available:

| 30-Minute Lunch Period | 45-Minute Lunch Period | 60-Minute Lunch Period |
|------------------------|------------------------|------------------------|
| 6:30 a.m. to 3:00 p.m. | 6:15 a.m. to 3:00 p.m. | 6:00 a.m. to 3:00 p.m. |
| 6:45 a.m. to 3:15 p.m. | 6:30 a.m. to 3:15 p.m. | 6:15 a.m. to 3:15 p.m. |
| 7:00 a.m. to 3:30 p.m. | 6:45 a.m. to 3:30 p.m. | 6:30 a.m. to 3:30 p.m. |
| 7:15 a.m. to 3:45 p.m. | 7:00 a.m. to 3:45 p.m. | 6:45 a.m. to 3:45 p.m. |
| 7:30 a.m. to 4:00 p.m. | 7:15 a.m. to 4:00 p.m. | 7:00 a.m. to 4:00 p.m. |
| 7:45 a.m. to 4:15 p.m. | 7:30 a.m. to 4:15 p.m. | 7:15 a.m. to 4:15 p.m. |
| 8:00 a.m. to 4:30 p.m. | 7:45 a.m. to 4:30 p.m. | 7:30 a.m. to 4:30 p.m. |
| 8:15 a.m. to 4:45 p.m. | 8:00 a.m. to 4:45 p.m. | 7:45 a.m. to 4:45 p.m. |
| 8:30 a.m. to 5:00 p.m. | 8:15 a.m. to 5:00 p.m. | 8:00 a.m. to 5:00 p.m. |
| 8:45 a.m. to 5:15 p.m. | 8:30 a.m. to 5:15 p.m. | 8:15 a.m. to 5:15 p.m. |
| 9:00 a.m. to 5:30 p.m. | 8:45 a.m. to 5:30 p.m. | 8:30 a.m. to 5:30 p.m. |
| | 9:00 a.m. to 5:45 p.m. | 8:45 a.m. to 5:45 p.m. |
| | | 9:00 a.m. to 6:00 p.m. |

Section 3. Alternative Work Schedules

In accordance with existing laws, rules and regulations, the Parties recognize the merits and benefits of irregular work schedules for Bargaining Unit employees to the extent that such work schedules ensure continuity in public services rendered and fulfillment of each employee’s position duties and requirements. Therefore, the Employer agrees that the following work schedules are in the interest of the Bargaining Unit and the Agency’s mission, except in those cases where the Employer has provided advance written notice to the Union that identifies specific positions for which participation by the incumbents will pose adverse Agency impact. Such notice to the Union will include documentation of justification as to the reasons why participation by the positions’ incumbents will pose either adverse Agency impact or situations that interfere with management’s right to assign work.

Each Bargaining Unit employee will be allowed to work under one of the following work schedules:

- Compressed Work Schedule (5-4/9).—an employee will work eight 9-hour days and one 8-hour day in any given pay period. The employee will complete

the work hours between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period. Both the day off (flex day) and the 8-hour day requested must be approved by the appropriate Assistant Regional Director or his/her designee to ensure adequate office staffing and that mission needs are met. The hours scheduled for the 8-hour day must coincide with one of the tours provided for in the “Standard Eight-Hour Work Schedule.”

- Compressed Work Schedule (4-10).—an employee will work four 10-hour days per week, eight 10-hour days per pay period. The employee will complete work between the hours of 6:00 a.m. and 6:00 p.m., between Monday and Friday, excluding the lunch period. Scheduled days off requested must be approved by the appropriate Assistant Regional Director or his/her designee to ensure adequate office staffing and that mission needs are met.
- Flexible Work Schedule Maxi-Flex: The Union and Employer agree to adopt the maxi-flex work schedule as defined in FWS Service Manual 226, FW1 Hours of Duty and Director’s Order No. 115 (Credit Hours) and as herein modified:

Credit hours are hours worked by an employee on a flexible schedule that are in excess of the employee’s basic work requirement and that the employee elects to work in order to vary the length of a workday or workweek. Credit hours may be earned in one or two ways: recurring and non-recurring.

- Non-recurring: The supervisor approves the employee to earn a set number of credit hours. Once the employee earns that number of credit hours, he/she may not earn any more unless additional approval is given. Additionally, the supervisor may limit the period in which the credit hours may be earned.
- Recurring: The supervisor approves the employee to earn a set amount of credit hours on a recurring basis without additional approval.
- Employees on the maxi-flex schedule are expected to account for 80 hours on no fewer than 8 days per pay period.

Maxi-Flex Work Schedule

Time can be accounted for by working, using leave, using compensatory time, or using credit hours. Core hours must be observed on no fewer than 8 days between the hours of 9:00 a.m. to 3:00 p.m.

Flexible hours exist in two time bands:

- Starting times shall occur between 6:00 and 9:00 a.m.
- Ending times shall occur between 3:00 p.m. and 6:00 p.m.

The employee may vary the length of their workday on a day-to-day basis and may vary starting and ending times within the given time bands. Employees will work with their supervisors to develop work schedules that ensure meeting office coverage. This schedule will be followed from pay period to pay period.

If an employee needs to deviate from the schedule and knows this before the start of the pay period, the employee will provide the supervisor with a revised schedule for that pay period. The supervisor will grant approval of the revised work schedule unless there is a work-related issue that requires the employee's presence.

For instances where a schedule change was not anticipated prior to the beginning of the pay period, the employee will provide the supervisor with a revised schedule for the pay period. The supervisor will grant approval of the revised work schedule unless there is a work-related issue that requires the employee's presence.

By Federal statute, employees on a maxi-flex schedule receive 8 hours of holiday pay on days designated as holidays or days designated as "in Lieu of" holidays. When administrative leave is granted, employees on a maxi-flex schedule will receive administrative leave based on Regional business hours of 8:00 a.m.–4:30 p.m., which includes a 30 minute lunch period from 12:00 p.m.–12:30 p.m. For example, if the Regional Office has a delayed arrival until 10:00 a.m., employees on maxi-flex will receive 2 hours of administrative leave. If the Regional Office has an early dismissal at 12:00 noon, an employee on maxi-flex will receive 4 hours of administrative leave. If the Regional Office is closed the entire day, an employee on maxi-flex will receive 8 hours of administrative leave.

Guidance for Administering Maxi-Flex Work Schedules

- Supervisors approve and administer in accordance with Section 3, Maxi-flex work schedules for their subordinates. Supervisors must terminate a Maxi-flex work schedule of an employee that becomes subject to abuse or is disruptive to carrying out the function of the office.
- All Employees on Maxi-Flex times will be required to record their arrival and departure times on a sign-in/sign-out log.
- The record of employee arrival and departure times documents an employee's full completion of the basic work requirement and provides a means of monitoring use of the Maxi-flex work schedule. This record supplements, but does not take the place of the time and attendance reports which is the official form for recording, certifying, and reporting time and attendance.
- Employees are expected to sign in within fifteen (15) minutes after starting their workday and sign out upon departure.
- A centrally located log will be maintained in each office/program area for employees to use.

- Supervisors will designate one clock to use in recording the employees arrival and departure times.
- If on Telework status, employees will email the start and ending times to their supervisor. In the event email is not available the employee will telephone their supervisor.
- The sign-in/sign-out log is to be maintained by fiscal year.
- In the event that an employee fails to sign-in upon arrival, the employee shall sign-in as soon as they discover the omission and report the omission to the supervisor.

Section 4. Establishing and Implementing Work Schedules

Employees may elect to change to another work schedule up to once per calendar quarter, using Form 3-261 (Documentation of Unusual Tour of Duty), as appropriate, to document the change in tour of duty.

Unusual tours of duty or any exception to the above work schedules will be requested and submitted for approval using Form 3-261, accompanied by a justification for that tour of duty.

Compressed work schedules require a fixed schedule, which must be established in advance and is not intended to be frequently changed. When it is known before the start of a pay period that the compressed schedule will not correspond to the work to be performed on travel (for example, a training course comprising five 8-hour days), the employee will have an 8-hour work schedule for that pay period. When it is known that the compressed schedule will correspond to the work to be performed on travel, the employee will remain on the compressed schedule. Temporary changes can be made on employee time and attendance reporting sheets.

Other alternative work schedules may be agreed to by separate memorandum of understanding and will be binding on the Parties.

Employee work schedules may be temporarily modified, on a pay period by pay period basis, at the employer's request. In addition, employees may ask for temporary changes to their work schedules.

Section 5. Program Review

The Parties agree that the establishment of tours of duty is in direct relation to the assignment of work. Therefore, the Regional Director or his/her designee is responsible for assessing changes in mission and program requirements to assure that alternative work schedules do not pose adverse Agency impact. On a determination by the Regional Director that an alternative work schedule is inconsistent with existing laws, rules, or regulations, the Regional Director may terminate such

schedule and must provide advance notice to the Union President of his/her intentions. Such notice must provide documentation of justification as provided in Section 3 of this Article.

Article 4. Leave

Section 1. The Employer and the Union agree that the administration of leave is governed by the policies outlined in the Service Manual (226 FW 2) dated June 20, 2007. The following language outlines in additional detail the procedures that will govern the administration of requests for leave.

Section 2. Emergency Leave

For the purposes of this article, the Union and the Employer agree that an emergency is defined as follows: An unanticipated and immediate circumstance of a serious nature that requires the personal attention of the employee and which would generally fall into one of the following categories: physically prevents the employee from getting to work, physically incapacitates the employee from performing work, family illness, or other exigency that requires the personal attention of the employee.

In emergency situations, the following procedures will apply.

- Employee must notify the first line supervisor (or Acting) of the need to take emergency leave as quickly as possible, but no later than one hour after the employee's normal reporting time for work. If possible, the employee should talk directly with the first line supervisor. If the first line supervisor (or Acting) is unavailable, the employee should leave a message on his/her voice mail, describing the nature of the emergency, the expected duration of the emergency, and where they can be contacted if needed.
- A completed official leave request must be used to document each emergency use of leave.
- If the employee is unable to personally talk to their first line supervisor (or Acting), and there was a bona fide emergency as defined above, and the employee followed the established procedures, the employee can assume that the emergency leave is approved.
- Any restrictions placed on an employee's use of leave shall continue to apply in emergencies.

Section 3. Scheduling of Leave

A completed official leave request must be used to document each emergency use of leave.

Annual leave is the right of the employee, subject to the right of the supervisor to fix the time at which leave may be taken. The taking of leave is based on cooperative arrangements between supervisors and employees. The personal wishes of employees are granted when consistent with the Service's interests. The Employer is entitled to schedule work so that the mission of the Agency can be accomplished.

An employee should request leave as far in advance as possible, particularly if the absence is to be prolonged. When an employee has submitted a timely leave request for such a prolonged period, e.g., 14 days of leave, they will be entitled to a timely response from their supervisor within 21 days of that request of leave. When leave is requested on a daily basis, e.g., 2 hours that afternoon or the next couple of days, that leave request shall be acted upon before that leave is to be taken. In either case, if the response of the immediate supervisor is not timely (or the supervisor is not available), the employee may approach the second level supervisor for a decision. Where possible, supervisors are encouraged to schedule the work of the unit and to schedule leave for unit employees in advance.

The minimum charge to leave is fifteen (15) minutes.

Section 4. Substitution of Sick Leave for Annual Leave

If an employee, while on annual leave, meets the criteria for sick leave (see 5 CFR 630.405), the employee may request that sick leave be substituted for Annual Leave.

Section 5. Resolution of Competing Requests for Leave in the Work Unit:

When two or more employees desire the same time off and the supervisor cannot approve all leave, the supervisor and the affected employees will work together to resolve the problem, considering both the needs of the employees and the mission of the agency.

Section 6. Coming Off Annual Leave for Official Duty

When an employee is requested by the employer to come off annual leave for official duty, they will be entitled to reimbursement for related costs consistent with, and to the extent allowed by, the Federal Travel Regulations and related Comptroller General decisions.

Section 7. Sick Leave

Employees earn sick leave in accordance with applicable laws and regulations. Sick leave will be requested in advance for visits to doctors, dentist, practitioners, optometrists, and for the purpose of securing diagnostic examinations and x-rays.

In accordance with 5 CFR § 630.401, the Employer must grant sick leave to an employee when he or she—

- Receives medical, dental, or optical examination or treatment;
- Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
- Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment (*See Fact Sheet entitled “Sick Leave to Care for a Family Member with a Serious Health Condition”*);
- Provides care for a family member with a serious health condition (*see Fact Sheet entitled “Family and Medical Leave”*);
- Makes arrangements necessitated by the death of a family member or attends the funeral of a family member (*see Fact Sheet entitled “Sick Leave to Care for a Member with a Serious Health Condition”*);
- Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
- Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys: court proceedings; required travel; and any other activities to allow the adoption to proceed (*see Fact Sheet entitled “Family and Medical Leave”*).

In accordance with 5 CFR § 630.403, the Employer may grant sick leave to an employee under the following circumstances:

Sick absence extending more than three (3) working days shall be verified by a statement of a physician or other licensed practitioner. If a medical statement cannot be obtained because the illness did not require the services of a physician, the employee shall present a written statement explaining the circumstances which support the request for sick leave. Except as hereinafter provided, employees shall not be required to furnish a medical statement to substantiate a request for sick leave for periods of three (3) working days or less, unless the employee has been issued a notification of leave restriction.

Leave restriction applies only to sick leave. Employees may be required to provide medical documentation for each use of sick leave in an amount less than three (3) working days, when there is evidence that the employee abused their sick leave privileges within the previous twelve-month period and the employer counseled the employee with respect to the use of their sick leave. The leave restriction should deal with the identified leave abuse problem and the procedures which must be followed to use leave. Leave restriction will be in place for no longer than three (3) months. However, if the problem persists, the leave restriction may be extended in increments

of three (3) months or less.

The above language does not prohibit management from taking disciplinary action in any situation where evidence exists that an employee has abused their sick leave. If a supervisor has evidence that a request for sick leave is improper, the request should be denied immediately and may be denied after the fact if evidence is obtained subsequent to a prior approval. When the request for sick leave is denied and the employee is not approved to be absent in some other leave category, the employee will be considered AWOL if the employee does not report for duty.

The Employer and the Union agree that in all cases where administratively acceptable necessary and relevant supporting medical documentation is required, the specific type and/or content of the documentation required will be made known to the employee as far in advance as possible. The content of administratively acceptable supporting medical documentation may normally be expected to include any or all of the following:

- specific clinical findings and diagnoses;
- prognoses with estimates as to when full or partial recovery might be expected; or,
- descriptions of any limitations of normal employment functions (sitting, walking, lifting, etc).

Supervisors have the discretion to require less information as the situations may warrant, as long as the employees meet the notification requirements above. The employees must provide administratively acceptable evidence or medical certification for requests for sick leave no later than 15 calendar days after the date the Employer requests it, or the employees will be placed in another appropriate leave category (annual, LWOP, or AWOL). When possible, the employees are responsible for providing weekly status reports to their supervisors during extended periods of absence. The failure to provide weekly status reports may result in the termination of sick leave status.

The Employer agrees to follow all Health Insurance Portability and Accountability Act (HIPAA) laws.

In accordance with applicable regulations, sick leave may be advanced to eligible employees in cases of serious disability or illness.

If, while on annual leave, employees meet the criteria for sick leave (5 CFR 630.404), they may request that sick leave be substituted for annual leave.

Section 8. Confidentiality of Medical Conditions

If an employee declines to provide their supervisor with sufficient information to ensure that the nature of their illness incapacitates them for their job, or that the other reasons for which sick leave is granted actually existed, the employee will be placed on annual leave until such time as they provide an original medical certificate of incapacitation, or other appropriate written evidence, to support their sick leave absence request. Any restrictions placed on an employee's use of leave shall continue to apply.

When the employee furnishes medical documentation in support of a request for sick leave, the supervisor is required to ensure the confidentiality of that information. Generally, in order to record leave properly, the only documentation required for timekeeper is an official leave request approved by the supervisor.

Section 9. Family Friendly Leave

The links for the fact sheets from OPM on Family and Medical Leave and Sick Leave to Care for a Family Member w/Serious Health Condition can be found at:

Leave Administration: <http://www.opm.gov/oca/leave/>

Fact Sheet regarding Family and Medical Leave:
<http://www.opm.gov/oca/leave/html/fmlafac2.asp>

Fact sheet regarding Sick Leave to Care for a Family Member with a Serious Health Condition: <http://www.opm.gov/oca/leave/html/12week.asp>

Section 10. Leave Share Program: Donated Leave under the Voluntary Leave Transfer and Leave Bank Programs

Purpose. For information regarding the policy and procedure for the administration of the Leave Sharing Program of the U.S. Fish and Wildlife Service (Service) under which the unused accrued annual leave of one employee may be transferred for use by another employee who needs such leave because of a medical emergency or a family member's medical emergency please see the following:
www.fws.gov/policy/226fw7.html

Section 11. Education

Variation in Work Schedules.—Employees may request special tours of duty of not less than 40 hours per week that will permit them to take one or more courses in a college, university, or other educational institution that will equip them for more effective work in the Service. The Employer may approve those requests that are consistent with 5 CFR 610.122.

Financial Aid.—Whether a schedule change is involved or not, employees may request full or partial reimbursement for the cost of courses they are taking in a college, university, or other educational institution which will equip them for more effective work in the Service. The Employer will consider those requests that it can legally honor, and—if budget constraints allow—may provide full or partial reimbursement.

Internships.—Employees may participate in paid or unpaid course-related internships provided they are consistent with applicable law and regulation. (See Section on Outside Employment)

Leaves of Absence.—Employees may request Leave Without Pay to pursue a full time course of study in a college, university, or other educational institution which will equip them for more effective work in the Service. If the Employer approves such a request, the employee will continue to receive benefits such as health and life insurance to the maximum extent allowed by law.

Conferences, Meetings, and Seminars.—Employees may request official duty time to attend professional and technical association conferences, meetings, seminars, and similar functions when the material to be presented will equip them to work more effectively in the Service. If the Employer approves an employee's attendance, it may pay, upon employee request, some or all of the costs of attendance—to the extent allowed by law and if budget constraints allow.

Section 12. Religious Leave

Employees whose personal religious beliefs require an absence from work during certain periods may request to work an alternate work schedule for meeting those religious requirements. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the agency's mission, the Employer shall afford, in each instance, the employees the opportunity to work compensatory time off to an employee requesting such time off for religious observances. The employee may work such compensatory time before or after the granting of time off. Compensatory time off taken for religious observance shall be repaid on an hour for hour basis or fraction thereof through working of compensatory overtime within a reasonable period. Requests for annual leave shall be honored to the extent that such leave does not interfere with the efficient accomplishment of the agency mission.

Section 13. Leave for Court Purposes

Court Leave.—The Employer will grant court leave releasing employees from duty without loss of pay and without charge to leave for all days during which they serve as jurors (which includes waiting in a jury pool to be impaneled or released from jury service) or as witnesses on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party.

Employees will promptly notify their supervisors of jury or witness service summonses. If jury service will conflict with a critical work requirement, the Employer will either reassign it to another employee or reschedule it. If either alternative is impossible, the Employer may ask the employee to seek an alternate jury service date. If the employee does not wish to do so, the Employer can pursue whatever options it may have in which the employee is to perform jury service.

When the court discharges an employee from jury or witness service, and a substantial amount of his/her work day does not remain, the Employer, consistent with applicable precedent, should excuse the employee from reporting to work. When court discharges an employee from jury or witness service, a substantial amount of his/her workday remains, and it is reasonable to do so, the Employer, consistent with applicable precedent, may require the individual to report to work.

Other Situations.—The Employer, consistent with workload requirements and the accomplishment of its mission, shall approve requests for annual leave from employees who are parties in litigation. Denials of such requests shall not be arbitrary or capricious, and shall not be disciplinary or punitive in nature.

When an employee is summoned to be a witness in any judicial proceeding in which the United States, the District of Columbia, or a State or local government is not a party, the Employer will release the individual from duty. However, the absence must be charged to annual leave, leave without pay or compensatory leave.

Section 14. Military Leave

The Employer will grant military leave in accordance with applicable law to employees who, as members of the Reserves or National Guard, are called to active duty or active duty for training. To the extent required by applicable law, the Employer shall also grant to such employees, upon request, accrued annual leave (and sick leave, if appropriate).

Section 15. Repayment Schedule for Advance of Sick Leave

Normally employees will repay advances of sick leave by having their full sick leave accruals apply to the debt each pay period, charging against annual leave, or by monetary refund until the debt is fully repaid. The employee may select from the above options, or a combination of the above options, to pay back their advanced sick leave debt. However, in unusual cases, when the employee requests to retain accruing sick leave during the repayment period, and to the extent that laws, rules, and regulations permit, the supervisor and the employee will work together to develop an alternative repayment arrangement, that in the opinion of the supervisor is in the best interests of the Employer and considers the needs of the employee. When a repayment schedule is agreed to, it will be documented in writing, including the supervisor's approval.

If the employee and the supervisor cannot reach a mutually agreeable repayment schedule, the employee may appeal to the Assistant Regional Director or the Deputy Regional Director, for assistance in resolving the issue. Supervisory decisions on repayment schedule requests will not be arbitrary, capricious, or retaliatory in nature.

Note: If there are problems with the implementation of this provision either in terms of mechanics or timing, the Parties agree to work together to resolve the problems, including possible modification of this provision.

Section 16. Excused Absence

The situations in which the Employer may excuse employees without loss of pay and without a charge to leave (“Administrative Leave”) include the following.

Voting. The Employer and the Union agree to work together in an effort to encourage employees to exercise their legal right to vote to the maximum extent possible. When an employee has demonstrated a need, the Employer will comply with applicable current laws and regulations in granting excused absence for voting.

Severe Weather. Refer to Article XXIII, Safety.

Blood Donation. Employees who make blood donations may be granted excused absence during the period when they are donating blood. No more than four hours may be granted for this purpose, and this includes time for recovery when determined necessary by the officials drawing the blood.

Tardiness. The Parties agree that employees are expected to arrive at work at their scheduled times, return from lunch when their lunch periods end, and depart from work no earlier than the end of their scheduled work days. It is recognized that occasionally an employee is late, and that the supervisor may approve such an absence for up to fifteen (15) minutes. The supervisors should not approve habitual tardiness or any abuse of this policy.

Article 5. Overtime Work

Section 1. Need for Overtime Work.

When a need for additional work hours has been identified by the supervisor or brought to their attention by the employee, the supervisor will work with the employee to identify and explore alternative methods of getting the work done, including modifications of the due date and assignment, assistance from co-workers, details of individuals from other work units, reprioritizing work, work schedule modifications, short-term contract help, or the assignment of overtime work outside the tour of duty before making his/her decision.

All overtime pay and compensatory time shall be administered consistent with the applicable provisions of Title 5, United States Code, the Fair Labor Standards Act,

other applicable laws, applicable Office of Personnel Management (OPM) regulations, decisions of the Comptroller General, and Service policy (225 FW 7), unless superseded by items outlined in this agreement.

No employee will work more than 12 hours per day, unless pre-authorized in writing by their supervisor. Employees shall be compensated for any partial hour worked, in increments of fifteen (15) minutes. Unscheduled overtime work performed by an employee on a day when work was not scheduled for him/her or for which he/she is required to return to his/her place of employment is deemed at least two (2) hours in duration for the purpose of premium pay, either in money or compensatory time off.

Overtime work must be ordered or approved by an authorized Service official.

Section 2. Assignment of Overtime Work

Whenever practicable:

- when the decision has been made to assign overtime work to bargaining unit employees, the supervisor shall distribute overtime work on an equitable basis to those qualified employees who are within the work unit performing the work; and
- the supervisor shall consider the use of qualified employees who have volunteered and who are known to the supervisor at the time overtime is needed.
- when the supervisor has determined that more than one employee is qualified and available to do the overtime work, the supervisor will assign the overtime work on a rotational basis among the group of employees who have volunteered for the overtime work. Overtime work will also be assigned on an equitable basis.

The Parties recognize that there will be circumstances where the nature of the task or project requires an individual with particular experience or skills, or who has been working on or is familiar with the task or project, and it would be impracticable to have that overtime work performed by another employee.

Section 3. Notice:

Before requiring an employee to perform overtime work, a supervisor shall give the employee such prior notice as is practicable under the circumstances. The Parties agree that at least two (2) days notice will be given whenever possible. However, it is noted that a longer notice period may be required by OPM regulation or Service policy for regular overtime work.

Section 4. Urgent and Occasional Situation Approval Process:

In urgent and occasional situations, where an employee is required to complete a project that has been assigned by the supervisor, and the supervisor (or acting) is unavailable to authorize overtime work, the employee must adhere to the following guidelines to ensure authorization:

- The employee will approach the second line supervisor (or acting) for authorization;
- If neither the first or second line supervisors are available to authorize the overtime work, the employee will notify their immediate supervisor, prior to and at the completion of the overtime work, using either voice mail or electronic mail. The initial message should include the reason for the overtime work and the nature of the work to be completed;
- Official request will be completed and submitted as soon as possible, but no later than 5 work days of completion of the work.

This provision is not intended for the recurring need for overtime work.

Section 5. Monitoring of Overtime Work:

Supervisors are responsible for monitoring overtime work under this provision and restricting overtime work as appropriate (e.g., budgetary constraints, nature of work, misuse of provision).

Section 6. Release from Overtime Work

The supervisor shall give fair and serious consideration to any expressed concerns of an employee requesting to be excused from overtime work.

Section 7. Flexible Compensatory Time

In an effort to provide additional opportunities to balance family and work needs and schedules in ways that also support the Service mission, the following options are available. Employees and supervisors are expected to work together to utilize flexible compensatory time options to help achieve this goal. Non-exempt employees must indicate their preference for compensatory time on the official request.

The Employer may approve an employee's request to work flexible compensatory time to be applied during the day earned, another work day within that pay period, or within another pay period. Flexible compensatory hours are earned and used consistent with the procedures outlined below:

Compensatory time earned and used within one day or later:

- The employee requests flexible compensatory time from their immediate supervisor (or acting). Employees are responsible for requesting flexible

compensatory time as soon as they are aware of the need.

- The employee and supervisor work together to accomplish the needs of the request.
- When it meets the needs of the Employer and the employee, the supervisor will approve the employee's request. Supervisory decisions will not be arbitrary, capricious, or retaliatory in nature.
- The employee will make reasonable efforts to discuss requests with their immediate supervisor (or acting). If the first line supervisor (or acting) is unavailable to respond in a timely manner, does not provide a timely response, or the employee wishes to appeal their supervisor's decision, the employee may approach the second line supervisor (or acting) for assistance in resolution. Decision making criteria above also applies here.
- Flexible compensatory time must be documented and recorded in the Time and Attendance system.

This Article shall not be interpreted to limit the Employer's statutory rights applicable to the assignment of overtime.

Article 6. Telework

Section 1. Telework

Telework (also known as telecommuting and flexiplace) is emerging as an important and attractive work option for the Federal Government and its employees. It has the benefit of providing employees with the flexibility they need to better manage their work and personal responsibilities. The Union and the Employer have established the following procedures under which eligible employees may participate in telework to the maximum extent possible without diminished employee performance.

Section 2. Types of Telework

The Union and the Employer recognize that there are three types of telework as defined by OPM.

- **Episodic or Situational.** The employee teleworks on an irregular basis. The telework opportunity may be a result of a medical problem, reasonable accommodation, or the need to be focused on a special project. Other situations may develop that makes it beneficial for the employee and supervisor to agree on an episodic telework opportunity.
- **Part Time Telework:** The employee teleworks on a regularly scheduled basis. This may be one or more days a week, every two weeks or several days in a

month.

- **Full-Time Telework:** The employee completes all or almost all duties outside of a traditional office setting. This may include some work done at home, in customers' offices, or at a telecenter and occasionally coming to the office for a meeting or planning session; however, the duties lend themselves to work away from the office.

Section 3. Position Eligibility

The Employer will approve or disapprove a request to participate in telework by an employee assigned to an eligible position. In acting on an employee's request, the Employer will use reference materials available to the bargaining teams and consider these items when determining eligibility: conduct, performance, leave restriction, office coverage, access to supervisor and customers, team involvement, and costs. If the Employer denies a request, it shall notify the employee in writing and give the reason(s) for the denial.

Section 4. Applying for Telework

Full-Time or Part-Time Telework. Interested employees in positions that have been determined to be eligible for telework are encouraged to find possible telework opportunities that fit the employee's and the Employer's needs. The exchange of information at these discussions is encouraged. If either party needs additional information, they may request that information and can expect to get a timely response. If after these discussions the employee wishes to pursue telework, the employee will use current FWS forms. If the supervisor recommends approval, he or she will submit the request to the RD through applicable supervisory channels.

Episodic or Situational. An employee may request permission to work at an alternative worksite for all or part of the time required to, for example, complete a project. All bargaining unit positions will be considered eligible for episodic or situational telework. Requests should be written whenever possible, but may occasionally be appropriately made by telephone. Whether made in writing or by telephone, the Employer will document all requests and decisions. For this type of telecommuting, the Employer is not obliged to provide any special equipment or reimburse the employee for any related costs.

Section 5. Recall

Employees participating in telework programs must be accessible and available for recall to their regular offices for a variety of reasons. Employees may be called back for emergencies or new work assignments. A recall is not a termination of the flexiplace arrangement.

Section 6. Termination of Agreements

Employees may voluntarily terminate participation in flexiplace arrangements at any time; however, employees may be expected to continue working at their alternative worksite for a reasonable period to allow the Employer time to arrange a work station.

Supervisors may terminate agreements whenever:

- The arrangement no longer supports the mission;
- Performance standards are not being met or conduct is unacceptable;
- Normal production and quality of work are not being maintained;
- Costs of the agreement become impractical;
- Technology changes require return to the regular office;
- Reassignment causes a change of work; or
- Employees do not conform with the terms of their agreements.

The Employer will attempt to provide appropriate advance notice of the termination of an agreement to the extent practicable. The Employer will provide concurrent notification to the employee and the Union when terminating an employee's participation.

Termination of agreements may necessitate shared workstations in the regular office or reassignment to another office.

Article 7. Voluntary Allotments for Payment of Dues

Section 1. Dues Withholding

The Employer agrees to withhold the dues of Union members, as specified below, on a bi-weekly basis through payroll deductions. This article applies to all employees who are employed in bargaining unit positions (See Article I); who voluntarily complete written assignments authorizing the Employer to deduct dues from their pay (Form SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues) which, except as provided for below, may not be revoked for a period of one (1) year from the date on which deductions began, and whose net salary, after other legal and required deductions have been made, is sufficient to cover the dues.

Employees may obtain an SF-1187 from either the Employer's Labor Relations Specialist or the Union's President.

Section 2. The Union agrees to do the following:

- Notify the Employer in writing of the names and titles of officials authorized to make the necessary certification of SF-1187 forms.
- Forward a properly executed SF-1187 form to the Employer's Labor Relations Specialist.
- Provide the Employer's Labor Relations Specialist with a copy of the local Union's current dues rate schedule and any changes thereto.
- Notify the Employer's Labor Relations Specialist of the name and address of the person or party to whom the check shall be payable.

Section 3. The Employer, at no cost to the Union, agrees to work with the Finance Center, U.S. Fish and Wildlife Service to:

- Process the allotment of dues.
- Withhold current dues on a bi-weekly basis. There will be no withholding of back dues or other assessments.
- Withhold initial dues effective no later than the second full pay period after receipt by the Labor Relations Specialist of the bargaining unit employee's certified SF-1187. The Employer will date receipt on all SF-1187 forms received in the Personnel Office.
- Adjust the dues withheld from the salaries of the employees who have previously authorized dues withholding for the Union upon certification of a change in the regular dues schedule of the Union by a duly authorized Union officer or agent. This change shall be made no later than the second full pay period after the receipt by the Labor Relations Specialist of the certification. Remit the amount due the Union to the payee designated by the Union on the employee's payday. A grace period of seven (7) days will be allowed in unusual circumstances.

Section 4. The Employer will work with the Finance Center, U.S. Fish and Wildlife Service to ensure that the Union's designated agent receives quarterly a copy of a statement providing the following information:

- The names of all employees for whom deductions were made.

- The amount of dues withheld from each bargaining unit employee.
- The total number of employees from whom dues were withheld.
- The total amount of dues withheld.
- In addition to the above, the Employer will ensure that the Union's designated agent receives quarterly a copy of a statement providing the names of all bargaining unit employees by organization code.

Section 5. If the Employer receives an SF-1187 for an individual ineligible for dues deduction under this Article, the Employer shall return it to the individual with an explanation, and inform the Union. If the Employer receives an incorrect or incomplete SF-1187 for an eligible employee, the Employer will promptly return it to the employee or to the Union's President, as appropriate, explaining the reason for the return. The Employer shall promptly send the Union a copy of each Form SF-1187 it receives from any bargaining unit employee after the Regional Office has processed it.

Section 6. An allotment under the terms of this Article for the deduction of dues shall be:

Terminated when the Agreement between the Employer and the Union ceases to be applicable to a bargaining unit employee by reason of the employee's separation or movement into a position outside of the bargaining unit or when the bargaining unit employee is expelled from the Union or is no longer a member in good standing.

Terminated when, consistent with the provisions of 5 U.S.C. 7115, the employee submits to the Employer's Labor Relations Specialist a properly executed Form SF-1188 (Cancellation of Payroll Deductions for Labor Organization Dues) requesting revocation of dues withholding. Employees may submit requests for revocation at any time, but the Employer will effect them only as follows:

- For employees in their first year of dues withholding, as of the two-week pay period which begins on or after the anniversary of the effective date of their SF-1187.
- For all other employees, as of the two-week pay period which begins on or after October 1 of each year.
- After the President of the Union initials the SF-1187 and all other provisions of this section have been met.
- Temporarily suspended when the employee is temporarily promoted or assigned to a detail outside of the bargaining unit. The dues allotment shall be halted only for the period the employee is outside the bargaining unit and shall recommence automatically upon reentering the bargaining unit.

Article 8. Employee Rights and Benefits & Management Rights

Section 1. The Employer agrees, that to the extent possible and in accordance with applicable laws, rules, and regulations, to make every effort to ensure that employees are given fair and equitable treatment in all matters concerning conditions of employment.

Section 2. EEO Representation

Only the Union can represent an employee who wants representation when processing a complaint of discrimination under the negotiated grievance procedure. An employee processing a discrimination complaint outside of the negotiated grievance procedure has the right -- in accordance with applicable law, rule, or regulation -- to be accompanied and assisted by any representative of his/her choice (including the Union) at any stage (including pre-complaint counseling) if s/he so desires. The Employer will give each employee written notice of this right at the initial counseling session, will obtain the employee's written acknowledgments of its receipt, and will give the employee a blank designation of representative form. Representatives shall be free to assist employees without fear of retaliation.

Section 3. Confidential Financial Disclosure Reports

The Employer will process, store, and use these reports in accordance with applicable law and regulation. In particular, the Employer will hold them in strict confidentiality, consistent with the Privacy Act, and will prevent both unauthorized disclosure of financial data and any unwarranted invasion of personal privacy. To the extent not inconsistent with the above requirements and other internal security requirements, the Employer will allow the Union, upon request, to observe the measures it has instituted to comply with these requirements.

Employees who want a change in their filing status may seek the assistance of the Union when making a presentation to the Employer. The employee may present any and all information and evidence supporting the requested change. The Employer shall consider all such information and evidence and shall, within 30 days, make a recommendation for changing or not changing the employee's filing status and a copy of that recommendation will be provided to the employee.

Section 4. Employee Debts to the Service

Waiver of Overpayment. The Employer will give every consideration to recommending a waiver to the collection of an overpayment to the employee of any erroneous pay or allowance assuming the absence of fraud, misrepresentation, fault, or bad faith on the part of the employee. The employee is required to bring to the Employer's attention any unexplained increase in pay. All requests for waiver shall be submitted to the Employer within three (3) years of the discovery of erroneous payment. Failure on the part of the Employer to address requests for waivers in

accordance with this section shall be appealable through the Negotiated Grievance Procedure.

Debt Collection. If an employee owes a debt to the Service, the Employer will work with the individual to recover the debt through installment payments if s/he is unable to pay the debt in a lump sum. The minimum installment shall be no less than \$25.00. However, installment payments made by salary offset shall not exceed fifteen (15) percent of the employee's disposable pay.

Section 5. Drug Testing

No bargaining unit member is currently in a Test Designated Position (a position whose incumbent is subject to random drug testing), and the Employer currently does not subject bargaining unit members to reasonable suspicion drug testing. If either situation changes, the Employer will not require any bargaining unit member to submit to drug testing without first discharging any bargaining obligations it may have under 5 USC Chapter 71.

Section 6. Outside Employment

Bargaining unit employees are allowed to seek and accept employment outside the Service so long as it is consistent with applicable law and regulation. If an employee is not certain that his/her intended outside employment will or will not conflict with applicable law or regulation, s/he should -- as soon as possible prior to beginning outside employment -- send to the Deputy Ethics Counselor a copy of the written notice to the supervisor which the Service requires. [Note: Under 212 FW 1.6F (3), 06/24/01, employees are responsible for "Notifying their supervisors in writing of any outside work or activity that is to be performed frequently or on a standardized schedule. Reports must contain a description of outside work or activity, an estimate of the number of hours per week engaged in the outside work or activity, and a statement providing an opinion of any apparent or potential conflict of interest between the work or activity and official duties..."] The Employer will then promptly provide the employee with written advice that the intended outside employment, as described, will or will not be consistent with applicable law or regulation. The Parties remind employees that they must fulfill the duties of their Service positions regardless of any outside employment. To enable employees to accept outside employment, the Employer will consider requests for work schedule changes.

Section 7. Management Rights (5 USC § 7106)

1. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—
 - to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

2. In accordance with applicable laws—
 - to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - 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—
 - among properly ranked and certified candidates for promotion; or
 - any other appropriate source; and
4. To take whatever actions may be necessary to carry out the agency mission during emergencies.

Nothing in this section shall preclude any agency and any labor organization from negotiating—

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

Article 9. Zero Tolerance for Hostile Work Environment

Section 1. The Employer and the Union agree that ensuring a productive, peaceful and professional workforce environment through reciprocal respect between managers, employees, co-workers and supervisors is integral to the efficient accomplishment of the agency mission. Behaviors that create a hostile, humiliating or intimidating work environment, including abusive language or behavior (bullying) are unacceptable and will not be tolerated.

Section 2. Employees who believe they are subject to such behavior should raise the issue with the appropriate supervisor, the Alternate Dispute Resolution (ADR) process, a Diversity Change Agent or timely file a grievance. Concerns should be raised without

fear of retaliation and dissemination of incident information will be restricted to “a need to know” basis.

Section 3. The Employer agrees that within the constraints of funding and manpower, resources will be made available to inform employees of workforce violence policies, Employee Assistance Program (EAP) and training (e.g. Anger Management, etc.).

Article 10. Union Office, Supplies and Equipment, Official Time and Access to Information

Section 1. Union Office

The identified space on the first floor is sufficient without modification as to size. High windows will be added for natural light. Adequate ventilation will be provided. A phone and computer will be provided. Counter work spaces will be provided to include a corner work station for the computer. A desk chair will be provided. A bank of flipper door cabinets, doubled if possible, will be provided above the work counters. Additional under counter file cabinets will be provided if necessary. A table and four chairs will be provided.

Section 2. Supplies and Equipment

The Union can use existing government equipment (e.g., copier, fax, telephone, and computer and related equipment) and use government-purchased supplies as needed for official Union representational duties. The Union can use GMAIL to communicate with bargaining unit members for representational items related to official Union business. The Employer will provide the Union with furniture (e.g., desk, chairs, locking file cabinets), telephone, and computer, Fax Machine and related equipment that is responsive to Union needs and will maintain it in good working order. The Union's telephone number will be listed in the Regional Office telephone directory and the telephone will have voice mail capabilities. Union officers can use government telephone credit cards for calls made off-premises that are necessary for representational purposes.

Union work should be conducted in the designated Union work space. The Employer recognizes the desire of the Union to be responsive to inquiries that may be received at the Union official's work station. The Union and the Employer agree that on limited occasions, business lasting in duration of 5 minutes or so (not to exceed 30 minutes per week) may be conducted at the employee's work location.

Section 3. Union Office Hours

The Union will schedule regular office hours during which employees seeking the Union's assistance can meet with a Union representative and other representational work can be done. The advantages of regular Union Office Hours include the predictability for bargaining unit employees in knowing when Union officers will be available and for supervisors of Union officers in having advance information about

when employee-officers will be conducting Union business, as well as a reduction in interruptions for the officers at other times.

Each Union officer will seek the input of his or her direct supervisor before setting up the schedule. Known work assignments and travel will be taken into consideration by the Union officers when developing the schedule. The schedule will be projected at least a month in advance. The supervisor will have the opportunity to review and comment on the projected schedule. Both the Union officers and management will be flexible in accommodating work-related and Union needs and coordination between both Union officers and the supervisors involved will be needed to avoid conflicts in the projected schedule. Copies of the final schedule will be provided to the four supervisors involved, with a courtesy copy to the Employer's Labor Relations Specialist.

The Union officers may schedule up to three office hour periods each week. The scheduled hours will not exceed nine hours over three days or five hours on any single day.

Although office hours should constitute most of the time Union officers will be spending on representational activities, supervisors should expect the need for other official times needs for Union officers associated with events such as formal discussions, grievance meetings, and negotiations. Therefore the parties agree that documentation of specific activities during office hours is required. The official time form, attached as an appendix to this Agreement, will be utilized for tracking all office hour activities. The parties recognize that certain times of the year and/or incidents may place greater demands on the time required by the Union Representatives. The Parties therefore agree to work to ensure that the missions of the Service and the Union are accomplished.

During the scheduled office hours, the Union representatives may visit all areas of the Regional Office in order to inspect the working conditions of bargaining unit employees.

Section 4. Use of Official Time

Union representatives must seek and obtain approval from their immediate supervisor, or designee, before engaging in a representational function on official time. The official time form, attached as an appendix to this Agreement, will be utilized for this purpose.

The Union representative will advise, via the official time form attached hereto, the supervisor of the estimated amount of official time needed, where the Union representative may be reached and indicate the general reason for which official time is being requested. The Union representative is not required to divulge evidence going to the merits of the matter for which official time is requested.

The employee must obtain written approval from his/her supervisor before meeting with a Union representative during work time. The official time form, attached as an appendix to this Agreement, will be utilized for this purpose. The employee is not required to divulge evidence going to the merits of the matter for which official time is requested. The Union representative must assure that such arrangements have been made before the Union representative leaves his/her work area. Upon entering the work area other than his/her own to meet with an employee, the Union representative shall advise the immediate supervisor, or designee, of his/her presence, the employee to be contacted, and the estimated duration of the proposed meeting.

Contact between an employee and his/her Union representative will normally take place in the Union office or near the vicinity of the employee's work area.

Supervisory permission will be granted except where there are work-related reasons related to the mandatory coverage and/or mission of the functional area which precludes such release. Ordinary workload will not preclude the release of employees. The Union representative and employee will return to duty promptly after the meeting and advise the immediate supervisor of his/her return.

Section 5. Official Time

In accordance with 5 USC 7131, and other applicable laws, rules, and regulations, the Union shall be granted a reasonable amount of "official time" to fulfill its representational duties.

Timekeeping for Official Time Use:

- The official time form, attached as an appendix to this Agreement, will be utilized for tracking all official time used for representational activities. The employee and/or Union representative will retain a copy of the approved or disapproved completed official time form and provide the original to their respective supervisor.
- Union representatives will code each use of official time on their official time and attendance forms by using appropriate ABC code "9D" (or other appropriate code to indicate use of official time and not the Union representatives typical work-related code).

Review of Official Time Use

- After the official time process has been in place for six months, management and Union representatives will meet to review the use of official time. Any problems or changes will be discussed at that time.

Section 6. Union Use of Bulletin Boards

The Union may post notices on bulletin boards as long as they are not discriminatory, defamatory, or obscene and their content does not violate any law or government-wide regulation.

The Union and the Employer have mutually agreed to establish an electronic mail bulletin board containing labor relations information. The bulletin board will be available to all Regional Office employees. The bulletin board will be called #R5 Labor Relations. The Union will provide administration of the bulletin board. Information available on the bulletin board will include agreements, advisories, and other pertinent information relating to representational issues.

Section 7. Union Access to Information

The Union will make every effort to work with the Employer to define the information request in a manner that is both responsive to Union needs and the Employer's ability to provide the information. The Union will indicate in its written request the time frame within which it needs the information, which will be no less than five work days. The Employer shall give the Union all the requested information that it legally must provide under 5 USC 7114(b) (4) and as interpreted by case law. If the Employer cannot meet this deadline, it shall notify the Union in writing, provide an estimated delivery date, and furnish whatever information is available. If the Employer cannot meet this deadline and if the Union needs the information to meet a deadline imposed on it by this Agreement, the Parties will extend the deadline by the number of work days in excess of five (5) that the Employer uses to complete delivery. The Employer may also give reasonable consideration to Union requests for information to which it is not legally entitled under 5 USC 7114(b)(4).

Upon receipt of a written request for information, the Employer will contact the Union, if necessary; to ensure a common understanding of the particularized need so that the Employer can accommodate the request. The Union will submit requests for information to the Human Resources Officer (HRO). The HRO is responsible to assign and track the request to ensure the response is prepared in a timely manner. The point of contact will be the HRO.

Section 8. Union Lobbying

The Union will be given four opportunities per year, not to exceed 32 hours to lobby members of Congress on matters of working conditions for bargaining unit employees. The Employer (DRD) will seriously consider any request for additional time the Union may request to lobby members of Congress on matters of working conditions for bargaining unit employees.

Article 11. Staffing and Classification

Section 1. The Employer and the Union agree that we want to provide career track opportunities, to the greatest extent possible, for our employees.

Section 2. The Employer will provide the Union with a listing of hires, promotions, and separations, on a monthly basis.

Section 3. The Employer will hold periodic training sessions for employees on merit staffing procedures. The Employer and the Union will work together to develop the employee training session, including agenda, frequency, and length.

Section 4. It is agreed that employees are entitled to position descriptions that are complete and accurately describe the duties of the positions that they perform. The Employer agrees to ensure that employees will be working under position descriptions that are properly classified and graded. Employees are encouraged to work informally with their first level supervisors to ensure the accuracy of position descriptions and grade levels. It is further understood that the work of classifying and grading position descriptions is the responsibility of the Personnel Office, and the Union is not responsible for ensuring that employees receive promotions. It is understood that employees have the right to Union representation in many situations. This includes, but is not limited to, grieving the accuracy of their position descriptions, as well as situations where, in attempting to resolve discrepancies with the first and second level supervisors, as employee determines that a Union representative is desired. The following process is adopted to provide assurance that these principles are adhered to:

- Employee should approach first line supervisor, either verbally or in writing, to discuss perceived discrepancies between the classified position description and assigned duties.
- If, after verbal discussions with the first line supervisor, the employee's concerns have not been accommodated, the employee is expected to document their perceived discrepancies in writing, for consideration by the first level supervisor.
- If, after steps 1) and 2), the first level supervisor does not respond, the employee may meet with the second level supervisor, with a written statement of how the duties being performed are different from those outlined in the position description.
- The second line supervisor will consider the input of the employee, and, if they find that the submittal seems to merit further review and possible action, will work with the first level supervisor to resolve any discrepancies presented by the employee and ensure that the position description is accurate.
- If, after exhausting steps 1) through 4) above, the employee may elect to pursue a grievance on the accuracy of his/her position description, or appeal the classification of his or her position, using procedures outlined in 225 FW 1, as appropriate.

Section 5. The Employer agrees to notify the Union when there is a management-initiated reclassification of a Bargaining Unit position that results in a lower grade for a

Bargaining Unit employee.

Section 6. Whenever action is proposed to modify the position description of any encumbered position in the Bargaining Unit to any extent, the position description shall be submitted to the employee, with an opportunity to discuss the impact of any changes prior to effecting any official change of the position description.

Article 12. Disciplinary and Adverse Actions

Section 1. It is in the Parties' mutual best interest to use early intervention to avoid situations where formal disciplinary action is needed whenever appropriate. The Employer and the Union agree to work together to prevent conduct problems before there is a need to take formal disciplinary action. Discipline is to be taken when more positive techniques, such as counseling, are deemed inappropriate or ineffective. When practical, actions should be taken on a progressive and constructive basis. However, the Parties recognize that it is the Employer's discretion to determine an appropriate penalty on a case by case basis. The Employer shall administer discipline fairly and equitably.

The parties agree to the following definitions as they relate to correcting behavior and/or performance related matters:

“Formal Disciplinary Action” –

- C) Written reprimand or suspension of Fourteen (14) days or less; and
- D) Suspensions of more than Fourteen (14) days (Adverse Action).

“Positive Techniques” and “Early Intervention” include but are not limited to, the following in any combination:

- 9) A verbal or written counseling between the supervisor and the employee that is intended to correct unwanted behavior or work performance;
- 10) Union Counseling;
- 11) EAP Counseling;
- 12) Mediation;
- 13) Employee and/or work unit training;
- 14) Position restructuring or reassignment;
- 15) Increased feedback or other communication;
- 16) Team building projects or meetings.

It is the policy of the Service that disciplinary and adverse actions will be taken against employees only for such reasons as will promote the efficiency and effectiveness of the Service's mission. When it is determined that disciplinary actions are necessary, they shall be taken fairly, reasonably, for just cause, and in accordance with applicable laws, rules, regulations, and policies (227 FW 2).

Employees can expect the process, including early intervention, to be applied consistently

for all employees unless circumstances indicate the need to do otherwise. Employees can also expect that when the facts indicate that circumstances are the same, the process and any resulting disciplinary actions taken by the employer will not be disparate.

Section 2. Early Intervention

Early intervention may occur with an individual employee and/or on a work unit basis and may include, but is not limited to, the following in any combination: supervisory counseling, Union counseling, EAP counseling, mediation, employee and/or work unit training, position restructuring or reassignment, increased feedback or other communication, team building projects or meetings, etc.

Employees shall be offered an opportunity to avail themselves of the services of EAP, CORE, or Union intervention before problems rise to the level of an adverse action. This opportunity will take the form of a packet of information on contacting various parties (EAP, CORE, Union). First-level and second-level supervisors and ARD's are expected to provide these packets to employees who may benefit from this information.

Section 3. Education and Training

The Employer and the Union agree to work together to increase the work place understanding of the laws, rules, regulations, and policies pertaining to appropriate conduct.

Section 4. Procedures

General. A disciplinary action is any action taken against an employee for cause. An adverse action is any action which reduces an employee's grade or pay.

Notice. A notice of proposed adverse action for cause against an employee shall be in writing and shall inform the employee:

- of the specific reasons for the proposed action
- of the name of the deciding official to whom the employee may respond
- that the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer
- that the employee's response will be considered by the deciding official
- that the employee may be represented by a Union representative or other representative
- of the employee's duty status during the notice period,

- that the employee and/or representative shall be granted a reasonable amount of official time to receive and prepare an answer to the notice
- that the employee or his/her representative must request information or a time extension within 7 days of the date of the notice. Failure to do so may result in the loss of the employee's rights to request information or time extension in this process.

Deciding Official. The deciding official is the individual who makes the final decision to issue a letter of reprimand, suspension, separation, or other disciplinary action.

Response to Proposed Notice

- Upon receipt of a notice of proposed action, the employee will have 7 days to request information or an extension of time in which to respond. If no request for information or time extension is made, the employee will have 14 days in which to respond to said notice. The employee will specify in their request for an extension of time the date on which they will make the response.
- If a request for information or time extension is made by the employee, the Employer will acknowledge such request in writing, and act on the request in a timely manner.
- Once the Employer has acted on a request for information, the employee shall have 14 days to respond to the notice of proposed action when all legally permitted information has been provided or the information request has been denied in its entirety. The Employer will provide information to the employee as it becomes available.
- If a time extension is granted, the employee will have until the date specified in the request to respond. If the request is denied, the employee will have 14 days from the date of denial. The deciding official may approve an extension of time that is less than that requested but more than the 14 days allowed under a denial.
- Unless it believes that the employee has committed a crime for which a sentence of imprisonment may be imposed, the Employer will give the employee at least thirty (30) calendar days advance written notice of any disciplinary or adverse action it proposes to take in accordance with 5 CFR 752 subpart C, including removal, suspension for more than fourteen (14) days, reduction in grade or pay, or furlough for 30 days or less. The employee will have at least fourteen (14) calendar days in which to reply to the official who will make the decision on the proposal.
- When the Employer believes that the employee has committed a crime for which a sentence of imprisonment can be imposed, it will give the employee

at least seven (7) calendar days advance written notice of the proposal and at least seven (7) calendar days in which to reply to the official who will make the decision on the proposal.

- Upon request by the employee, the Employer shall provide the Union with a copy of the proposed disciplinary action against the employee.

Final Decision

- The employee shall be advised that he/she has the right to appeal the decision under the negotiated grievance procedure or to the MSPB (for applicable adverse actions) but not both. If applicable, the appropriate MSPB address shall be included in the decision letter.
- The Employer will provide the decision on the proposed action within 30 days, upon receipt of the employee's response to the proposed action. Should additional time be needed, the Employer will notify the employee and his/her representative of the reasons for the extension and the date upon which the final decision can be made.
- The Employer will make information requests as soon as possible after receipt of employee/representative response as is practicable. The Employer will make final the decision within 30 days after receipt of outstanding information.

An employee who is being examined in connection with an investigation by their supervisor or another Employer representative may request the assistance of a Union representative if the employee reasonably believes that the investigation may result in discipline against him or her. If the employee makes such a request and the investigator wishes to go forward with the examination, the Employer will notify, via e-mail, return-receipt requested and telephone, the Union, and afford it the opportunity to be present. If the Union wishes to be present and there is no Union representative available at the time, the questioning will be delayed until such Union representative is available, but no more than two business days following notification of the investigation. If the employee makes no request for Union representation or the Union chooses not to send a Union representative, the Employer will allow the examination to begin.

Article 13. Contracting Out for Temporary Help Service

Section 1. Use of Private Sector Temporary Services

The Employer and the Union agree that Service employees are very highly valued and are critical to the completion of the Agency mission. It is in the Parties' mutual interest to ensure that employees are as secure in their positions as possible, while at the same time providing a work environment that minimizes undue stress and provides for the orderly and efficient accomplishment of work. The Employer has a

broad array of options available to accomplish work, including contracting, hiring additional staff, additional training and details, overtime work, and working with work unit staff to identify alternative methods to accomplish the work. To the extent practical and possible, the Parties agree that it is preferable to assign the work of the Service to employees.

The Employer will consider the above options before deciding to utilize private sector temporary services. Private sector temporary services cannot be used to circumvent employment levels, to avert regular recruitment procedures, to displace a federal employee, or in lieu of appointing a displaced or surplus federal employee.

The Employer agrees to comply with 5 CFR 300 subpart E in it's entirely concerning the use of private sector temporary services.

If the Employer decides to a function currently being performed by employees that may negatively impact those employees, the Employer will notify the Union to bargain in accordance with 5 U. S. C. 7114(a).

Article 14. Negotiated Grievance Procedure

Section 1. The purpose of this Article is to provide the sole procedure for mutually settling grievances over the interpretation and application of the provisions of this Agreement and grievances relating to personnel polices, practices, and matters affecting working conditions that are controlled by the Agency rules and regulations. Excluded from this procedure and matters covered in U.S.C. 7121(c) such as:

- Any claim violation of Subchapter III of Chapter 73 of this title (relating to prohibited political activity).
- Retirement, Life Insurance, or Health Insurance.
- A suspension or removal under section 7532 of this title.
- Any examination, certification, or appointment.
- The classification of any position which does not result in the reduction in grade or pay of an employee.

Section 2. 5 U.S.C. 7121 (d) provides that an employee may, when grieving or appealing certain actions or alleged actions, elect to process the grievance or appeal under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised his/her option to raise the matter under either a statutory procedure or the negotiated grievance procedure at such time as the employee timely initiates an action under the applicable statutory procedure, or timely files a grievance in writing, in accordance with the provisions of the negotiated procedure, whichever event comes first. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit System Protections Board to review the final

decision in the case of any action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

Actions covered by optional procedure include:

- Adverse Actions (removals; suspensions for more than 14 days; reduction in grade or pay; furlough of 30 days or less.)
- Unacceptable Performance (demotions and removals).
- Allegations of discrimination (race, color, religion, sex, age, national origin, marital status, political affiliation and handicapping conditions).

Section 3. Issues of an institutional nature, or issues of broad applicability, should first be brought to the attention of the chief negotiator/s. If the issue cannot be resolved at that meeting, refer to Section 7 below.

Section 4. If several employees have reasonably similar grievances, it is agreed that the Employer will call all the aggrieved employees together, if necessary, with the Union representative, and request them to select one case for processing. The decision on the selected case will be binding on all the other cases. If an employee refuses to participate in the grievance, he/she has the right to process his/her grievance individually.

Section 5. An employee or group of employees, if they do so desire, may present a grievance on matters pertinent to the interpretation or application of this Agreement without the intervention of the Union. They must however, use the negotiated grievance procedure as outlined in Section 6 below, and a representative of the Union will be entitled to be present at all meetings between parties, commencing with Step 2. If the employees elect not to be represented by the Union, they may not pursue the grievance beyond the DRD. If they elect to be represented, they must be represented by an official of, or approved by, the Union. The adjustment of the dispute cannot be inconsistent with the terms of the agreement.

Section 6. In the event a complaint is initiated by an employee, it will commence with Step 1 of the procedure outlined below. A complaint initiated by the Employer or the Union will be processed in accordance with the procedure outlined in Section 7 of this Article.

Employee Grievance Process

Step 1. The complaint shall first be taken up by the aggrieved employee at the lowest appropriate supervisory level, normally with his/her immediate supervisor. This shall be done within ten (10) workdays after the event or action prompting the complaint. The employee may be represented or accompanied by a Union representative or representative approved by the Union if he/she so desires. In

this discussion, the persons involved shall make whatever investigation is necessary and shall give an answer orally to the aggrieved employee as soon as practicable, but within five (5) workdays after the date of discussion. It is expected that most grievances will be settled at this level. If no satisfactory settlement is reached at this step, and the employee desires to pursue the complaint, he/she must reduce the grievance to writing. The employee must indicate in this written referral whether he/she desires to be represented by the Union. If the employee elects not to be represented, any references to Union representation or concurrence in Steps 2 and 3 below do not apply.

Step 2. The grievance, once reduced to writing in the attached grievance complaint form, must be submitted by the employee, or Union representative, to employee's Assistant Regional Director (ARD) of that department within ten (10) workdays after receipt of the immediate supervisor's decision. The written grievance shall specify the exact nature of the grievance, provide pertinent information related to the grievance, and the resolution desired. The ARD, or his/her representative, shall schedule an appointment to meet with the employee to discuss the grievance within five (5) workdays after receiving written notice. If the employee has elected to be represented, he/she will be accompanied and represented at this discussion by an officer of the Union. The decision shall be rendered, in writing, to the employee and the Union, as soon as possible, but not later the ten (10) workdays following the discussion.

Step 3. If the employee is dissatisfied with the Step 2 decision, he/she may, with the concurrence of the Union, refer the grievance in writing to the Deputy Regional Director (DRD) within ten (10) workdays of receipt of the Step 2 decision. The DRD (or designated representative) shall arrange to meet within ten (10) workdays with the representative involved and the grievant in an effort to reach settlement of the grievance. The DRD's decision shall be rendered, in writing, to the employee and the representative, as soon as possible, but not later the ten (10) workdays following the discussion. When a representative for the DRD has been designated for the purpose of investigation, the designee shall make available to the grievant that portion of the investigation that represents the position of the grievant and if applicable the grievant's representative. The grievant and his/her representative shall have five (5) working days to provide written comments relating to the accuracy of that portion of the investigative report before it, along with those comments, are submitted to the DRD for a decision.

Step 4. If the Union is not satisfied with the decision made in Step 3, the Union may decide to take the matter to arbitration by notifying the DRD and Labor Relations Specialist in writing of their desire to invoke arbitration within fifteen (15) workdays of receipt of the Step 3 decision. Further processing of the case shall be in accordance with the Arbitration section below.

Section 7. Grievances initiated by the Employer or the Union will be submitted to the DRD or the President of the Union, as appropriate. The Parties shall arrange to meet

within ten (10) workdays after the complaint has been filed in an effort to reach settlement of the grievance. Following the meeting, the deciding official shall render a decision in writing to the other party as soon as possible, but no later than fifteen (15) workdays following the discussion. If either party is not satisfied with the decision, they may submit the grievance to arbitration by notifying the other party of their intent in writing within fifteen (15) workdays of receipt of a decision. Further processing of the case shall be in accordance with the Arbitration Section (Section 12).

Section 8. At any of the above Sections, requests for extensions will be granted based on legitimate circumstances that preclude timely resolution.

Section 9. At every applicable step of the grievance procedure, the Union, when designated as the representative of the employee, or the employee himself/herself, and the Employer may call a reasonable number of relevant employee witnesses who shall suffer no loss of pay or leave for such service. Regular time (in lieu of Overtime) will be paid to such witnesses, the appellant, or Union representative, in connection with such proceedings.

Section 10. Immediate supervisors and/or other appropriate levels of supervision who have had an opportunity to hear and decide the grievance will not normally be permitted to attend successive step unless they are relevant witnesses.

Section 11. The Employer, insofar as permissible without violating laws, regulation, or government policy, and upon written request, shall provide the Union representative, and/or the employee, with necessary pertinent information from official records to aid in resolving specific grievances. Reason for not furnishing such information will be provided the parties involved within five (5) workdays.

Section 12. Mediation as an Alternative Dispute Resolution Technique

The Parties recognize that mediation can be an effective way to work out employee disputes, complaints, and grievances and encourage its use. Mediation uses a neutral third party from Federal Mediation Conciliation Service (FMCS) to help explore ways to resolve employee differences. It is informal, less adversarial, and completely confidential.

Mediation preserves options, since the parties enter into mediation without losing their right to formal grievance process. Mediation can be conducted early in a dispute, thus resulting in resolution much faster than can be achieved with more formal processes. In addition, addressing differences early on, before parties become polarized and set in their positions, helps preserve a positive and cooperative working relationship between the Union and the Employer.

With mediation, the parties are asked to give their individual perspective on the conflict and to define the problem in terms that express their needs and interests, rather than their individual solutions. The mediator may meet with the parties individually to help the parties better understand the dispute and how individual needs

and interests can be considered in a broader context. The mediator assists the parties explore creative solutions that take into account the interests and concerns of both parties. Whether or not an agreement is reached, the parties should end up with a clearer understanding of the underlying issues and each other's interest from participating in the process.

Section 13. Arbitration of Unresolved Issues

A request for arbitration must be submitted to the appropriate party within 15 work days following the conclusion of the grievance process.

The Party seeking arbitration shall at the same time ask the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven impartial persons qualified to act as arbitrators, with detailed background information, and shall include a copy of the request to FMCS as an attachment to the request for arbitration. A brief statement of the nature of the issue in dispute and any other special requirements will accompany the request, to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The request shall also include, as appropriate, a copy of the collective bargaining agreement, other agreement, law, regulation or rule on which the Parties' dispute centers. The parties shall meet within seven (7) work days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will each strike an arbitrator's name from the list of seven and shall repeat this procedure until only one name remains. The remaining name shall be the selected arbitrator. The decision regarding which party shall strike the first name will be determined by the toss of a coin.

If for any reason either party refuses to participate in the selection of an arbitrator, the remaining participant will be empowered to make the selection of an arbitrator to hear the case.

The Employer shall reimburse, in accordance with the Federal Travel Regulations, the travel expenses of Union representatives and witnesses for arbitration occurring outside the Regional Office.

Working with the arbitrator the Parties will attempt to schedule the hearing as soon as possible.

The arbitrator's decision will be in writing and will include an analysis of the basis of his/her decision. The arbitrator's decision will be forwarded to both parties. If neither Party files a timely exception with the Federal Labor Relations Authority, it will be implemented no later than the first work day following the expiration of the period allowed for filing exceptions.

No witness shall testify unless his/her name appears on a written witness list submitted to the other Party's representative at least five (5) work days before the hearing.

The losing party shall pay the arbitrator's fees and expenses. If the arbitrator issues a split decision, s/he will allocate fees and expenses as part of his/her decision. Should either party request professional transcription services of the proceedings, the requesting party is responsible for paying for those services in total.

Article 15. Alternative Dispute Resolution (ADR) Procedures for Unfair Labor Practices (ULP)

Section 1. A ULP may be filed by either the Employer or the Union consistent with the Federal Service Labor/Management Relations Statute (5 USC 7116).

Section 2. The Parties agree that the resolution of differences in the most expeditious manner is in the best interest of all concerned, and that alternatives to expensive litigation are in the best interest of the Government and the public trust. Therefore, the following procedures apply:

Prior to filing a ULP, the Parties agree to meet within fifteen (15) days of receipt of the complaint from the charging party to discuss the issue(s) involved and make a good faith attempt at informal resolution. The attempt will be focused on the open exchange of the views, supporting facts and information, concerns and the interests of the Parties. The fifteen (15) day time frame may be extended or waived by mutual agreement of the Parties.

Nothing in the Article is intended to compromise or restrict the statutory rights of the Parties.

Article 16. Contract Amendment Procedure

Section 1. Where both Parties agree, items agreed to in impact and implementation negotiations shall be added to this contract as addendum upon signature by both Parties and are subject to the review and approval procedures outlined in Section 2 of Article XVIII.

Article 17. Distribution

Section 1. The Employer shall give all new employees who enter the bargaining unit a printed copy of the current negotiated contract and a NAGE Welcome Packet which is contained in a small, white folder 8 ½" X 11" and that briefly summarizes the benefits available to members.

Article 18. Contract Term and Effective Date

Section 1. The term of the contract shall be Five (5) years after the effective date, subject to the following provisions:

At the end of the Five (5) years, the parties will meet to discuss and attempt to resolve any specific needs related to any specific provisions that have been identified through implementation or attempts to implementation. This could involve missing parts of existing articles. In addition the parties agree to:

- Have all current articles open for negotiation and
- Meet to discuss up to three (3) new articles that have been proposed unilaterally.

Section 2. This Agreement shall become effective upon ratification of the Union members, execution by the Parties, and Agency head approval. At the conclusion of negotiations the Union will be given a sufficient amount of time during duty hours to meet with interested Union members to obtain ratification of the Agreement. Upon ratification by the Union membership, the Parties will execute (sign and date) the Agreement. If a portion or portions of the Agreement are not ratified or are disapproved by the Agency head, only those portions shall be renegotiated and the rest of the Agreement shall be enforced. This Agreement shall be effective upon the earlier of either Agency head approval or the 31st (31) calendar days after execution.

Section 3. By request of either party, this Agreement may be amended via Amendments after both parties mutually agree to act upon the request. Negotiation of any such amendment will begin within thirty (30) calendar days after the receipt of such a request. The request for an amendment by either party will be in writing and include a summary of the basis for the request. Any amendment(s) to the Agreement are subject to the review and approval procedures as outlined in Section 2 above.

Section 4. In addition, in the event any new regulations or changes to existing regulations require an amendment of this Agreement, the Parties will meet and negotiate any such amendment within thirty (30) calendar days. The agreed upon changes will be reflected in a Memorandum of Understanding/Memorandum of Agreement.

Section 5. The terms and conditions of this contract shall be honored during any period of renegotiation until superseded by a new Agreement. This would also apply at the time of contract expiration if no new issues subject to negotiation are raised by either Party.

Article 19. Competitive Sourcing

Section 1. The Parties agree to work in cooperation to obtain and share information on outsourcing of bargaining unit jobs. Management will make continuous, concerted efforts to obtain information on outsourcing from administrative levels above the Regional Director and share the information with the Union. The outsourcing process shall comply with all laws and government wide rules and regulations that govern such activities.

Article 20. Reduction-In-Force and Outplacement

Section 1. Reduction-in-Force Policy

Through careful planning and use of other administrative techniques to the extent it determines practicable and in the public interest, the Employer, through its management officials at all organizational levels should seek to avoid the necessity of entering into a formal reduction-in-force (RIF) action, and to lessen the impact should a RIF be necessary. Such techniques include:

Before a RIF: not filling vacancies with candidates from outside of the Regional Office absent just cause (no qualified affected employees, an immediate need to fill, etc.); retraining; and lateral reassignments.

During RIF: waiving non-mandatory qualification requirements whenever possible.

The Employer agrees to conduct a RIF only when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties. Office of Personnel Management (OPM) and agency regulations will be observed by the Employer and the Union in carrying out their responsibilities throughout the RIF process. The provisions of this article will apply to all RIF actions affecting unit employees.

Section 2. Procedure

Union Contact. The Union will appoint a Union contact at the level where the RIF will take place for the purpose of ensuring compliance with regulations. Prior to implementation of a RIF, the Union will receive a copy of such proposed action, including the reason for the RIF.

Early Retirement. Depending upon circumstances and extent of the RIF, the Employer will initiate a request through appropriate channels for Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Payments (VSIP) authority.

Notification. When the Employer makes a decision to conduct a RIF, the Employer will notify, in writing, as soon as possible, but no later than thirty-five (35) days in advance of the effective date of the RIF, the Union President or designated Union contact. The Union will be provided in the notification with the following information concerning the RIF:

- competitive area(s) and competitive level(s);
- copies of law, OPM, and agency RIF regulations;

- copies of grade and pay retention law and regulations;
- copies of regulations on veteran's preference rights, including those for veterans with a Service-connected disability of 30 percent or more;
- applicable retention registers which are, or become, available to management;
- tentative positions to be abolished (by series, grade, and position number and organization identity);
- copy of the Service's correspondence authorizing the Employer to conduct a RIF;
- copies of RIF template letters;
- copies of CTAP and ICTAP regulations; and
- copies of the regulations on severance pay;
- Separation notices to employees eligible for severance pay will include information on severance pay and a severance pay estimate.

Impact Bargaining. The Parties will conduct bargaining in accordance with 5 U. S. C. 7114 (a).

Implementation. The Union contact will meet with management as frequently as necessary to assess compliance with the provisions of this agreement with RIF procedures. Management will undertake actions to provide effective placement of personnel involved in the RIF.

Section 3. Authorized Official Time

The Union contact shall be permitted official time during duty hours to represent employees in accordance with this agreement. Official time must be authorized in advance by the immediate supervisor. Such approval will be given except where unreasonable disruption of the flow of work would occur.

Section 4. Outplacement

Reorganizations or Reductions-in-Force. The Employer agrees that in the event of a RIF or a reorganization, an active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills and experience, in accordance with applicable rules and regulations.

Procedures: The Union and management will jointly encourage each employee to see that his/her personnel file and application are up-to-date as soon as the RIF or

reorganization is announced. Employees possessing skills in more than one area will be considered for vacant positions within those occupational areas for which he/she is qualified.

Section 5. Eligibility

A tenure group I employee (career employee) is eligible for the program for 2 years, and a tenure group II employee (career-conditional employee) is eligible for the program for 1 year, from the date the employee is entered in the program. Additionally, an individual is taken out of the program before the eligibility expires when the employee:

- Voluntarily separates or retires from Federal Service;
- Accepts a valid offer made under the program;
- Requests removal; or
- Refuses one (1) valid offer made under the program.

For the purposes of this section, a valid offer is one, of a position at the same pay and/or grade as the position of record, or one that the employee states is acceptable. In accordance with rules and regulations, management will consider grade and geographic location in making placement offers to employees involved in a RIF.

Article 21. Continuous Learning

Section 1. The Parties endorse the Service goal of providing all full-time employees each fiscal year with at least forty (40) hours of continuous learning as defined in 231 FW 1.

To make that goal as realistic as possible, the Employer will provide every employee with an Individual Development Plan (IDP) as a part of the performance management process. Unless an employee is very close to leaving the Service, the Parties believe that a carefully prepared, regularly reviewed and updated IDP is beneficial for each employee and the Service. The Employer will also ensure that every employee in a training program whose governing regulation requires an IDP will have one. IDPs shall be implemented as described in 231 FW 2 and as herein modified.

Section 2. Procedures

IDPs will be developed on FWS Form 3-2020B or successor at the same time as performance plans for the new appraisal period or for assignment to a new position are established. The Employer will honor at any time the request for an IDP by an employee for whom an IDP is optional.

IDPs will cover, as applicable to each employee, the objectives outlined below.

- Meeting mandatory training needs;
- Correcting performance deficiencies;
- Providing employees with the skills, knowledge, and abilities necessary to accommodate changing mission and policies, and state-of-the-art advances in occupational specialties and technology and equipment;
- Developing skills not available through recruitment;
- Meeting the Service's future staffing requirements and providing career opportunities through the systematic development of employees' potential; and,
- Training needed for job-required licensing and professional certification.

The Parties endorse the IDP as a living document that always reflects as much as possible the needs of employees and the Service. Therefore, IDPs will be reviewed as part of each quarterly performance appraisal progress review for progress in and completion of developmental activities, as well as whether changes in needs or situations have made modifications necessary. Supervisors and employees will indicate completion of each review by initialing and dating the "Date Completed" box.

Article 22. Mail

Section 1. Mail addressed to the Union will be delivered unopened.

Section 2. Mail in which the recipient is clearly identified will normally be delivered to the addressee unopened. When it is absolutely necessary to open mail in order to identify the recipient, for security reasons and in extended absence of the employee, the name of the recipient and address must be recorded on such correspondence and the opened envelope stapled to the correspondence before routing.

Section 3. The Employer can designate a central point recipient (contact) to receive time-sensitive material and controlled documents, and shall direct senders to correspond with that contact.

Section 4. At their discretion, employees may designate another employee to open their individually-addressed mail. Designations must be in writing.

Article 23. Safety

Section 1. Protective Gear or Equipment

It is the responsibility of the Employer to provide safe working conditions and encourage the development of a safe work environment. The Union will cooperate with and assist the Employer to live up to the responsibility.

Recognizing there is a need to provide employees with functional, durable and comfortable components that are appropriate for assigned duties and area climates while promoting employee , the following procedures are established for employees requesting protective gear or equipment:

- The employee shall first provide a written request to their first level supervisor explaining the need for such protective gear or equipment. The request should note if such gear or equipment is in the employee's position description.
- If the employee and the first level supervisor cannot come to agreement on the requested equipment, the matter shall be referred to the Safety Officer for recommendations on possible resolution of the issue.

Unresolved issues will go to the appropriate ARD for resolution.

Section 2. Emergency Situations

The following administrative procedures will be used to excuse employees in the Hadley Regional Office when snow emergencies, severe icing, floods, earthquakes, hurricanes, air pollution, power failure, interrupted public transportation services or other situations that prevent significant numbers of employees from reporting to work on time or causes the closure of all or some Federal Offices in the area.

If inclement weather or other condition makes it necessary to delay the opening or closure of the Regional Office, one of the following announcements will be placed on the snow phone. Employees are encouraged to call the snow phone at (413) 253-8413 if the situation looks questionable prior to the start of the normal work day to receive a recorded message about the possible delay or cancellation of work that day. These messages will be posted as early as possible, but no later than 5:30 am.

The U.S. Fish and Wildlife Service (Service) Hadley Regional Office will open at specified time:

- The Regional Office will open at a later time, as specified in the announcement. Unless you are a designated "essential" employee whose services are required despite inclement weather, do not report for work any earlier than the time specified in the announcement. This will permit safe

travel, and allow the approach road to the Regional Office, parking lots and walkways to be cleared before the arrival of employees. Employees will be excused from duty without loss of pay or a charge to leave until the specified delayed opening time. Essential employees are to report for work at their regular times.

Delayed Arrival Message: Today is _____. The U.S. Fish and Wildlife Service Hadley Regional Office is open under a delayed arrival policy. All employees are encouraged to delay their arrival until [specified time].

- If the Regional Office has a delayed arrival, the building is open as usual, however, employees who are scheduled to work do not have to report to work any earlier than the time specified in the announcement. This will permit safe travel and allow our road, parking lot, and walkways to be cleared before employees arrive. You will be excused from duty without loss of pay or a charge to leave up to the specified delayed arrival time. The snow phone announcement will state if any essential personnel are required to report regardless of the weather conditions.
- If you face weather and road conditions in your commuting area that make you uncomfortable commuting to work at the delayed arrival time, you may take annual leave, compensatory time, or leave without pay (LWOP) after the delayed arrival time without your supervisor's prior approval. This practice is known as liberal leave. You must call your supervisor within one (1) hour of the delayed arrival time to let him/her know what you are doing.

Liberal Leave Message: Today is _____. The U.S. Fish and Wildlife Service Hadley Regional Office is open but is operating under a liberal leave policy.

- If you face weather and road conditions in your commuting area that make you uncomfortable commuting to work at your regular start time, you may take annual leave, compensatory time, or LWOP without your supervisor's prior approval. You must call your supervisor within one (1) hour of your regular start time to let him/her know what you are doing.

Liberal Leave for Other Related Conditions: If the Regional Office opens at its normal time, you may take annual leave, compensatory time, or LWOP without your supervisor's prior approval when the weather is severe enough to cause your community and neighboring communities, or the State, to ban driving on certain roads and there are no alternate routes for you to use to drive to work. You must call your supervisor within one (1) hour after your regular start time to explain the conditions and let him/her know what you are doing.

Office Closure Message: Today is _____. The U.S. Fish and Wildlife Service Hadley Regional Office is closed.

- The Regional Office will not open, and employees (except those designated essential) will be excused from work for the entire day without loss of pay or a charge to leave. Just as on Saturday and Sunday, the day will not be a workday for leave purposes, so the employee will not be charged Annual Leave, Sick Leave or Compensatory Time for a scheduled absence which occurs when the office cannot be opened. However, if an employee is in a non-pay status on the days immediately before and after the day the office is closed, that employee will be in a non-pay status on the day the office is closed. The snow phone announcement will state if any essential personnel are required to report regardless of weather conditions.

If it becomes advisable to close the office during the workday, it will be announced over the Public Address system.

During inclement weather closures, employees who telework and have the ability to telework are expected to work at their alternate work site as long as the alternate site is accessible. Supervisors may, on a case-by-case basis, excuse a teleworker from duty during an inclement weather closure if the employee faces a personal hardship (e.g., childcare issues, inability to get to the alternate worksite, etc.) that prevents him/her from working successfully, or if the employee's duties are such that he/she cannot continue to work without contact with the regular work site.

Liberal Leave for Other Emergency Situations

If the Regional Office opens at its normal time, and you are a nonessential employee, you may take Annual Leave, Compensatory Time or Leave Without Pay without your supervisor's prior approval either when the weather is severe enough to cause the employee's community and neighboring communities to close their schools, recommend against driving except for emergencies, etc., or the effects of severe weather (such as downed trees and power lines) or other types of emergencies (e.g. earthquake, fire, explosion, etc.) cause the employee's community, neighboring communities or State to ban driving on certain roads, and there are no alternate routes to the Regional Office. The employee must call their supervisor as quickly as possible, but no later than one hour after the employees starting time. In addition Liberal Leave will be available to employees during the work day as described in the section above.

In considering when to authorize the early dismissal of employees the Regional Director (or designee) will take into account those conditions that could impact the health and well being of employees. Possible actions include office closure and supervisor's discretion to grant other forms of leave.

Section 3. Building Conditions

The term "imminent danger" means any condition or practice in any workplace which can reasonably be expected to cause death or serious physical harm immediately or

before there is sufficient time for the imminence of such danger to be eliminated through normal procedures. In the case of imminent danger situations, employees shall make reports by the most expeditious means available. The employee has the right to decline to perform assigned tasks because of a reasonable belief that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and statement procedures. In these instances, the employee must report the situation to his/her supervisor or the next immediately available higher level supervisor. The supervisor will take appropriate action if/she believes the condition, or corrected condition, poses an immediate danger. Conditions found not to pose an immediate danger will require the employee to return to duty.

Article 24. Use of Government Equipment and Telephones

Section 1. The parties agree that the employer will keep employees informed on the current policies of government equipment use by employees during duty hours and non-duty hours. Limited personal use of government equipment is authorized by the Department of Interior in 410 DM 2 and can be found at <http://www.fws.gov/policy/m0096.html>. Department of Interior, FWS policies on [Limited Use of Government Equipment and Telephone Use](#) can be found in a Memorandum dated June 14, 2000: <http://www.fws.gov/policy/m0096.html>.

Section 2. To learn more about the personal use of Government equipment contact the personnel office.

Article 25. Day Care

Section 1. To further enhance employee's ability to balance work and home life, the Employer and the Union agree to work in partnership to develop child care services, including:

- Develop and maintain a directory of child care providers in the area.
- The employer will assist the Union on pursuing contacts with other agencies and organizations.
- The employer will assist the Union in obtaining group discounts, openings in existing programs or Union established contract.

Article 26. Incentive Awards

Section 1. The Parties agree that a well-defined, fair and equitable program of employee recognition is an important part of meeting the mission of the Service and recognizing employee contributions to that mission. To that end, the Parties support an awards

program that ensures that all employees are fully considered for recognition, is simple to administer, timely, employee- and supervisor-friendly, contains identifiable criteria, and helps to recognize the significant contributions that employees make.

The Parties agree that the DM 370 DM 430.1.7 dated 10/04/2004 covers the appropriate methods of linking certain Human Resources actions to the summary performance rating except as herein modified.

The Parties agree that the Awards Program will be implemented in accordance with the Department of the Interior, Departmental Manual 370 DM 451, chapter on the Awards and Recognition Program (effective date of July 16, 2008) and FWS Director's Order 187 (November 14, 2005), and extended by amendment on December 31, 2009, except as modified herein.

Awards may be based on the following criteria (this list is not all-inclusive):

- performance
- achieving organizational results
- providing quality customer service
- displaying exemplary behavior, dedication, innovation and/or team cooperation
- fostering partnerships
- ensuring safety in the workplace
- sustained exceptional performance
- achieving elements
- career accomplishments
- heroism
- special acts
- achieving savings while traveling (use of frequent flyer tickets, hotel free lodging programs, etc.)
- other tangible and intangible contributions.

Although many awards can be proposed and processed at any time throughout the year, at a minimum, teams, work groups, and individuals shall be considered for an

award on a fiscal quarter basis, in addition to being considered for performance awards at time of summary rating.

Any employee aware of an achievement deserving recognition may recommend an award by submitting the written recommendation to the nominee's supervisor. Once an employee nominates another for an award, the approving official must respond to the nominator in writing indicating whether the award was granted, denied and, if possible, the reasons for denial.

Recognizing achievements as soon as possible is important. For awards where approval authority exists in the Regional Office, the following time lines shall apply:

- 30 days to approve or disapprove the nomination; and
- two full pay periods for the processing of the awards after approval.

When it is determined that a Quality Step Increase (QSI) will be granted, the rating official will obtain all appropriate approvals before notifying the employee of the award. It is expected that QSIs will be approved concurrently with the finalization of the employee's performance rating and processed within two full pay periods of employee notification.

Any award proposed in excess of \$10,000 requires Office of Personnel Management approval.

Section 2. Performance Awards

Performance awards are intended to provide recognition for performance that is exceptional or superior. Managers are encouraged to give awards for exceptional or superior performance ratings. An exceptional or superior rating does not entitle the employee to a monetary or other type of award. Awards based on performance are solely at management's discretion. Managers shall not rate employees based on budgets, but shall rate employees based on actual performance standards. A rating of fully successful is an acceptable summary rating. The granting of performance awards shall be done in a fair manner that ensures consistency through the bargaining unit.

An employee receiving a fully successful rating should not be discouraged at the rating and should strive to attain exceptional or superior ratings in the future.

Section 3. Continuous Improvement Incentives

Continuous improvement incentives are awards to recognize individuals and team members for cost savings, quality improvements, innovation and creativity, and the sharing of ideas. Continuous improvement incentives empower employees and require a commitment from supervisors and managers to champion employee ideas. Timely evaluation of ideas and prompt implementation and recognition of adopted ideas are required. Awarding employees for their continuous improvement

contributions promotes productivity improvement throughout the organization.

Employees will submit suggestions for Continuous Improvement to their first level supervisor in memorandum format with the words “Continuous Improvement Suggestion” in the subject line. The suggestion shall include a full description in plain English of what is proposed, estimated first year cost savings or benefits, supporting information or data, etc. In processing the suggestion, the employer will:

- acknowledge receipt in writing.
- consult with the Division Chief.
- complete processing or approve within 30 days.
- indicate disposition of suggestion and advise employee of who has final approval authority.

For suggestions that are forwarded to the Assistant Regional Director, the employer will have 30 days to process or approve the suggestion. The employer will notify the suggestor of the disposition and will forward to the Regional Director/Deputy Regional Director for processing or will explain non-acceptance if applicable.

Processing at the DRD/RD level will be in accordance with the parameters outlined for the ARD level.

If a rejected suggestion is later implemented within a 2-year period of the rejection date, the originator of the suggestion will be properly awarded.

Amounts of awards for adopted suggestions will be in accordance with laws, regulations, and agency guidelines in effect at the time the suggestion is approved. Generally, the award will equal 10 percent of the tangible benefits up to \$10,000.00.

Section 4. Productivity Gainsharing

Throughout the Government, the term “productivity gainsharing” applies to specific projects which have their own budget allocations. (For example, refurbishing a submarine in a shipyard.) When a work unit completes the project on time, according to specifications, and under budget, the activity shares a portion of the savings with the employees. Although projects in the Regional Office do not follow this model, the Parties recognize that it is possible for employees to reduce costs (and/or improve work processes) by acting either independently within the scope of their own authority or with supervisory approval. The employer will consider all employees who reduce costs and/or improve work processes for “Productivity Improvement” and/or “Interior Innovation” awards under the Department’s Continuous Improvement Incentives.

Section 5. Intangible Benefits

To promote consistency and fairness, the employer will use the “Scale of Awards Based on Intangible Benefits” appended to this Article to determine the gross award amount when it is impossible to assign a dollar value to an employee’s achievement.

Section 6. Disclosure of Fraud, Waste, and Abuse

The Parties remind employees that they have a duty under the Standards of Ethical Conduct for Employees of the Executive Branch to “disclose waste, fraud, abuse, and corruption to appropriate authorities.” [5 CFR §2635.102(b)(11)] By current law (5 USC §4512), the appropriate authority is the Inspector General of the Department of the Interior, who maintains a “hotline” for this purpose on the world wide web.

We further remind employees that the Inspector General can authorize cash awards for disclosures, which result in cost savings.

Section 7. Travel Gainsharing Program

The Parties agree that a Gain Sharing Travel Savings Program will be beneficial to both the employee and the Employer. The Program’s purpose is to reduce Agency travel expenditures and reward employees for producing the savings.

The Program shall:

- Comply with applicable laws and regulations, and not provide employees with automatic entitlement to awards.
- Maximize travel savings.
- Reward employees for travel savings.
- Be easily administered.
- Produce quantifiable and verifiable savings.

Frequent Flyer Benefits

The Parties encourage employees who travel to participate in various Frequent Flyer Programs and to collect airline miles offered by airlines, hotels, car rental vendors, and other sources. The Parties encourage employees to produce savings for the Government by redeeming frequent flyer miles to obtain free airline tickets for official Government travel. The Parties expect that tickets obtained with frequent flyer miles will result in the greatest cost savings to the Government.

The Program will be administered as follows:

Responsibilities and Procedures

An employee who wants to participate will:

- Advise the first level supervisor that s/he will participate.
- Open frequent flyer account(s) with airline(s).
- Use redeemed miles for Government travel only.
- Redeem miles accrued while traveling for the Government for a ticket.
- Note the use of a “Frequent Flyer Ticket” in Block 12 of Form SF 1012 (Travel Voucher).

The Employer will:

- Authorize and approve travel.
- Process awards as appropriate.
- In accordance with Section 6.3.2.2 below, consider employees for awards in the amount of 50 percent of the savings achieved by the employee.
- Calculate the average cost of an airline ticket in accordance with Section below.
- Process awards in accordance with time frames agreed upon elsewhere in this Agreement/Article

Calculation of Savings and Applicability:

- The Program will be administered on a fiscal-year basis.
- The value of a frequent flier ticket equals the average cost of an airline ticket for all Regional Office domestic travel for the fiscal year in which the employee used a frequent flyer ticket.
- Domestic travel is to the 50 States and the District of Columbia.
- By November 1 of each year, the Employer will calculate the average value of an airline ticket for the fiscal year that just ended by using the Budget Object Class Code (BOCC) for domestic airline travel shown on standard Finance Center printouts received in the Regional Office by October 15 of each year.

- Once it has been determined that an award will be granted, the amount will be 50 percent of the average cost of a domestic travel airline ticket for each frequent flyer ticket an employee has used.

Lodging Savings

The Parties encourage employees who travel to take advantage of various programs and practices, which can result in the procuring of hotel accommodations without cost or at reduced cost to the Government. These include frequent flyer miles, hotel clubs (e.g., stay 11 nights and the 12th night is free), and staying with friends and relatives. Furthermore, employees who participate in the program can receive cash awards for incurring lodging expenses at a daily rate which is 10 percent less than the maximum GSA-determined lodging rate for the locality under the lodging-plus method.

The Program will be administered as follows:

Responsibilities and Procedures

An employee who wants to participate will:

- Advise the first level supervisor that s/he will participate.
- Open frequent flyer account(s) with airline(s) and others.
- Use redeemed savings for government travel only.
- Redeem points accrued while traveling for the Government for a free hotel room.
- Note the use of each free and/or reduced-rate room in the “Lodging” column on the reverse of Form SF 1012 (Travel Voucher).

The Employer will:

- Authorize and approve travel.
- Process awards as appropriate.
- In accordance with Section below, consider employees for awards for 50 percent of the savings achieved by the employee.
- Process awards in accordance with time frames agreed upon elsewhere in this Agreement/Article.

Calculation of Savings and Applicability:

- The Program will be administered on a fiscal-year basis.
- Domestic travel is to the 50 States and the District of Columbia.
- For hotel stays meeting the criteria outlined in 6.4.1, the employee will calculate and document the difference between the GSA-listed lodging rate and the actual rate and self-certify on a “Lodging Savings Sheet” attached to the front of the voucher at the time the voucher is presented to the supervisor for approval.
- At the end of each fiscal year, the Employer will tally all “Lodging Savings Sheets” provided by the employee during that year to determine the total lodging savings amount.
- Once it has been determined that an award will be granted, the amount will be 50 percent of the total lodging savings amount for that employee.
- The Employer will pay lodging savings awards at the same time as and as part of a “package” including frequent flyer airline ticket savings awards.

Employees have the option of using frequent flyer miles, free, or discounted flight passes, and hotel points for personal use or to benefit the government.

The Employer will provide an annual report to the Union, by program area, indicating the number of participants in the Travel Gainsharing Program, the number of awards granted the total value of the savings, and the total value of the awards.

Section 8. Employee of the Month Award

What is the Employee of the Month Award? The Employee of the Month Award enables Regional Office employees to reward co-workers whose contributions have helped them accomplish their work goals or made their working lives better or easier. Any employee (supervisory or non-supervisory) may nominate any other employee (regardless of program area, grade level, or position) for this award.

What does the Employee of the Month Award consist of? An employee of the month reserved parking space will be designated adjacent to the RD/DRD parking space at the RO. An employee of the month sign will be placed in front of the designated spot. Use of the space will begin on the first day of the month and will terminate on the last day of the month. The winner will be announced by the employer at the All Employee meeting (if held) and via e-mail to all RO employees.

How do I nominate someone as the Employee of the Month? You can nominate someone as the Employee of the Month by completing an application form (copy attached). Under “Justification,” describe the nominee’s special or unique

contribution you want recognized. Sign and date the form and give it to the nominee's supervisor's. The nominee's supervisor will immediately sign the form to acknowledge the nomination and either give it to you before you leave (if you delivered the nomination in person) or return it to you in person or via inter-office mail (if you mailed it or dropped it off). Sign and date the form and place it in the special receptacle in the cafeteria.

How will the winner be selected? On the Monday prior to the All-Employee meeting, the Deputy Regional Director will collect the nomination forms and review the justifications (to ensure the accomplishment is workplace related). All qualifying justifications will be placed back in the receptacle, and the RD will draw the winning nomination and read aloud the description of the contribution at the All-Employee meeting.

How frequently will this award be presented? The award will be presented every month if qualifying nominations are received. (Nominations not drawn at the All Employee meeting will be removed from the box.)

Will winning the Employee of the Month Award affect an employee's eligibility for other awards? No, it will not. Because this award is outside of the formal awards and recognition program, it will have no effect on an employee's eligibility to be considered under the formal awards program. In fact, the contribution for which an employee wins the Employee of the Month Award may also be the justification for a cash or time-off award.

EMPLOYEE OF THE MONTH AWARD

| |
|--|
| <i>Nominee:</i> |
| <i>Nominated by:</i> <i>(Sign and date)</i> |
| <i>Justification:</i> |

SCALE OF AWARDS BASED ON INTANGIBLE BENEFITS

| Source: 224 FW 06, Appendix 2 | Limited Application Affects functions, missions, or Human Resources of one office, facility, installation, or organizational element. Affects a small area of science or technology. | Extended Application Affects functions, missions, or Human Resources of several offices, facilities, or installations. Affects an important area of science or technology. | Broad Application Affects functions, missions, or Human Resources of an entire region or several regions or an entire bureau. Affects a broad area of science or technology. | General Application Affects functions, missions, or Human Resources of several bureaus, an entire Department, or is in the public interest throughout the nation or beyond. |
|--|--|--|--|---|
| Moderate Value Change or modification to an operating principle or procedure with limited impact or use. Contribution may represent completion of a project or an assignment in a very successful manner. | \$250–\$450 | \$400–\$750 | \$750–\$1,500 | \$1,500–\$3,000 |
| High Value Complete revision of a basic principle or procedure; a highly significant improvement to the value of a product or service. Contribution may represent completion of a project or assignment in a highly successful manner. | \$400–\$750 | \$750–\$1,500 | \$1,500–\$3,000 | \$3,000–\$5,000 |
| Exceptional Value Initiation of a new principle or major procedure; a superior improvement to the quality of a critical product, activity, program, or service to the public. Contribution may represent completion of a project or assignment in an outstanding manner. | \$1,000–\$2,000 | \$2,000–\$3,000 | \$3,000–\$5,000 | \$5,000–\$15,000 |

Article 27. Performance Management

Section 1. The five-level Performance Management System prescribed by 370 DM 430 and 224 FW 1, as further outlined and modified herein, shall become effective as follows:

Normally a rating of superior (5) will receive 20 additional years of service for reduction in force (RIF) purposes. A rating of exceptional (4) will receive 16 additional years of service for reduction in force (RIF) purposes. A rating of fully successful (3) will receive 12 additional years of service for reduction in force (RIF) purposes. Under a mixed system (more than one rating system is represented in the competitive area in the last four years) each employee receiving a rating of fully successful (3) or greater shall receive 20 additional years of service for reduction in force purposes. Years of service are important to employees when they are involved in a RIF situation. Employees should be aware that summary ratings and RIF retention are intertwined.

To recognize the impact on the representative's ability to meet performance standards while performing authorized representational activity as well as the impact on employees caused by a representative's inability to perform representational duties without such consideration, the Employer will not place the representative at a disadvantage of appraising performance due to this time spent performing representational activities.

The Employer shall not adversely consider such time when evaluating the performance of employees who have performed representational activities on behalf of the Union.

Service as a Union representative using official time is a statutorily protected activity. Management will observe the appropriate laws and regulations in the application of performance standards and the rating of Union officials.

Section 2. Definitions

Critical Elements 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. Critical elements for employees shall measure the performance of that employee as an individual and not the work of the employees work group.

Performance Standards are expressions of the performance thresholds, requirements, or expectations for each critical element at a particular level of performance. Performance standards must be focused on results and must include credible measures.

Performance means an employee's accomplishment of assigned duties.

Section 3. Responsibilities

Rating Official:

The Parties recognize that rating and reviewing officials are not necessarily going to be qualified to perform their employees' jobs, and that they do not have to be qualified to perform their employees' jobs in order to properly evaluate their performance. The Parties agree that rating and reviewing officials are expected to develop a basic understanding of their employees' jobs so that they are better able to objectively evaluate their performance. They recognize that rating and reviewing officials typically develop such an understanding from a variety of direct experiences, formal courses (e.g., "Financial Management for Supervisors") and on-the-job training, input from technical experts, etc. The Employer recognizes that its rating and reviewing officials must evaluate performance properly.

Each rating official shall maintain documentation to support the assigned rating.

Reviewing Official:

Reviewing officials will be used in the performance appraisal process.

Responsibilities include:

- Reviewing and concurring in performance plans developed by rating officials and employees.
- Reviewing and approving all ratings of record developed by rating officials.

Section 4. Eligibility for Rating

Each employee shall only be evaluated on a performance plan that has been communicated to the employee at least 120 days prior to the end of the performance period.

Section 5. Rating Period

The annual performance appraisal shall be based on the performance for the fiscal year or that part of a fiscal year which the employee has worked, provided it is at least 120 days.

Section 6. Performance Plan

Establishing Performance Criteria

Identification of Elements and Performance Standards shall take place through a joint planning and communication process between employees and their rating supervisors, meeting at least annually to discuss results and standards for the next rating year. The employee's performance plan shall be communicated in writing to the employee at the beginning of the performance period but no later than 30 days after the beginning of the performance period. The written information provided each employee shall include:

- Each Critical Element.
- Each Performance Standard.
- An explanation of how the employee's performance in each Critical Element will be evaluated.
- Credible Measures: Specific measures of quality, quantity, timeliness, and or cost effectiveness must be included for each critical element. The standard benchmark may still be used, but in doing so, they must include specific metrics (measurements) at least for the Fully Successful Level for each critical element. Remember that performance standards for the fully successful level must realistic, attainable, and also be exceedable.

All Critical Elements and Performance Standards, when applied in the evaluation of performance, will be fair and equitable, and consistent with the position description for the job.

No Critical Element or Performance Standard shall refer to a criterion or policy which is not in written form, or a criterion or policy which is yet to be specified at a later time.

When the performance plan refers to written criteria or policy, the Employer will provide the employee with a written notice stating where the material can be found. The employee will sign and date the notice to indicate receipt, and can also indicate on the notice if they would like a copy of the materials.

To the maximum extent feasible, all critical elements and performance standards and their application to the individual's work shall permit the evaluation of job performance on the basis of objective criteria related to the job in question for the employee or position and must be described in objective, job-related terms that are clear, understandable, and applicable by any supervisor who might conduct the evaluation.

No job function can be designated a Critical Element unless it is so important that removal of the employee for unsatisfactory performance in that result would be a

reasonable option regardless of the employee's performance in other Elements.

Employees are to be given a written copy of their performance plan and are to be given an explanation of the requirements for achieving each critical element within 30 calendar days of: the effective date of this article; the beginning of a new appraisal period; or the employee's assignment to a new position, as applicable.

The employee may provide to the supervisor their written comments concerning disagreement with the established performance plan. This document shall be retained with the established performance plan for that performance period.

Changes to Performance Plans

It is expected that the performance plan will be in effect for a full year. Normally, changes to a prior year plan will be worked out at the beginning of the performance year. When the performance year begins, or when the employee requests a change to the plan due to change in circumstances, discrepancies, errors, or for other valid reasons, the following procedure will apply.

If, after working with the rating official, the employee disagrees with the Performance Plan, they may provide the rating official with written comments concerning the disagreement with the proposed plan.

After consultation between the employee and the rating official, the request shall be answered in writing and clearly state the action to be taken and the reasons therefore. Proposed modifications presented by the employee shall be responded to as fully as practicable, unless the requested change is granted. The responses shall be provided within 2 weeks of the submission of the proposed modification.

If the employee is still dissatisfied after Steps 1 and 2 above, the employee can raise their concerns to the reviewing official, in writing or in person. The reviewing official shall make a determination as to what changes, if any, will be made in the performance plan.

The Union may, at the employee's request, assist the employee in preparing and making a presentation to the rating official and/or the reviewing official. Official time may be used for this purpose, in accordance with Article VIII.6.

The process and procedures to be followed when an employee or the Union has a grievance with a performance rating is as outlined under Article XII. An employee or the Union may decide to grieve the application of a critical element that is not consistent with applicable Government-wide law, rule, or regulation, or is not objective, fair, equitable, or consistent with the position classification standards for that job. Critical Elements must be attainable for employees who

occupy the position being rated. An arbitrator may only decide whether the critical element is consistent with the criteria specified above and may not substitute their judgment for that of the agency.

Access to Records

Each employee shall have access to all records that relate to their performance appraisal. No sources of data or record thereof shall be used to the detriment of an employee in performance appraisals without disclosure to the employee. When an employee believes that an error exists in a performance record, the employee shall report the error to the rating official. The rating official will determine if the record is correct or not. If it is determined that the record is not correct, the rating official will correct the record.

The employee may review and/or photocopy any performance-related files maintained by the rating official pertaining to the employee. Furthermore, if the rating official documents a verbal discussion with the employee, and employee shall be provided a copy. The employee (and/or the Union if involved) will be provided with requested documentation prior to the commencement of discussions concerning the performance plan. Requests must be made to the rating official in person. A timely response is defined as 7 calendar days. However, in the rare instance that the rating official cannot respond within the 7 days, they shall respond within 21 calendar days.

Upon request (but no later than 48 hours after making a request) to the Human Resources Office, the employee may review and/or photocopy any files maintained by Human Resources, relating to performance that pertains to the employee.

Evaluation of Performance

In the application of Critical Elements and Performance Standards to individual employee, the Employer will take into account mitigating factors such as availability of resources, lack of training, frequent, authorized interruptions of normal work activities, changes in, or modifications to, office technology requiring substantial training, and those aspects of work over which the employee has no control.

When assigning a rating, all extenuating circumstances will be considered.

The Parties agree that in evaluating whether or not results have been achieved on a critical element at the end of the performance year, the rating official shall take into account the overall performance of the employee (appropriately weighing both positive and negative outcomes) prior to determining the overall result.

Employee performance evaluations shall take into account all job functions the employee is expected to perform and the actual time available (or not available) to perform those functions. Factors to be considered shall include, but are not limited to, leave, training, and other duties as assigned.

Details shall be given equitable and proportionate weight in performance ratings.

All Critical Elements and Performance Standards, when applied in the evaluation of performance, will be fair and equitable, and consistent with the position description for the job.

The rating official shall initiate the formal appraisal by providing notice to the employee of the date and time for the formal appraisal meeting.

The rating shall be completed by October 30 of each year, unless the employee has not been covered by an approved performance plan for 120 days. When the performance year must be extended, the summary rating will be given to the employee no later than 30 days after the end of the 120-day period.

Whenever a performance standard involves a time period for an action which requires the sequential cooperation of multiple employees, the Employer shall document the separate contributions of each employee.

Section 7. Progress Reviews

Each employee who is employed for a full rating period will receive at least one (1) progress reviews. While only one (1) performance review is required, rating officials are encouraged to frequently discuss work performance with employees. This is particularly critical in the case of an employee who is not performing at the successful level. The Employer will document each progress review on the appropriate form, annotating that performance has been acceptable and/or describing areas that need improvement, if applicable. The Employer will review every critical element in the performance plan during the progress reviews. The Employer will provide the employee with a copy of the signed and dated form.

The Employer will make employees aware of performance deficiencies as soon as possible after it becomes apparent that they may affect the rating of a Critical Element. This will normally happen no later than the next progress review. When there has been a delay in this disclosure, the delay must be considered along with all other relevant factors in determining the degree to which the action that otherwise would be taken is mitigated.

Section 8. Summary Rating

Prior to the establishment of the summary rating, the employee shall be requested to provide input as to their accomplishments for that rating period. This employee may

provide any information that they believe pertinent to that rating period, and will provide such input in writing. Completion of the performance evaluation form is the responsibility of the employer.

An employee shall receive one of the following Summary ratings: exceptional; superior; fully successful; minimally successfully; or unsatisfactory.

Section 9. Opportunity to Demonstrate Acceptable Performance

The Employer shall provide assistance in improving the performance of employees who are not achieving results in one or more critical elements. Employees who are not performing at an acceptable level are entitled to special assistance during the specified improvement period in order to improve performance. Special assistance is that which is over and above the assistance provided on a regular basis to employees, and which will provide employees who are not meeting performance goals with an opportunity to meet them.

Management shall not initiate any adverse action as specified in the written notice of an opportunity to improve performance until after the improvement period has expired.

If the Employer changes or modifies office technology, employees not skilled in the technology shall be provided a reasonable grace period, not less than 60 days, to bring performance related to the change or modified technology to the satisfactory level. During the grace period, action to discipline or otherwise adversely affect an employee for performance deficiencies relating to the technology will be initiated only for reasonable cause as will promote the efficiency of the Service.

A written notice of opportunity to improve performance must be given to the employee before the employee can be (1) reduced in grade, or (2) removed under authority granted by and procedures required by 5 USC Chapter 43 and 5 CFR Part 432. The written notice must contain the following:

- The critical element or results that the employee is performing at the unsatisfactory level.
- The factual basis for the determination that the employee is performing at the unsatisfactory level.
- A specific period during which the employee will have an opportunity to improve their performance to the acceptable level. The specified improvement period will be no less than one hundred (100) calendar days.
- The specific criteria the employee must meet and the specific work products (with performance criteria) the employee must produce in order to bring their

work to the acceptable level.

The type(s) of supervisory assistance, appropriate to the situation, to be provided to the employee in correcting his/her performance, such as, but not limited to: supervisory assistance, coaching, and/or counseling on an as-needed or regular basis to assist the employee in understanding work objectives, to make the employee aware of progress or lack of progress, and to offer suggestions on how to improve performance; training and educational courses; and/or referral to the Employee Assistance Program (EAP).

The requirement that the employee must improve to an acceptable level of performance by the conclusion of the Performance Improvement Plan (PIP) and must sustain that level of performance for at least 1 year from the start of the PIP.

The provision that if their performance does not reach an satisfactory level by the conclusion of the PIP or is not sustained for 1 year following the start of the PIP, the employee may be subject to reassignment to another position, reduction in grade or removal action without being given an additional opportunity to demonstrate acceptable performance in the element(s) at issue. In extremely rare circumstances where management can generally meet the criteria outlined in 3.1.1.1, the options may include the reassignment of the employee.

At the midpoint of the improvement period, the employee shall be given a written evaluation of their progress.

At the end of a performance improvement period, the employee shall be notified as to whether the performance standards are being met or not. This notification shall be in writing, and shall be delivered to the employee within 5 days of the end of the period. Such written communication will also remind the employee of their responsibility to maintain acceptable performance for a period of 1 year from the start of the PIP.

If, because of performance improvement by the employee during the period provided in the written notice of opportunity to improve (as outlined above), the employee is not reassigned, reduced in grade or removed, and the employee's performance continues to be satisfactory for 1 year from the date of the written notice, any entry or other notation of unsatisfactory performance on which the opportunity period was based shall be removed from any employer record relating to the employee.

Section 10. Reconsideration

Actions based on unsatisfactory performance may be grieved under the negotiated grievance procedure or through the statutory appeals process(es). Actions based on performance will be taken for just and sufficient cause and will be in accordance with applicable regulations and laws.

An arbitrator may provide any legal remedy in performance appraisal cases, including remedies under the Back Pay Act. This includes ordering the grievant's previous appraisal remain in effect until the Employer can make a proper re-evaluation. In cases where the performance appraisal or the process is found to be incorrect, all Human Resources actions involving the incorrect appraisal shall be corrected based on the previous appraisal until a corrected appraisal is conducted.

In the event of a decision that a proposed performance based action should not be taken, and the employee's performance continues to be acceptable for the period of time required by law (currently 1 year), the Employer shall destroy any entry or other notation of the unsatisfactory performance for which the action was proposed.

Authorized Union representative(s) shall be given official duty time under Article XII to represent employees in grievances concerning performance ratings.

Section 11. Actions Based on Unsatisfactory Performance

Definition. Performance-based actions are removals and reductions in grade effected under 5 USC §4303 and 5 CFR Part 432.

The Employer agrees that it will act in a fair and objective manner, with particular attention given to avoiding disparate treatment of employees, if taking actions based on unsatisfactory performance.

When taking a performance-based action, the Employer shall rely on performance related to the employee's position description and on performance expectations communicated to the employee, via the performance plan and through progress reviews consistent with the terms of this contract.

The Employer will not take any action in connection with alleged unsatisfactory performance by a unit employee that is prohibited by 5 USC §2302(b).

The Employer will observe all procedures required by law and Government wide regulation in taking performance-based actions. The following procedures shall also apply:

Proposals of performance-based action shall be provided to the employee 30 days in advance of the proposed action. The response period begins upon the day following issuance of the notice to the employee. Refer to Article X, "Disciplinary and Adverse Actions," sections 4.1–4.4 for further guidance.

It will be the employee's responsibility to transmit the copy to their representative. The notice letter will state the dates on which counseling related to unsatisfactory performance occurred during the period in which the employee has been given the opportunity to demonstrate improved performance. The advance notice will identify the specific instance(s) of unsatisfactory performance by the

employee and critical element(s) that the employee has performed in an unsatisfactory manner. The advance notice will also state that the employee has a right to a Union representative, or other representation, to reply orally and/or in writing, the official to whom the reply will be made, and to be given a reasonable amount of official time to prepare and present a reply. The employee must inform the deciding official, in writing, of the representative's name. In the event of disagreement as to how much official time is reasonable, the employee may appeal to the RD or the DRD, who will make the final decision as to how much official time will be approved.

At the employee's written request, the advance notice period will be extended for up to thirty (30) additional calendar days. Such extension shall be consistent with applicable laws and Government-wide regulation. The Employer will respond to the employees written request in writing.

At the time the employee receives the advance notice, the Employer will provide the employee with copies of the material being used to support the proposed action. In addition, for each applicable Critical Element and Performance Standard, the Employer shall also furnish copies of any and all records which reflect the employee's satisfactory performance during the 1-year period ending on the date of the advance notice.

Employees are encouraged to seek the assistance of the EAP as early in the performance improvement process as possible. An employee may obtain and present information from the EAP that the employee feels would be useful to the deciding official. The deciding official will give full consideration of the information provided before issuing a decision, consistent with the provisions of this article and 5 CFR Part 432.

Article 28. Union-Sponsored Training

Section 1. The parties agree to allow twenty-five (25) hours per calendar year of official time for use upon request by each occupied union position to attend training.

The Employer may grant those requests for training, within work requirements, to attend training sessions sponsored by the Union when that training clearly benefits the Employer, such as providing information, briefings, or orientations including matters relating to personnel policies, working conditions, grievance procedures and the negotiated agreement.

In requesting training, the Union will inform the Employer in writing at least 14 calendar days in advance of the time, location, and purpose of the training.

Official time will not be granted for training if its purpose is to train and inform employees as to the solicitation of memberships and dues, other internal Union

business, or representing the Union in collective bargaining.

If an occupied position exhausts the allotted 25 hours of Union training within a calendar year, and the Union wishes to request additional training, the Union must submit written justification to the Employer establishing the circumstances supporting the request for additional official time for training in order for the Employer to act upon the request.

Article 29. Union Representation

Section 1. The Employer agrees to recognize the duly designated Union Representatives. The Union shall provide to the Employer in writing, and maintain with the Employer on a current basis, a complete list of all authorized Union Representatives. When a Union Representative is assigned to a particular issue the Union President will notify the Labor Relations Specialist of this assignment. It is agreed that the designated Union Representatives, are authorize to represent the bargaining unit and when requested, individual bargaining unit members.

Section 2. The functions of the Union Representatives under this agreement are the investigation and processing of grievances at the informal/formal steps of the grievance procedure set forth in Article XII of this agreement and those other necessary duties as defined, but not limited to Section 5 of this Article. When an employee wishes to see the Union Representative they shall request permission from their supervisor to see the Union for the purpose of discussing a matter of personal concern, provided that such matters are unrelated to internal union business. When, in performance of their approved duties, it is necessary for a Union Representative to leave their assigned work station during working hours they shall notify their supervisor or acting. Union Representatives and employees alike will notify their supervisors or acting where they can be contacted and will inform their supervisors or acting upon return to work station. Subject to work requirements, the supervisor may require the employee or representative to remain on the job.

Section 3. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union Representatives for performing their duties in accordance with the provisions of this Article.

Section 4. In the event of losing a Union Representative for any reason a replacement may be designated by the Union to assume their responsibilities.

Section 5. For the purpose of this Agreement, time spent on representational duties is defined pursuant to 5 U.S.C. 7131(d) as time utilized for the following but not limited to:

- Representation in grievances, discrimination complaints, and appeals.
- Preparation of grievances and discrimination complaints and contract.

- Preparation for, and representation of, the Union in consultations with the Employer.
- Representation at arbitration and statutory appeals hearings.
- Representation at adjustments of grievances and adverse actions matters that affect bargaining unit employees.
- Attendance at committee meetings as the designated Union Representative, where such committee meeting requires a Union Representative or as a requested member of the committee.
- Preparation for, and presentation at, Unfair Labor Practice investigations and hearings.
- Daily routine issues (i.e. concerns of employee, reporting unsafe conditions, etc.).
- Review of and responses to memos, letters, e-mails, and requests from the Employer, as well as proposed new instruction manuals, notices, etc., which affect personnel policies, practices, or working conditions.
- Reviewing and responding to consultation matters from bargaining unit employees.
- Acting as technical advisor or assisting the employee's representative in hearings.
- Attending hearings or meetings, in the capacity of an observer, which affect bargaining unit employees when mutually agreed upon by the Employer and the Union.
- Attending Union and/or Employer sponsored training sessions provided the training is of mutual benefit to the Employer and the Union in their commitment to labor relations.

Article 30. Cubicle Moves

Section 1. Relocation is defined as the movement of one or more employees to a new or different office space within the Regional Office. This relocation may occur as part of or independent of a reorganization.

Section 2. When more than one employee is relocated, the office space for those employees being relocated will be allocated in accordance with the following:

When the Employer has demonstrated that the purpose of placing employees according to their primary function establishes a relationship between the space design and the work performed, work space assignment will be made by management.

Where office space design has no relationship to the technology, methods, and means of accomplishing the Activity's work, then employees can select their office space at the new site. Selection will be based on seniority determined by the Service Computation Date (reference item 31 on Standard Form 50). The Supervisor will distribute to all employees under his/her supervision a list of all available spaces at least two weeks prior to the scheduled move. An absent employee may designate a representative to make his/her preference known.

Section 3. When individual employees vacate offices, or when additional office space is made available in the future, and is to be filled by a employee, the space will be offered in sequence similar to (Section 2) above.

Section 4. Management agrees to make a reasonable attempt to ensure that employees who are relocated will be given as much work space as they had before the move. If during the planning stages, circumstances occur such that the previous work space per individual will not be met, then management will confer with the union on an as needed basis prior to finalizing the office space layout.

Section 5. Each individual employee will be allowed to arrange the furniture that is mobile in his/her allocated office space so long as the arrangement does not create a safety hazard or interfere with the efficient accomplishment of Agency tasks.

Section 6. Whenever practicable, each employee's workspace will be closed off on at least three sides.

Section 7. Where there are two or more employees in a work area, a partition will be provided if practicable.

Section 8. Each employee will normally pack his/her belongings in boxes. The Employer agrees to provide the boxes. The employee shall label the boxes with his/her name and the identification of the new office space. No employee will be required to move boxes, equipment and/or furniture except as required for the efficiency of the Service.

Section 9. No employee(s) will be asked or required by their supervisors to pack the belongings of any other person except as required for the efficiency of the Service.

Article 31. Non Discrimination Clause

The parties agree that neither shall discriminate against any employee, because of the individual's race, color, religious creed, age, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, history of mental disorder or mental retardation, except on the basis of bona fide occupational qualifications. The parties agree to work jointly to eliminate and to prevent discrimination and to ensure equal opportunity in the application of this agreement. The Employer shall not discriminate against any employee who has utilized the statutory "whistle blower" provisions and filed information with the appropriate statutory officials. Notwithstanding any provision of this Agreement to the contrary, the Employer shall have the right and duty to take all actions necessary to comply with the provisions of the American with Disabilities Act, 42 U.S.C. 12101.

Amendments Executed and Recommended for Approval

In witness whereof, the Parties hereto have caused this Agreement to be amended resulting from mid-term negotiations to be executed on this 17th day of February, 2015.

For the Employer

For the Union

Chief Negotiator

Chief Negotiator

Team Member

Regional Director

President, NAGE Local RI-203

Date: 3/3/15

Date: 2/17/15

Index

| | |
|-----------------------------|---|
| administration | 3, 9, 14, 31 |
| administratively acceptable | 13 |
| adoption | 12 |
| advance | 6, 9, 11, 13, 23, 29, 36, 46, 47, 73, 74 |
| adverse | 6, 9, 34, 35, 36, 37, 70, 75 |
| allotment | 24, 25, 26 |
| amendment | 44 |
| annual leave | 11, 14, 16, 17, 51 |
| Applying | 22 |
| arbitration | 41, 42, 43, 75 |
| ARD | 40, 49, 56 |
| assignment | 5, 9, 18, 21, 48, 63, 64, 67, 74, 76 |
| assistance | 4, 17, 18, 21, 27, 29, 37, 70, 71, 74 |
| association | 15 |
| authorize | 19, 20, 52, 57, 74 |
| bargaining | 4, 19, 22, 23, 24, 25, 26, 27, 29, 30, 32, 42, 44, 45, 46, 55, 74, 75, 76 |
| benefit | 4, 21, 34, 60, 76 |
| Blood | 18 |
| Bulletin | 31 |
| cafeteria | 61 |
| certificate | 14 |
| charge | 11, 16, 17, 50, 51 |
| child | 12, 53 |
| classification | 33, 38, 68 |
| closed | 8, 51, 77 |
| collection | 27 |
| college | 15 |
| committee | 75 |
| communication | 4, 34, 66, 72 |
| compensatory | 7, 16, 17, 18, 20, 21, 51 |
| Competitive Sourcing | 44 |
| Compressed | 6, 9 |
| condition | 12, 50, 52 |
| Confidential | 26 |
| Continuous Learning | 47 |
| contract out | 38 |
| CORE | 34 |
| Core hours | 7 |
| cost | 15, 24, 55, 56, 57, 58, 59, 66 |
| counseling | 26, 34, 71, 73 |
| court | 12, 16 |
| coverage | 7, 22, 31 |
| Credit Hours | 6 |
| crime | 36 |
| CTAP | 46 |
| Day Care | 53 |
| death | 12, 52 |
| Debts | 27 |
| deciding official | 35, 36, 41, 73, 74 |
| Definitions | 3, 64 |
| denial | 22, 36, 55 |

| | |
|-----------------|---|
| Disciplinary | 34, 73 |
| Disclosure | 26, 57 |
| dismissal | 8, 52 |
| dispute | 4, 39, 42 |
| Dispute | 28, 41 |
| Distribution | 44 |
| doi | 53 |
| DRD | 4, 32, 39, 40, 41, 56, 60, 73 |
| Drug | 27 |
| dues | 23, 24, 25, 26, 74 |
| EAP | 28, 34, 71, 74 |
| Education | 35 |
| EEO | 26 |
| Effective Date | 44 |
| Eligibility | 22, 47, 65 |
| Emergency | 10, 50, 52 |
| employees | 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 37, 38, 39, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 57, 58, 59, 60, 61, 64, 65, 66, 68, 69, 70, 72, 73, 74, 75, 76, 77 |
| employment | 3, 13, 18, 26, 27, 38 |
| Episodic | 21, 22 |
| equipment | 22, 29, 48, 49, 53, 77 |
| evidence | 12, 13, 14, 27, 30 |
| examination | 12, 37, 38 |
| excused | 18, 20, 50, 51 |
| expiration | 43 |
| extension | 35, 36, 37, 73 |
| fair | 20, 26, 53, 55, 66, 68, 69, 72 |
| Family Friendly | 14 |
| Finance | 24, 25, 59 |
| Financial | 15, 26, 65 |
| flex | 6, 7, 8 |
| Flexible | 6, 7, 20, 21 |
| flexiplace | 21, 23 |
| FMCS | 42 |
| full time | 15 |
| funeral | 12 |
| furlough | 36, 39 |
| grading | 33 |
| grievance | 26, 28, 30, 33, 37, 38, 39, 40, 41, 42, 68, 72, 74, 75 |
| grieving | 33, 38 |
| health | 12, 15, 52 |
| holiday | 7 |
| ICTAP | 46 |
| IDP | 48 |
| impact | 6, 9, 34, 38, 44, 45, 52, 63, 64 |
| implementation | 3, 17, 44, 45, 55 |
| incapacitation | 14 |
| ineligible | 25 |
| informal | 4, 42, 43, 75 |
| information | 13, 14, 22, 25, 27, 28, 29, 31, 32, 34, 35, 36, 37, 40, 41, 42, 43, 45, 46, 56, 66, 70, 74 |
| institutional | 39 |
| intent | 3, 41 |
| intervention | 34, 39 |
| involvement | 22 |
| Justification | 61, 62 |
| leave | 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22, 41, 50, 51, 52, 61, 69, 75 |

| | |
|----------------------|---|
| Leave Bank | 14 |
| Leave Transfer | 14 |
| Leave Without Pay | 15, 52 |
| liberal leave | 51 |
| life | 15, 53 |
| litigation | 16, 43 |
| Lobbying | 32 |
| lunch | 5, 6, 8, 18 |
| mail | 10, 20, 29, 31, 37, 49, 61 |
| Maxi-Flex | 6, 7, 8 |
| mediation | 34, 41, 42 |
| mediator | 42 |
| medical | 12, 13, 14, 15, 21 |
| meeting | 4, 7, 15, 22, 30, 31, 39, 41, 53, 60, 61, 66, 69, 70, 75 |
| Military Leave | 17 |
| misuse | 20 |
| monitoring | 8, 20 |
| MSPB | 37 |
| national | 39 |
| National Guard | 17 |
| negotiate | 4, 44 |
| nonprofessional | 3 |
| non-recurring | 6 |
| notice | 6, 9, 11, 19, 23, 26, 28, 35, 36, 40, 66, 69, 70, 72, 73 |
| notify | 10, 16, 20, 22, 32, 33, 37, 38, 46, 56, 74, 75 |
| offer | 47, 71 |
| Office Hours | 29 |
| official duty | 11, 15, 72 |
| official time | 30, 31, 35, 47, 64, 73, 74 |
| OPM | 14, 18, 19, 21, 45, 46 |
| Outplacement | 45, 47 |
| outside | 18, 22, 25, 26, 27, 43, 45, 61 |
| Overpayment | 27 |
| overtime | 16, 18, 19, 20, 21, 37 |
| Part Time | 22 |
| participation | 3, 6, 23 |
| Parties | 3, 4, 5, 6, 9, 17, 18, 19, 28, 30, 32, 34, 37, 41, 42, 43, 44, 45, 46, 47, 48, 53, 54, 56, 57, 59, 65, 69, 79 |
| pay period | 6, 7, 9, 17, 20, 24, 26 |
| Performance | 23, 39, 55, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73 |
| personal | 10, 15, 21, 27, 52, 53, 60, 75 |
| political | 38, 39 |
| position description | 33, 34, 49, 66, 69, 73 |
| Preamble | 3 |
| pregnancy | 12 |
| President | 9, 24, 25, 26, 41, 46, 74, 79 |
| Privacy Act | 27 |
| Private Sector | 37 |
| Proposed Notice | 35 |
| Protective Gear | 49 |
| purpose | 3, 11, 18, 30, 38, 40, 45, 57, 68, 74, 75, 76 |
| ratification | 44 |
| recording | 8 |
| recurring | 6, 7, 20 |
| Reduction-In-Force | 45 |
| relationship | 4, 42, 76 |
| release | 16, 31, 45 |

| | |
|----------------|--|
| Religious | 15 |
| removal | 36, 38, 47, 67, 71 |
| reorganization | 45, 47, 76 |
| Repayment | 17 |
| Representation | 26, 74, 75 |
| request | 5, 9, 10, 11, 12, 13, 14, 15, 17, 20, 21, 22, 27, 32, 35, 36, 37, 39, 41, 42, 43, 44, 45, 48, 49, 67, 68, 73, 74, 75 |
| requirement | 6, 8, 16, 71 |
| Reserves | 17 |
| resolution | 4, 21, 40, 41, 42, 43, 49 |
| respond | 21, 33, 35, 36, 54, 68, 73 |
| restriction | 12, 22 |
| Retirement | 38, 45 |
| RIF | 45, 46, 47, 64 |
| safety | 49, 54, 77 |
| schedule | 5, 6, 7, 8, 9, 10, 11, 15, 17, 18, 24, 28, 29, 30, 40, 43 |
| separation | 25, 35 |
| Sick Leave | 11, 12, 14, 17, 51 |
| sign-in | 8 |
| sign-out | 8 |
| situational | 22 |
| staffing | 6, 32, 48 |
| statute | 7 |
| statutory | 4, 21, 38, 43, 72, 75 |
| Substitution | 11 |
| Supplies | 28, 29 |
| tardiness | 18 |
| telecommuting | 21, 22 |
| telephone | 8, 22, 29, 37 |
| Telework | 8, 21, 22 |
| temporary | 9, 38 |
| term | 18, 44, 52, 56, 79 |
| Terminated | 25 |
| termination | 13, 23 |
| testing | 27 |
| timely | 11, 21, 22, 28, 32, 36, 38, 41, 43, 53, 68 |
| tour | 9, 18 |
| training | 4, 9, 17, 28, 32, 34, 37, 48, 65, 68, 69, 71, 74, 76 |
| unauthorized | 27 |
| Union office | 31 |
| unit | 3, 4, 11, 19, 22, 23, 24, 25, 26, 27, 29, 30, 32, 34, 37, 44, 45, 55, 56, 73, 75, 76 |
| university | 15 |
| urgent | 19 |
| VERA | 45 |
| voting | 18 |
| VSIP | 46 |
| waiver | 27 |
| weather | 50, 51, 52 |
| withholding | 24, 25, 26 |
| witness | 16, 43, 79 |
| work unit | 19, 34 |
| year | 8, 24, 26, 30, 32, 47, 54, 56, 58, 60, 65, 66, 67, 69, 71, 72, 73, 74 |

Appendix A. Request for Official Time and Office Hours Forms

Use of Union Official Time

Print Employee Name _____ Print Supervisor Name _____

Instructions

Employee will complete form and submit to Supervisor to request approval for use of official time, or in the absence of the immediate supervisor, to the next higher level of supervision. It is the designee's responsibility to ensure that approvals obtained from the supervisor. The employee shall request official time from his/her supervisor at the earliest reasonable opportunity. After actual times are recorded, employee will retain original and provide copy to supervisor.

| Category I: Grievances and Appeals | | | | Category II: Preparation Time | | | | Category III: Ongoing Labor Management Relations | | | |
|---|--|--|--|---|--|--|--|---|--|--|--|
| Code | | | | Code | | | | Code | | | |
| I A Representation functions in connection with grievances, arbitrations, adverse actions, EEO complaints, and other complaints and appellate processes | | | | II A Preparation time to review work environment changes. | | | | III A FLRA proceedings and formal Weingarten-type meetings (i.e., investigative meetings which may lead to disciplinary action.) | | | |
| I B Representation at investigatory meetings or interviews include time served as a witness to third party proceedings and investigation | | | | II B Participation in bargaining, mediation, impasse or negotiability proceedings | | | | III B Labor relations training for union representatives | | | |
| I C Any meeting between employee/Union officer and one or more representatives of the employer that is initiated by either party in order to informally resolve problems of concern to either party | | | | II C Preparation for, investigation of, and/or representation | | | | III C Any meeting between employee/Union officer and one or more representatives of the employer that is initiated by either party in order to informally resolve problems of concern to either party | | | |
| I D Participation in proceedings initiated by either Party in connection with the statutory or regulatory appeal proceedings involving any member of the bargaining unit | | | | | | | | III D Official time granted to employee in connection with all labor management committees (general and specific) | | | |

| Date | Location | Anticipated Amount of Time | Time Out | Time In | Category and Code | | | | | | | | | | Total Time Used | | | | |
|------|----------|----------------------------|----------|---------|-------------------|-----|-----|-----|------|------|------|------|-------|-------|-----------------|-------|-------|--|--|
| | | | | | I A | I B | I C | I D | II A | II B | II C | II D | III A | III B | | III C | III D | | |
| | | | | | | | | | | | | | | | | | | | |

I hereby request leave from duty as indicated above and certify that such leave is requested for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting leave and that falsification on this form may be grounds for disciplinary action, including removal.

Employee Signature _____

Supervisor Signature _____

Approve

Disapprove

Reason for disapproval _____

Union Office Hours

Print
Employee Name _____

Instructions
Employee will complete form and submit to Supervisor to request approval for use of official time, or in the absence of the immediate supervisor, to the next higher level of supervision. It is the designee's responsibility to ensure that approvals obtained from the supervisor. The employee shall request official time from his/her supervisor at the earliest reasonable opportunity. After actual times are recorded, employee will retain original and provide copy to supervisor.

| Category I: Grievances and Appeals | Category II: Preparation Time | Category III: Ongoing Labor Management Relations |
|--|---|--|
| <p>Code</p> <p>I A Representation functions in connection with grievances, arbitrations, adverse actions, EEO complaints, and other complaints and appellate processes</p> <p>I B Representation at investigatory meetings or interviews include time served as a witness to third party proceedings and investigation</p> <p>I C Any meeting between employee/Union officer and one or more representatives of the employer that is initiated by either party in order to informally resolve problems of concern to either party</p> <p>I D Participation in proceedings initiated by either Party in connection with the statutory or regulatory appeal proceedings involving any member of the bargaining unit</p> | <p>Code</p> <p>II A Preparation time to review work environment changes.</p> <p>II B Participation in bargaining, mediation, impasse or negotiability proceedings</p> <p>II C Preparation for, investigation of, and/or representation</p> <p>II D Preparation time for negotiations</p> | <p>Code</p> <p>III A FLRA proceedings and formal Weingarten-type meetings (i.e., investigative meetings which may lead to disciplinary action.)</p> <p>III B Labor relations training for union representatives</p> <p>III C Any meeting between employee/Union officer and one or more representatives of the employer that is initiated by either party in order to informally resolve problems of concern to either party</p> <p>III D Official time granted to employee in connection with all labor management committees (general and specific)</p> |

| Date | Location | Anticipated Amount of Time | Time Out | Time In | Category and Code | | | | | | | | | | | | Total Time Used | | |
|------|----------|----------------------------|----------|---------|-------------------|-----|-----|-----|------|------|------|------|-------|-------|-------|-------|-----------------|--|--|
| | | | | | I A | I B | I C | I D | II A | II B | II C | II D | III A | III B | III C | III D | | | |
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I hereby request leave from duty as indicated above and certify that such leave is requested for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting leave and that falsification on this form may be grounds for disciplinary action, including removal.

Employee Signature _____

Appendix B. Grievance Form

NAGE LOCAL R1-203 GRIEVANCE COMPLAINT FORM

STEP #: _____ U. S. FISH AND WILDLIFE SERVICE, REGION 5, REGIONAL OFFICE
GRIEVANCE REPORT

Grievant's name: _____ Date of Violation: _____
Job Title/Grade: _____ Department: _____
Supervisor's Name: _____ Work Location: _____

Employer is in violation of Contract Article (s)/ Section (s) _____
and other relevant provisions of the Contract.

STATEMENT BY GRIEVANT OR UNION:

(This statement should include the (1) nature of the contract violation; i.e. what action the employer took, or failed to take, which violated the contract; and (2) the circumstances leading up to the violation.

RELIEF OR REMEDY SOUGHT

Grievant's signature

Date

Union Rep. signature

Date

Appendix C. Acronyms

Acronym Definition

ARD Assistant Regional Director
AWOL Absent Without Leave
CARES Conservation Applicant Referral and Evaluation System
CFR Code of Federal Regulations
CORE Conflict Resolution
CTAP Career Transition Assistance Program
DM Department Manual
DRD Deputy Regional Director
EAP Employee Assistance Program
EEO Equal Employment Opportunity
EEOC Equal Employment Opportunity Commission
FAIR Federal Activities Inventory Reform
FLRA Federal Labor Relations Authority
FMCS Federal Mediation and Conciliation Service
FMLA Family and Medical Leave Act
FSIP Federal Service Impasses Panel
FW Fish and Wildlife
FWS Fish and Wildlife Service
HRO Human Resources Officer
ICTAP Interagency Career Transition Assistance Program
IDP Individual Development Plan
LWOP Leave Without Pay
MSPB Merit System Protection Board
NAGE National Association of Government Employees
OPM Office of Personnel Management
RD Regional Director
RIF Reduction In Force
RO Regional Office
SEIU Service Employees International Union
SF Standard Form
US United States
USC United States Code
VERA Voluntary Early Retirement Authority
VSIP Voluntary Separation Incentive Payments