

TABLE OF CONTENTS

**Article**

	<b>Preamble</b>	<b>ii</b>
1	<b>Definitions</b>	<b>1</b>
2	<b>Recognition and Unit Designation</b>	<b>3</b>
3	Management Rights	4
4	Employee Rights	5
5	Union Rights	7
6	<b>Laws and Regulations</b>	<b>8</b>
7	Appropriate Matters for Negotiation or Consultation ..	. 9
8	<b>Union Representation and Official Time</b>	<b>10</b>
9	<b>Use of Facilities and Services</b>	<b>12</b>
10	<b>Position Descriptions and Classifications</b>	<b>14</b>
11	<b>Disciplinary Action and Adverse Action</b>	<b>15</b>
12	<b>Grievance and Arbitration Procedure</b>	<b>17</b>
13	<b>Performance Appraisal.</b>	<b>23</b>
14	Equal Opportunity Employment	24
15	<b>Overtime and Compensatory Time</b>	<b>25</b>
16	<b>Leave.</b>	<b>27</b>
17	<b>Promotions and Assignments</b>	<b>31</b>
18	<b>Reduction-in-Force</b>	<b>34</b>
19	<b>Training</b>	<b>36</b>
20	<b>Union-Sponsored Training</b>	<b>38</b>
21	<b>Travel</b>	<b>39</b>
22	Safety and Health	41
23	<b>Contracting Out.</b>	<b>44</b>
24	<b>Freedom of Expression</b>	<b>45</b>
25	<b>Space Management</b>	<b>46</b>
26	<b>Voluntary Salary Allotments of Union Dues</b>	<b>48</b>
27	<b>Effective Date, Duration, and Amendment.</b>	<b>50</b>

PREAMBLE

**In accordance with the provisions of the Statute, this Basic Labor Management Agreement and any Supplementary Agreements together constitute a collective bargaining agreement between Management and the International Federation of Professional and Technical Engineers (IFPTE), Local 128, which has been recognized as the exclusive representative of the employees within the Unit defined in Article 2 of this Basic Agreement.**

The Employer and IFPTE recognize that they have a mutual interest in the **mission of the Employer. In recognition of the public interest involved, it is the intent and purpose of this Agreement to promote and improve the effectiveness and efficiency of the Employer through the establishment and maintenance of a constructive and cooperative relationship between the Parties.**

**NOTE: This Agreement applies only to employees and positions within the bargaining unit, as defined in Article 2.**

## ARTICLE 1

### DEFINITIONS

The following definitions of terms used in this agreement shall apply, and in addition to these definitions all those definitions in the Statute not listed below shall apply.

1. Amendments: Modifications of the Basic Agreement that add, delete, or change portions, sections, or articles of the Agreement.
2. Appropriate Authorities: Officials of organizations that under law or regulation have operational or regulatory authority over matters affecting working conditions at the Denver Office, and whose decisions are not subject to veto by the employer. Examples of such organizations are: The Office of Personnel Management, The General Services Administration, The Federal Labor Relations Authority, The Merit Systems Protection Board, The General Accounting Office, The Department of Labor, The Public Health Service, The Government Printing Office, The Equal Employment Opportunity Commission, The Bureau of Reclamation (Office of the Commissioner), The Department of the Interior (Office of the Secretary), The Office of Management and Budget, and the Office of the President.
3. Authority: The Federal Labor Relations Authority.
4. Bureau: The Bureau of Reclamation of the U.S. Department of the Interior.
5. Denver Office: The Denver Office of the Bureau of Reclamation. (This term commonly refers to the management officials of the Denver Office.) This name was changed to Reclamation Service Center in 1995.
6. Consultation: The exchange of views on matters of mutual interest involving discussion and consideration. It shall occur as provided for in this Agreement and at such other time as the Parties may agree. It may be considered a part of the initial step used by either Party to identify and avoid or reduce problems. It shall be conducted in a respectful manner.
7. Days: Calendar days unless specified otherwise.
8. FPM Federal Personnel Manual
9. Department: The U.S. Department of the Interior.
10. Employee: An individual employed at the Denver Office in a position in the bargaining unit defined in Section 2.2.
11. Employer: The organization under the administrative supervision of the Director, Reclamation Service Center and the Program Analysis Office. This organization does not extend to any other parts of the Bureau of Reclamation.

12. IFPTE: The International Federation of Professional and Technical Engineers, Local 128, commonly referred to as the Union.
13. Impasse: The inability of representatives of the Employer and the Union to arrive at agreement concerning negotiable matters through the negotiation process.
14. 11&Q: The Employer's Labor Relations Officer, located in the Human Resources Office.
15. Negotiation: Bargaining between one or more representatives of the Employer and the Union with the objective of arriving at a formal agreement intended to resolve or prevent problems, or obtain benefits.
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18. Position: A position in the bargaining unit.
19. Statute: Chapter 71 of Title 5 of the U.S. Code.
20. Reclamation service Center (RSC): Previously referred to as the Denver Office. Defined by order of the Secretary of the Interior, dated March 1994.
21. Statutory: Established by or provided through a law of and for the U.S. Government.
22. Supervisor: The immediate supervisor of the bargaining unit employee unless specified otherwise.
23. Supplements: Additional articles dealing with matters not covered by the Basic Agreement, which may not delete, modify, or otherwise nullify any provisions of the Basic Agreement.
24. Union: (See IFPTE.)
25. Unit: The bargaining unit defined in Article 2.
26. Union Official and/or Union Representative: Any accredited national representative of IFPTE, or any duly elected or appointed official of IFPTE, including a steward.

ARTICLE 2

RECOGNITION AND UNIT DESIGNATION

SECTION 2.1 The Employer hereby recognizes that IFPTE, hereinafter referred to as the Union, is the exclusive representative of all employees in the Unit (as defined in Section 2.2 below).

SECTION 2.2 The Unit to which this Agreement shall apply is defined in the Certification of Consolidation of Units (on file in the Human Resources Office, Denver Office) issued by the Labor-Management Services Administration, August 11, 1978, as follows:

Included: All nonprofessional GS employees employed by the Denver Office.

Excluded: All professional employees, wage board employees, temporary employees expected to be employed for less than 90 days with no expectation of continued employment, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, management officials, supervisors as defined in the Statute.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.1 The Employer retains all the authority granted to it by law and regulations such as, but not limited to, the right to:

- a) Determine the mission, budget, organization, number of employees, or internal security practices;
- b) Hire, assign, direct, layoff, or retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- c) Assign work, to make determinations with respect to contracting out, or to determine the personnel by which agency operations shall be conducted;
- d) Make selections in filling positions for appointment from among properly ranked and certified candidates for promotion or any other sources;
- e) Take whatever actions may be necessary to carry out the mission of the agency during emergencies; or
- f) Make decisions on the numbers, types, and grades of employees or positions assigned to an organization subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

SECTION 3.2 The Employer retains all normal functions of management including supervision of employees and exclusive direction of the affairs of the Employer.

SECTION 3.3 As an integral part of its authority to determine the Employer's organization and to assign, direct, and appoint employees, the Employer retains full and final authority to establish performance standards and critical elements of positions of all its employees.

SECTION 3.4 During a period of emergency declared by the Employer, the Employer reserves the right to take all actions deemed by the Employer to be necessary or desirable, notwithstanding any of the provisions of this agreement. Consistent with security and legal requirements, the Union may, upon request, be furnished an explanation as to the nature and reasons for the emergency.

SECTION 3.5 The above Management rights shall apply to all amendments, supplemental agreements, memoranda of understanding, and all other written or informal agreements between the Employer and the Union.

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### EMPLOYEE RIGHTS

SECTION 4.1 Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under the Statute, such right includes the right:

- a) To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Statute.

SECTION 4.2 No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical disability, lawful political affiliation, or due to a member's active participation in the Union.

SECTION 4.3 Every employee shall have the right to bring matters of personal concern to the attention of officials who administer the Employee Assistance Program and to an appropriate Union representative. Matters of personal concern are not grievable under the negotiated grievance procedure except where they are related to an interpretation or application of specific articles of the Agreement.

SECTION 4.4 Employees who are initially appointed to, or placed in a bargaining unit position, will be notified at the time of their entrance on duty that the Union is their exclusive representative.

SECTION 4.5 An employee who has submitted a resignation may initiate action at any time prior to the effective date to withdraw the resignation. If the Employer does not permit withdrawal it must have a valid reason for the denial and explain the decision to the employee. Administrative disruption and the hiring, or commitment to hire a replacement, are examples of valid reasons for denying withdrawal of a resignation.

SECTION 4.6 The Employer will take such action consistent with Federal laws and regulations as may be required in order to assure that all employees are apprised of their rights in writing annually, as directed in Federal laws and regulations and this Article.

SECTION 4.7 The Employer will provide the Union with names of employees returning to bargaining unit positions upon termination of details or expiration of temporary promotions to positions outside of the bargaining

unit. This notification shall pertain only to employees who were on automated dues withholding prior to the detail or temporary promotion.



ARTICLE 5

UNION RIGHTS

SECTION 5.1 The Union shall be recognized as the exclusive representative of all employees of the bargaining unit and is entitled to act for and negotiate agreements with the Employer covering those employees. The Union has the right to be represented at:

a) Any discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or

b) Any examination of an employee in the Unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. The Employer shall annually inform the employees of their rights under paragraph (2) (B) of 5 USC 7114.

SECTION 5.2 The Union shall have the prerogative to present its views on conditions of employment issues to the Employer, either orally or in writing. If the Parties mutually consent, they shall meet in a timely manner to attempt understanding and/or resolution of the matter which created the concern.

SECTION 5.3 The Employer shall provide the Union reasonable advance notice of the date, time, and location of orientation meetings that may be held for groups of new employees pertaining to conditions of employment. The notice shall include a listing of all personnel who may be in attendance. The Union shall be afforded the opportunity at such meetings to state it is the exclusive representative of the employees and to hand out materials on the role of the Union, including identifying Union representatives.

SECTION 5.4 The Union shall have the right to discuss with the Employer any dispute or complaint concerning the interpretation or application of this agreement.

ARTICLE 6

LAWS AND REGULATIONS

**SECTION 6.1** In the administration of all matters covered by this Agreement, the Employer, the Union, and the employees are governed by applicable Federal laws, executive orders, and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Department and Bureau policies and regulations in existence at the time this Agreement was approved; and by future Department and Bureau policies and regulations required by law or regulation.

SECTION 6.2 All employees in the bargaining unit will be treated fairly and equitably in the application of all laws, regulations, and established procedures.

SECTION 6.3 The Employer and the Union shall meet and, in good faith, attempt to resolve alleged unfair labor practices prior to the filing of an unfair labor practice charge.

## ARTICLE 7

### APPROPRIATE MATTERS FOR NEGOTIATION OR CONSULTATION

SECTION 7.1 In matters involving negotiation and/or consultation issues and procedures, the current case law set forth by the Federal Labor Relations Authority (FLRA) or the Federal Courts will guide the conduct of the Parties. If there is disagreement between the FLRA and a Federal Court over a particular issue, the decision of the Federal Court will be applied, as long as it has not been reversed by a higher court.

SECTION 7.2 In those situations where a union designated representative is involved as a full participant with the involved organization in planning for changes affecting the personnel policies, procedures, and/or conditions of employment of bargaining unit employees, the union representative may indicate Union concurrence on the written version of the changes without further negotiation. If the union representative does not concur in the final version, any bargaining proposals from the Union must be submitted within 5 working days of the union representative's receipt of the final version.

SECTION 7.3 In those situations where a union designated representative has not been provided full participation with the involved organization in planning for changes affecting the personnel policies, procedures, and/or conditions of employment of bargaining unit employees, the final version of the proposed changes must be forwarded to the Union for review before implementing. The Union will have 10 working days to interview the managers making the proposal and the bargaining unit employees affected by the change, and submit bargaining proposals to the Employer.

SECTION 7.4 The time limits imposed by this Article may be extended for a reasonable amount of time, based on a request from either party and with the concurrence of the other party.

NOTE: Full participation under this article means that the union representative has been a participant with the manager(s) in creating the proposal, and treated as an equal with opportunity to voice concerns, ideas, and provide other input that has been fully considered in achieving the end product. It is anticipated that the input of all participants will be thoroughly considered and the final decision is reached by consensus.

## ARTICLE B

### UNION REPRESENTATION AND OFFICIAL TIME

SECTION 8.1 The Employer will recognize the officers and area representatives (stewards) authorized by the Union to represent employees covered by the terms of this Agreement.

SECTION 8.2 The Union President, or his/her designee, will be the main Union contact for the representatives of the Employer.

SECTION 8.3 Stewards:

- a) The Union has the right to designate stewards.
- b) Normally, one steward and/or officer may be appointed from within any one organizational entity of the Employer for each 50 bargaining unit employees in that organizational entity. This can be based upon any organizational entity, depending upon where that organizational entity reaches the 50 bargaining unit employee standard. Any problems created by this ratio and designation procedure should be mutually resolved by the involved manager and the union representative.
- c) The Union shall supply the Labor Relations Officer, in writing, and shall maintain on a current basis, a complete list of all Union officers and area representatives. When the Union completes arrangements for the assignment of union representatives by assigned organization(s) represented, the list will also include this information. The Employer will provide this information to supervisors and managers who have a need to know.

SECTION 8.4 Official Time for Officers and Stewards:

- a) Union officers and stewards will be granted reasonable amounts of official time to meet with the supervisors/managers to resolve or present a grievance, or be present at formal discussions between the Employer and employees concerning personnel policies, practices, or other matters affecting working conditions. The Union recognizes its obligation to ensure official time for representational purposes is not abused.
- b) The Parties agree that all requests for official time shall be reasonable, necessary, and in the public interest. Further, the Parties acknowledge that the use of official time by union representatives is guaranteed by statute, but that when the time is used is subject to assuring that the work of the unit is accomplished on a timely basis.
- c) The following procedures will be followed when union representatives need official time for representational activities:

(1) The Union representative will apprise the Employer of the need for use of official time. If the time requested receives the concurrence of the supervisor, the Union will assure the employee being represented has approval to be absent from his/her workplace. If the Union representative cannot be spared at the time requested, the supervisor will identify an alternate time, within the next 2 workdays, when the representative can be spared for the time estimated for the activity. The union representative will then proceed to coordinate with the employee being represented.

(2) If any delay in the processing of a complaint has any impact on timely action under the grievance procedure, the time limit shall be extended for a period of time equal to the delay.

{3) The union representative will notify his/her supervisor when the Union activity is concluded and the representative has returned to the work area. The amount of time utilized for Union activities will be recorded on the daily time and attendance record under an appropriate job function for union representational activities.

d) The Union will follow all statutory requirements in use of official time.

ARTICLE 9

USE OF FACILITIES AND SERVICES

SECTION 9.1 Union Office. The Employer will provide the Union with a private office on a full-time basis. Furnishings and equipment will be supplied by the Employer. The particulars on this section will be mutually agreed to by the Parties.

SECTION 9.2 Union Meetings. The Union may schedule meetings during nonduty hours or during the flexitime lunch period. The Employer will provide a meeting room, if available, upon request from the Union. Should the Employer determine that they have need of the room scheduled for the Union meeting, the Union will be notified as soon as possible. If such notification is not provided within 7 days of the scheduled date, the Union will have the right to consult with the Employer to make arrangements for another room. With the concurrence of the Parties, a meeting room may be provided by the Employer. The Union will leave any room in the same condition as it was prior to use.

SECTION 9.3 Internal Mail Service. The Employer will grant to the Union occasional use of the internal mail system for distribution of material that is of general interest to all bargaining unit personnel. This service does not include use of the "franked" envelopes, outside delivery services, or other special services. In the event the Union mailings create an undue workload for employees handling the mail, the Employer will contact the Union President and negotiate a resolution of the workload issue.

SECTION 9.4 union Newsletter. The Employer shall permit use of the internal mail system for monthly distribution of the Union newsletter subject to the condition that the contents not be libelous, defamatory, knowingly inaccurate, or intended to embarrass the Employer. If a dispute should arise between the Parties, it will be resolved by mutual agreement of the Parties, subject to final decision under the provisions of the negotiated grievance procedure, if necessary.

SECTION 9.5 Bulletin Boards. Bulletin board space shall be available for Union use in the Employer's buildings occupied by unit members. The bulletin boards are for the posting of notices and literature. The Union shall ensure that the posted material does not defame any individual or organization. The bulletin boards shall be maintained in an orderly condition.

SECTION 9.6 Publication of Meetings. The Employer will publish Union meeting notices in the newsletter, provided such a newsletter is published and the notice is submitted by the date established by the Employer.

SECTION 9.7 Copies of Agreement. The Employer shall furnish copies of this Agreement to all present and new bargaining unit employees. The cost of printing this Agreement shall be borne by the Employer. Copies of the Agreement shall be printed on 4 X 6 inch paper. The cover shall have appropriate titling and be printed on durable card stock.

SECTION 9.8 Lists of Bargaining Unit Members. Upon request, the Employer will furnish the Union, on a quarterly basis, a listing of all employees in the Unit by name, position title, pay plan, occupation code, grade level, and organization code.

SECTION 9.9 Regulatory Publications. The Employer shall provide the Union with access to the Federal Personnel Manual and Reclamation Instructions, and other related official publications of a nonconfidential nature that the Union might need to carry out its representational functions. The Employer will provide the Union with one copy of all agency personnel instructions that are published during the term of this Agreement, as well as subsequent changes to the FPM that are related to conditions of employment.

SECTION 9.10 Directory Listing. Union's name, mail code, and extension shall be listed in the telephone directory.

SECTION 9.11 Corporate Center. Each Union designated representative at the Corporate Center will be furnished a two drawer locking file cabinet at his/her workplace for safekeeping of Union records.

SECTION 9.12 Telefax Services. The Union will be permitted the use of telefax services as mutually agreed between the Parties.

## ARTICLE 10

### POSITION DESCRIPTIONS AND CLASSIFICATIONS

**SECTION 10.1** The Employer will maintain current and accurate position descriptions for bargaining unit positions in accordance with the Office of Personnel Management and Departmental regulations. If an employee believes that he/she is performing higher graded duties on a regular and recurring basis, he/she may request a desk audit of the duties and responsibilities being performed. If the desk audit shows that higher level duties of a grade controlling nature are being performed on a regular and recurring basis, the position description will be amended to include the higher grade duties and the position will be reclassified.

**SECTION 10.2** The Employer will provide copies of draft position classification standards to the Union for comment.

**SECTION 10.3** Employees will be furnished a copy of their position description upon initial assignment to a bargaining unit position or when a change is made in the content of the position description. An employee may discuss with his/her immediate supervisor any changes to the position description.

**SECTION 10.4** The Employer will notify the Union after officially informing a bargaining unit member that his/her position has been reclassified to lower grade, but before the reclassification is effective.

**SECTION 10.5** The Union may provide comments to the Employer about the position classification program.

**SECTION 10.6** If an employee believes that his/her position is misclassified, the employee upon request will be furnished with information on classification appeal rights and procedures.

**SECTION 10.7** The Employer will attempt to ensure that bargaining unit employees in the same organizational entity, who have identical position descriptions and grade levels, receive fair and equitable treatment with regards to job assignments. Employees who are not performing at a fully successful level, or who are in a performance opportunity period, are not covered by this section.



TABLE OF CONTENTS

**Article**

	<b>Preamble</b>	<b>ii</b>
1	<b>Definitions</b>	<b>1</b>
2	<b>Recognition and Unit Designation</b>	<b>3</b>
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SECTION 4.2 No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical disability, lawful political affiliation, or due to a member's active participation in the Union.

SECTION 4.3 Every employee shall have the right to bring matters of personal concern to the attention of officials who administer the Employee Assistance Program and to an appropriate Union representative. Matters of personal concern are not grievable under the negotiated grievance procedure except where they are related to an interpretation or application of specific articles of the Agreement.

SECTION 4.4 Employees who are initially appointed to, or placed in a bargaining unit position, will be notified at the time of their entrance on duty that the Union is their exclusive representative.

SECTION 4.5 An employee who has submitted a resignation may initiate action at any time prior to the effective date to withdraw the resignation. If the Employer does not permit withdrawal it must have a valid reason for the denial and explain the decision to the employee. Administrative disruption and the hiring, or commitment to hire a replacement, are examples of valid reasons for denying withdrawal of a resignation.

SECTION 4.6 The Employer will take such action consistent with Federal laws and regulations as may be required in order to assure that all employees are apprised of their rights in writing annually, as directed in Federal laws and regulations and this Article.

SECTION 4.7 The Employer will provide the Union with names of employees returning to bargaining unit positions upon termination of details or expiration of temporary promotions to positions outside of the bargaining

unit. This notification shall pertain only to employees who were on automated dues withholding prior to the detail or temporary promotion.



ARTICLE 5

UNION RIGHTS

SECTION 5.1 The Union shall be recognized as the exclusive representative of all employees of the bargaining unit and is entitled to act for and negotiate agreements with the Employer covering those employees. The Union has the right to be represented at:

a) Any discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or

b) Any examination of an employee in the Unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. The Employer shall annually inform the employees of their rights under paragraph (2) (B) of 5 USC 7114.

SECTION 5.2 The Union shall have the prerogative to present its views on conditions of employment issues to the Employer, either orally or in writing. If the Parties mutually consent, they shall meet in a timely manner to attempt understanding and/or resolution of the matter which created the concern.

SECTION 5.3 The Employer shall provide the Union reasonable advance notice of the date, time, and location of orientation meetings that may be held for groups of new employees pertaining to conditions of employment. The notice shall include a listing of all personnel who may be in attendance. The Union shall be afforded the opportunity at such meetings to state it is the exclusive representative of the employees and to hand out materials on the role of the Union, including identifying Union representatives.

SECTION 5.4 The Union shall have the right to discuss with the Employer any dispute or complaint concerning the interpretation or application of this agreement.

ARTICLE 6

LAWS AND REGULATIONS

**SECTION 6.1 In the administration of all matters covered by this Agreement, the Employer, the Union, and the employees are governed by applicable Federal laws, executive orders, and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Department and Bureau policies and regulations in existence at the time this Agreement was approved; and by future Department and Bureau policies and regulations required by law or regulation.**

SECTION 6.2 All employees in the bargaining unit will be treated fairly and equitably in the application of all laws, regulations, and established procedures.

SECTION 6.3 The Employer and the Union shall meet and, in good faith, attempt to resolve alleged unfair labor practices prior to the filing of an unfair labor practice charge.

## ARTICLE 7

### APPROPRIATE MATTERS FOR NEGOTIATION OR CONSULTATION

SECTION 7.1 In matters involving negotiation and/or consultation issues and procedures, the current case law set forth by the Federal Labor Relations Authority (FLRA) or the Federal Courts will guide the conduct of the Parties. If there is disagreement between the FLRA and a Federal Court over a particular issue, the decision of the Federal Court will be applied, as long as it has not been reversed by a higher court.

SECTION 7.2 In those situations where a union designated representative is involved as a full participant with the involved organization in planning for changes affecting the personnel policies, procedures, and/or conditions of employment of bargaining unit employees, the union representative may indicate Union concurrence on the written version of the changes without further negotiation. If the union representative does not concur in the final version, any bargaining proposals from the Union must be submitted within 5 working days of the union representative's receipt of the final version.

SECTION 7.3 In those situations where a union designated representative has not been provided full participation with the involved organization in planning for changes affecting the personnel policies, procedures, and/or conditions of employment of bargaining unit employees, the final version of the proposed changes must be forwarded to the Union for review before implementing. The Union will have 10 working days to interview the managers making the proposal and the bargaining unit employees affected by the change, and submit bargaining proposals to the Employer.

SECTION 7.4 The time limits imposed by this Article may be extended for a reasonable amount of time, based on a request from either party and with the concurrence of the other party.

**NOTE:** Full participation under this article means that the union representative has been a participant with the manager(s) in creating the proposal, and treated as an equal with opportunity to voice concerns, ideas, and provide other input that has been fully considered in achieving the end product. It is anticipated that the input of all participants will be thoroughly considered and the final decision is reached by consensus.

## ARTICLE B

### UNION REPRESENTATION AND OFFICIAL TIME

SECTION 8.1 The Employer will recognize the officers and area representatives (stewards) authorized by the Union to represent employees covered by the terms of this Agreement.

SECTION 8.2 The Union President, or his/her designee, will be the main Union contact for the representatives of the Employer.

SECTION 8.3 Stewards:

- a) The Union has the right to designate stewards.
- b) Normally, one steward and/or officer may be appointed from within any one organizational entity of the Employer for each 50 bargaining unit employees in that organizational entity. This can be based upon any organizational entity, depending upon where that organizational entity reaches the 50 bargaining unit employee standard. Any problems created by this ratio and designation procedure should be mutually resolved by the involved manager and the union representative.
- c) The Union shall supply the Labor Relations Officer, in writing, and shall maintain on a current basis, a complete list of all Union officers and area representatives. When the Union completes arrangements for the assignment of union representatives by assigned organization(s) represented, the list will also include this information. The Employer will provide this information to supervisors and managers who have a need to know.

SECTION 8.4 Official Time for Officers and Stewards:

- a) Union officers and stewards will be granted reasonable amounts of official time to meet with the supervisors/managers to resolve or present a grievance, or be present at formal discussions between the Employer and employees concerning personnel policies, practices, or other matters affecting working conditions. The Union recognizes its obligation to ensure official time for representational purposes is not abused.
- b) The Parties agree that all requests for official time shall be reasonable, necessary, and in the public interest. Further, the Parties acknowledge that the use of official time by union representatives is guaranteed by statute, but that when the time is used is subject to assuring that the work of the unit is accomplished on a timely basis.
- c) The following procedures will be followed when union representatives need official time for representational activities:

(1) The Union representative will apprise the Employer of the need for use of official time. If the time requested receives the concurrence of the supervisor, the Union will assure the employee being represented has approval to be absent from his/her workplace. If the Union representative cannot be spared at the time requested, the supervisor will identify an alternate time, within the next 2 workdays, when the representative can be spared for the time estimated for the activity. The union representative will then proceed to coordinate with the employee being represented.

(2) If any delay in the processing of a complaint has any impact on timely action under the grievance procedure, the time limit shall be extended for a period of time equal to the delay.

{3) The union representative will notify his/her supervisor when the Union activity is concluded and the representative has returned to the work area. The amount of time utilized for Union activities will be recorded on the daily time and attendance record under an appropriate job function for union representational activities.

d) The Union will follow all statutory requirements in use of official time.

ARTICLE 9

USE OF FACILITIES AND SERVICES

SECTION 9.1 Union Office. The Employer will provide the Union with a private office on a full-time basis. Furnishings and equipment will be supplied by the Employer. The particulars on this section will be mutually agreed to by the Parties.

SECTION 9.2 Union Meetings. The Union may schedule meetings during nonduty hours or during the flexitime lunch period. The Employer will provide a meeting room, if available, upon request from the Union. Should the Employer determine that they have need of the room scheduled for the Union meeting, the Union will be notified as soon as possible. If such notification is not provided within 7 days of the scheduled date, the Union will have the right to consult with the Employer to make arrangements for another room. With the concurrence of the Parties, a meeting room may be provided by the Employer. The Union will leave any room in the same condition as it was prior to use.

SECTION 9.3 Internal Mail Service. The Employer will grant to the Union occasional use of the internal mail system for distribution of material that is of general interest to all bargaining unit personnel. This service does not include use of the "franked" envelopes, outside delivery services, or other special services. In the event the Union mailings create an undue workload for employees handling the mail, the Employer will contact the Union President and negotiate a resolution of the workload issue.

SECTION 9.4 union Newsletter. The Employer shall permit use of the internal mail system for monthly distribution of the Union newsletter subject to the condition that the contents not be libelous, defamatory, knowingly inaccurate, or intended to embarrass the Employer. If a dispute should arise between the Parties, it will be resolved by mutual agreement of the Parties, subject to final decision under the provisions of the negotiated grievance procedure, if necessary.

SECTION 9.5 Bulletin Boards. Bulletin board space shall be available for Union use in the Employer's buildings occupied by unit members. The bulletin boards are for the posting of notices and literature. The Union shall ensure that the posted material does not defame any individual or organization. The bulletin boards shall be maintained in an orderly condition.

SECTION 9.6 Publication of Meetings. The Employer will publish Union meeting notices in the newsletter, provided such a newsletter is published and the notice is submitted by the date established by the Employer.

SECTION 9.7 Copies of Agreement. The Employer shall furnish copies of this Agreement to all present and new bargaining unit employees. The cost of printing this Agreement shall be borne by the Employer. Copies of the Agreement shall be printed on 4 X 6 inch paper. The cover shall have appropriate titling and be printed on durable card stock.

SECTION 9.8 Lists of Bargaining Unit Members. Upon request, the Employer will furnish the Union, on a quarterly basis, a listing of all employees in the Unit by name, position title, pay plan, occupation code, grade level, and organization code.

SECTION 9.9 Regulatory Publications. The Employer shall provide the Union with access to the Federal Personnel Manual and Reclamation Instructions, and other related official publications of a nonconfidential nature that the Union might need to carry out its representational functions. The Employer will provide the Union with one copy of all agency personnel instructions that are published during the term of this Agreement, as well as subsequent changes to the FPM that are related to conditions of employment.

SECTION 9.10 Directory Listing. Union's name, mail code, and extension shall be listed in the telephone directory.

SECTION 9.11 Corporate Center. Each Union designated representative at the Corporate Center will be furnished a two drawer locking file cabinet at his/her workplace for safekeeping of Union records.

SECTION 9.12 Telefax Services. The Union will be permitted the use of telefax services as mutually agreed between the Parties.

## ARTICLE 10

### POSITION DESCRIPTIONS AND CLASSIFICATIONS

**SECTION 10.1** The Employer will maintain current and accurate position descriptions for bargaining unit positions in accordance with the Office of Personnel Management and Departmental regulations. If an employee believes that he/she is performing higher graded duties on a regular and recurring basis, he/she may request a desk audit of the duties and responsibilities being performed. If the desk audit shows that higher level duties of a grade controlling nature are being performed on a regular and recurring basis, the position description will be amended to include the higher grade duties and the position will be reclassified.

**SECTION 10.2** The Employer will provide copies of draft position classification standards to the Union for comment.

**SECTION 10.3** Employees will be furnished a copy of their position description upon initial assignment to a bargaining unit position or when a change is made in the content of the position description. An employee may discuss with his/her immediate supervisor any changes to the position description.

**SECTION 10.4** The Employer will notify the Union after officially informing a bargaining unit member that his/her position has been reclassified to lower grade, but before the reclassification is effective.

**SECTION 10.5** The Union may provide comments to the Employer about the position classification program.

**SECTION 10.6** If an employee believes that his/her position is misclassified, the employee upon request will be furnished with information on classification appeal rights and procedures.

**SECTION 10.7** The Employer will attempt to ensure that bargaining unit employees in the same organizational entity, who have identical position descriptions and grade levels, receive fair and equitable treatment with regards to job assignments. Employees who are not performing at a fully successful level, or who are in a performance opportunity period, are not covered by this section.



## ARTICLE 11

### DISCIPLINARY ACTION AND ADVERSE ACTION

Section 11.1 Disciplinary actions and adverse actions will be taken in accordance with applicable laws, rules, and regulations in effect at the time of the action.

Section 11.2 For purposes of this article disciplinary and adverse actions are defined in the Department of the Interior Manual 370 DM 752. In the event that manual ceases to exist, the definitions set forth in the Code of Federal Regulations will continue to apply. At the time of this writing, disciplinary actions are defined as letters of warning, reprimands, and suspensions of 14 days or less. Adverse actions are defined as suspensions of 15 days or more, change to a lower grade for disciplinary reasons, and removals. It is the agreement of the Parties that these definitions may change based upon changes to the above cited Department Manual or the Code of Federal Regulations.

Section 11.3 In all cases of written disciplinary and adverse action taken by the Employer against any employee covered by this Agreement, the written notice shall inform the employee that the Union is the exclusive representative. Any such disciplinary or adverse action must be taken for such cause as will promote the efficiency of the service per 5 USC, Sections 7503 and 7513 (disciplinary and adverse actions). Disciplinary actions may only be appealed through the negotiated grievance procedure. Adverse actions may be appealed to either the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both. An employee will be deemed to have exercised his/her option under this section when the employee initiates an appeal under MSPB procedures, or timely files a grievance under the negotiated grievance procedure.

Section 11.4 The Union shall be given an opportunity to be represented at any examination of an employee by the representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee and the employee requests representation.

Section 11.5 The Union has the right to provide representation, when requested by the employee, in all hearings and meetings to which the employee is invited, concerning any adverse action proposed by the Employer. In meetings between the Employer and an employee concerning disciplinary or adverse action, if the employee requests union representation, the meeting will be rescheduled for a time when the employee can bring a union representative if a union representative is unable to attend at the time the request is made.

Section 11.6 In adverse action cases, the employee will be provided an advance written notice of at least 30 calendar days before the effective date of the proposed action (unless there is reason to believe the employee committed a crime for which a sentence of imprisonment may be imposed under 5 USC 7513).

Section 11.7 Proposed notices of disciplinary or adverse action are not grievable. However, once discipline has been administered or the employee has been issued a letter of decision on a formal disciplinary action, the employee may then exercise the appropriate grievance or appeal procedures from the effective date of the action.

## ARTICLE 12

### GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 12.1 The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. The negotiated procedure shall be the exclusive procedure for employees in the unit for resolving such grievances covered by this Agreement.

SECTION 12.2 Definition. Grievance means any complaint by an employee or the Union concerning any matter relating to his/her employment, but the complaint cannot be a grievance under the terms of this Article if the remedy is outside the jurisdiction of local Management or not personal to the employee. The Union or the Employer can file grievances concerning the effect of interpretation, or a claim of breach, of this Agreement.

SECTION 12.3 Matters excluded from consideration under this procedure include the following:

- a) Matters relating to political activities prohibited under 5 U.S.C. 7321.
- b) Matters relating to retirement, life insurance, or health insurance.
- c) A suspension or removal for national security reasons.
- d) The classification of a position which does not result in the reduction-in-grade or pay of an employee.
- e) Any examination, certification, or appointment.
- f) Termination of probationary or temporary employees.
- g) Nonselection for promotion from a group of properly ranked and certified candidates, and nonreceipt of a noncompetitive promotion.
- h) An action terminating a temporary promotion or appointment.
- i) The nonreceipt of an incentive award.
- j) Nondisciplinary oral warnings and counselings aimed at correcting or improving performance or conduct unless unnecessarily done in front of others or in a degrading manner.
- k) Proposals to take disciplinary or adverse actions.
- l) The content of performance standards or elements.
- m) Performance Opportunity Period (POP) notices.

n) Issues of discrimination based on race, color, religion, sex, age, national origin, handicapping conditions, marital status, or political affiliation.

SECTION 12.4 The Parties endorse the principal that problems should be discussed informally between the employee and supervisor with a goal of resolving the problem before action is taken to initiate the grievance procedure.

SECTION 12.5 Employees may present their own grievances without representation. The Union will have the opportunity to be present at any formal discussion, including the settlement, concerning the grievance.

SECTION 12.6 If designated as representative, the Union will counsel employees in a fair and objective manner as to the validity of potential grievances, whether the grievance is warranted, and whether the remedy sought is believed by the Union to be legal and feasible.

If designated as representative, the Union will attempt to discourage a grievance if it believes the grievance has no merit or if there is insufficient evidence.

SECTION 12.7 Informal Procedure. An employee or the union may present a grievance concerning a continuing condition or practice at any time, but a grievance concerning a specific incident must be presented within 15 days of the occurrence of the incident, or of the date the employee or the Union becomes aware of it. However, a grievance will not be rejected as untimely if it is presented within 25 days of the incident, provided the employee or the Union informed the supervisor of the problem in accordance with Section 12.4 **within 15 days.**

The informal grievance procedure is initiated when the employee of the Union fills out the first section of a "Grievance Form and Record" and submits the form to the proper RSC official. This form may be obtained from the Union office. The form will be presented to the employee's immediate supervisor unless the grievance concerns the relationship with, or an action by the supervisor, in which case the grievance may be presented to the next higher-level supervisor. Should the employee or the Union believe that the next higher-level supervisor may also have been involved in the circumstances leading to the grievance, the Union may consult with the LRO to determine if the grievance should be presented to another representative of the Employer.

The first section of the grievance form must be completed and the employee or the Union must sign in the space indicated. The stated grievance must identify the specific nature of the grievance and the grievance cannot be expanded or changed after submittal. The settlement requested must specify the relief sought by the employee or the Union and the settlement cannot be expanded after submittal. The Parties may consult for the purpose of clarification concerning the stated grievance and/or the settlement requested.

If the Union is designated as representative, the employee will be allowed reasonable time to confer with the union representative to prepare for the grievance proceedings. Time away from the worksite must have the approval of the supervisor. The Employer and the Union will consult to schedule meeting times between the employee and the union representative should problems develop which cause continued restrictions in meetings between the employee and the union representative.

The deciding official will give consideration to all available facts and may interview any person believed by the deciding official to be able to provide information relevant to the grievance. The deciding official will record the decision in the second section of the Grievance Form and present it to the employee or to the Union (if designated as the representative) within 15 days of the time the form was submitted to that official.

The employee or the Union will indicate acceptance or rejection of the offered settlement by marking the appropriate box and signing the form. If the offered settlement is unacceptable and if the employee or the Union desires to continue to the formal step of the grievance process, the employee or the Union must briefly explain, in writing, why the offered settlement was not acceptable.

SECTION 12.B Formal Procedure. If the employee or the Union is dissatisfied with the proposed settlement to the grievance offered in the informal step, the employee or the Union, if designated as representative, may, within 10 days, initiate the formal procedure by:

- a) Indicating in the appropriate box of the second section of the Grievance Form that the informal reply was not acceptable and briefly explain the reason why it was unacceptable.
- b) Presenting the Grievance Form to the deciding official for the formal procedure. The deciding official will be the employee's Division or Office Chief unless that individual has been involved as a hearing official in the informal stage or is a party to the grievance, in which case the grievance will be presented to the next higher level of supervision.
- c) The employee may list persons they recommend for interview and indicate their relevant knowledge.
- d) The grievance presented at the formal step must be the same grievance as presented at the informal step and the settlement may not be expanded beyond the settlement requested at the informal step.

The deciding official will meet with the employee and the union representative, if designated, and any other person which the deciding official believes has knowledge relevant to the grievance.

Within 15 days of receiving the grievance, the deciding official will present a proposed settlement to the employee and the Union by utilizing the space provided (or attached sheet) in the third section of the Grievance Form.

If the employee or the Union does not indicate acceptance or nonacceptance within the allotted time, the grievance shall be determined to be resolved and the proposed settlement offered by the deciding official shall be applied.

Section 12.9 Disputes Between the Parties. Grievances regarding the interpretation or application of this Agreement may be filed in writing with the LRO by a Union Officer within 15 days of the occurrence of a specific incident, or of the date the Union Officer became aware of the incident. Individual grievances not involving contract interpretation or application may not be filed under this procedure. A written response to the grievance will be provided to the Union within 15 days of the receipt.

If the Union is dissatisfied with the response, it may, within 10 days, request an additional review by filing a request in writing with the Chief, Labor and Employee Relations Branch. A written response will be provided to the Union within 15 days of receipt.

Should the Union be dissatisfied with that response, it may initiate the arbitration procedure by reference to Section 12.10b.

SECTION 12.10 Arbitration. Only the Employer or the Union may invoke arbitration.

a) personal Grievances. Should the Union be dissatisfied with the answer of the Employer in the above section, it may, within 10 days, initiate the arbitration process by providing the Formal Procedure deciding official, through the LRO, with a memorandum which identifies the specific inadequacies of the Employer's answer and the requested remedy.

b) Disputes Between the Parties. Should either Party believe the other has acted in a manner inconsistent with this Agreement, or should a dispute arise between the Parties concerning the interpretation or application of this Agreement by reference to Section 12.9 of this Agreement, the Parties should make an earnest effort to solve the matter through consultation and discussion. If such efforts fail to produce a mutually satisfactory solution after commencing the above discussions after the final review specified in Section 12.9 of this Agreement, the matter may, within 7 additional days, be referred to arbitration. The Party invoking arbitration shall provide the other with a memorandum specifying the number of the section of the Agreement allegedly violated and a brief description of the incident, the date, and the individuals involved in the violation.

SECTION 12.11 Within 7 days of delivery of either memorandum identified in Section 12.10, the Party initiating arbitration may request that the FMCS (Federal Mediation and Conciliation Service) submit a list of five

arbitrators. As appropriate, the Parties may jointly request that the FMCS provide arbitrators with certain specialized experience.

SECTION 12.12 The Parties shall meet within 15 days of the receipt of the list of arbitrators and attempt to define the unresolved issue(s) and to agree upon an arbitrator. If they do not agree upon one of the listed arbitrators, then the Parties shall each strike one name from the list until one name remains. The remaining person shall be the duly selected arbitrator. If the Parties fail to agree within 5 days on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

If resolution of a grievance involves a dispute concerning interpretation of a law or regulation, the issuing agency will be requested to furnish its interpretation to the Parties to be submitted to the arbitrator. If the interpretation of a regulation is pertinent to resolving a grievance, arbitration services will not be secured until a written authoritative decision is obtained, or 30 days have elapsed from the date the arbitrator was selected, whichever comes first, unless both Parties agree to waive this provision. The arbitrator will not have authority to interpret Government-wide laws or regulations. The arbitrator will be guided by applicable laws and regulations as interpreted by the issuing agency at the time the incident leading to the grievance occurred. The arbitrator will not be bound by interpretations which are issued after such time but will give them consideration if they are presented to the arbitrator prior to a decision being rendered.

SECTION 12.13 The arbitrator's fees, transcript, and all other expenses of the arbitrator, if any, shall be borne equally by both Parties, except if a service (such as a transcript) is requested by only one Party, that Party will then be responsible for that expense and the service will not be provided to the other Party.

SECTION 12.14 The arbitrator shall be requested to render a decision as quickly as possible but, in any event, no later than 3 months after the date of the contracting of the services or 30 days after the hearing is concluded, whichever comes first, unless the Parties mutually agree to extend the time limit.

The arbitrator's decision shall not have the effect of adding to, subtracting from, altering, amending, or modifying any provision of this Agreement.

SECTION 12.15 The decision of the arbitrator shall be final and binding except that the Parties reserve the right to take exception to any award. Only the Employer or the Union may take exception to arbitrator's awards pursuant to an arbitration. Exceptions to arbitral awards may be filed with the Authority by either Party in accordance with the Statute.

SECTION 12.16 All time limits herein may be extended by mutual agreement of the Parties. The initiator of a formal grievance may terminate it by written notification to the deciding official through the LRO. Failure of the

initiating Party or employee to comply with stated time limits or to prosecute a grievance or provide specificity constitutes grounds for denying or terminating the grievance. Issues which are not directly related to the original grievance may not be raised after the first step has been initiated.

SECTION 12.17 If similar grievances are presented at approximately the same time, with concurrence of the Parties, they may be treated as a group grievance.



ARTICLE 13

PERFORMANCE APPRAISAL

Section 13.1 The current procedures set forth by the Department Manual and Reclamation Instruction are incorporated by reference into this contract. At such time that these references are cancelled, withdrawn, or otherwise modified, we agree that we will meet and negotiate on performance appraisal procedures for the bargaining unit, within the limits of authority provided us by the United States Code, the Code of Federal Regulations, and the Department of the Interior directives.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 14.1 It is the positive and continuing policy of the Employer and the Union that all qualified persons are assured equal opportunities in employment matters. **Discrimination on the basis of race, color, sex, national origin, age or handicapping condition, as defined by the appropriate laws, is prohibited. The Employer will continue to welcome constructive contributions** from the Union and employees toward the Employer's goal of equal opportunity and affirmative action.

SECTION 14.2 In keeping with the policy of assuring equal employment opportunity, the Employer will publish and publicize required Equal Employment Opportunity (EEO) Affirmation Action Plans. A completed copy of the adopted plan shall be provided to the Union.

SECTION 14.3 The Employer will solicit constructive contributions from the **Union toward achieving the goal of an integrated work force. The Union may submit proposals to be considered for inclusion in the Employer's Affirmative** Action Program Plan. A copy of this plan shall be provided to the Union.

SECTION 14.4 The Employer shall make available to the Union, copies of the **EEO complaint procedure upon request and updated names of the EEO Counselors who service bargaining unit positions.**

SECTION 14.5 If the Union presents an EEO subject as an agenda item for the monthly Labor-Management Relations meeting, an appropriate staff member may be **made available to discuss the matter and respond to questions from the Union** officers attending the meeting.

ARTICLE 15

OVERTIME AND COMPENSATORY TIME

SECTION 15.1 Employees required to perform authorized overtime services shall be compensated in accordance with applicable rules and regulations.

SECTION 15.2 In order to effectively and efficiently accomplish the tasks of the Employer, the Employer shall determine the number and qualifications of employees required for overtime work. An employee may, upon timely request, be released from an overtime assignment provided another qualified employee familiar with the work (as determined by the Employer) is willing to work overtime. A summary of overtime worked within a work unit, related to a grievance, will be available to the Union upon request. The prior use of approved annual or sick leave by an employee may not prohibit the subsequent assignment of overtime to that employee, provided the supervisor determines the assignment is necessary. If an employee feels that the assignment of overtime will endanger his/her health, the supervisor may excuse the employee from working the assignment and may require medical documentation.

SECTION 15.3 Employees will be given as much advance notice as circumstances permit when unscheduled overtime is required. When possible, the Employer shall notify the employee by close of business on Wednesday of any established, firm, and/or tentative overtime assignments to be worked on the following Saturday and/or Sunday. For the assignment of all other overtime, the Employer will notify the employee as soon as possible after the initial request. The supervisor may consider releasing the employee from overtime assignment when such assignment presents a personal hardship, provided another qualified (as determined by the employer) and willing employee is available to do the work.

SECTION 15.4 Employees called back to work on an overtime basis outside of and unconnected with scheduled hours of work shall receive at least 2 hours of compensation.

SECTION 15.5 When unscheduled overtime is required and the employee is unable to obtain transportation to and from work, upon request, the supervisor may attempt to obtain the overtime services of another employee.

SECTION 15.6 Work permitting, during overtime assignments, the supervisor shall, upon request, release employees from their assignments for a reasonable period of time to enable them to obtain and eat food on their own time, provided the employee has worked at least 4 continuous hours.

SECTION 15.7 When an employee is required to work overtime within 1 hour after the end of the regular workday and this requirement is known prior to the end of the regular workday, the supervisor will seek to schedule the overtime work so that it begins at the end of the employee's regular workday and will seek to provide the employee with other assignments in order to avoid unnecessarily placing the employee in a nonpay status pending the beginning of the overtime work.

SECTION 15.8 When permitted by law and regulation, employees on mandatory training shall receive overtime pay for all hours spent in actual formal training duty in excess of 8 hours per day. Payment will be based upon the Employer verifying the actual time spent in training.

SECTION 15.9 A supervisor making an overtime assignment to be performed on weekends or holidays shall state the hours overtime must be worked in. The employee may, at the time of the assignment, notify the supervisor of the hours he/she wishes to work.

SECTION 15.10 Overtime may be earned in 1/10-hour increments.

SECTION 15.11 The Employer will make a reasonable effort to minimize work schedules which do not allow 8 hours of nonwork between shifts, including overtime shifts.

SECTION 15.12 The Employer will make an effort to provide reasonable working temperatures and air circulation for areas where employees are required to work overtime.

SECTION 15.13 In the interest of employee morale, job continuity, and economy of operations, the first priority when making overtime assignments will normally be given to the employee who is regularly and currently assigned to the job.

.ARTICLE 16

LEAVE

Annual Leave

SECTION 16.1 Employees and supervisors are jointly responsible for scheduling annual leave throughout the year so employees are not forced to lose it because of year-end workload needs.

SECTION 16.2 Work permitting, the Employer shall maintain a liberal leave policy in the following circumstances:

- a) Death in the employee's immediate family;
- b) Illness in the employee's immediate family where the employee's care and attendance are required;
- c) Religious holidays associated with the religious faith of the employee. It is the employee's responsibility to make the supervisor aware, at least 48 hours in advance, of a leave request based upon a religious holiday;
- d) Emergency situations requiring the immediate attention of the employee, provided the employee explains to the supervisor the nature of the emergency; or
- e) Attendance at conventions of civic or other nationally recognized organizations of which the employee is an officer or a contributor on the agenda, and attendance at national the IPFTE conventions by officers of the Union.

SECTION 16.3 Annual leave shall be charged in increments of 15 minutes.

Sick Leave

SECTION 16.4 Employees absent from work because of illness or injury must personally notify their supervisor as early as practicable on the first and each day of the absence, but no later than 8:30 a.m. Notification from other than the employee will not be accepted unless the employee is too physically incapacitated to call. Should the employee be unable to contact the immediate supervisor, the employee shall contact the persons in the order that the supervisor has designated, in writing, for such purposes. It is not acceptable to leave a message with a nonsupervisory employee, unless in accordance with the above instructions. If this procedure is not followed, the supervisor may disapprove the leave and may charge the absence to AWOL in accordance with section 16.16.

SECTION 16.5 Sick leave may be used for medical, dental, and optical examination or treatment. Approval for such leave must be sought at least 48 hours in advance from the employee's supervisor if reasonably possible, and if

not, as far in advance as is reasonably possible. No sick leave shall be approved for time required for travel beyond the Denver metropolitan area unless the treatment that is medically required or recommended is not available in this area.

**SECTION 16.6** Periods of absence on sick leave in excess of 3 consecutive workdays must be supported by a medical certificate. If, in the judgment of the supervisor, the illness or injury did not require the services of a physician, the employee may provide a signed statement explaining the nature of the illness in lieu of a medical certificate. The employee will make a reasonable attempt to provide a medical certificate by the last day of the pay period in which the illness occurred.

**SECTION 16.7** When the supervisor has reason to believe the employee is abusing the sick leave privilege, the supervisor will advise the employee of the questionable sick leave record and the reasons why the employee is suspected of abusing sick leave. If there is not a reasonable improvement in the sick leave record, the employee will then be notified in writing that all future requests for sick leave must be supported by a medical certificate. The written notification requiring an employee to provide a medical certificate will be reviewed at least every 12 months from the date of the written notification.

**SECTION 16.8** Medical certificates shall be signed by physician or practitioner and shall contain the following information:

- a) The date(s) the employee was incapacitated for duty;
- b) The physician's or practitioner's name, address, and telephone number, and;
- c) A statement of the nature of the illness or injury.

**SECTION 16.9** The Union will encourage the responsible use of sick leave and may counsel an employee who the supervisor determines may be abusing sick leave.

**SECTION 16.10** The supervisor retains the right to disapprove requests for sick leave. Sick leave will not be approved for family illness, except in cases of contagious disease requiring quarantine, isolation of the patient, or restricted movement. Disapproved sick leave may be recorded as AWOL in accordance with Section 16.16.

**SECTION 16.11** Employees who are incapacitated for duty because of serious illness or disability involving personal hardship may be advanced sick leave not to exceed 30 workdays (240 hours), subject to established approval procedures. Sick leave will not be advanced in cases where there is reasonable doubt that the employee will be able to repay the advance.

In addition, sick leave may or may not be advanced in cases where the incapacitation of the employee could reasonably have been anticipated and

planned, e.g., cosmetic surgery. In such cases, the specific circumstances of the individual situation will be reviewed prior to a decision being made on advancement of sick leave.

Accumulated sick leave must be exhausted prior to any advance. Sick leave is advanced for not less than 1 day nor more than 30 days during the leave year for full-time employees or a prorated number of days for part-time employees. No employee shall be allowed to accumulate more than 240 hours of advance sick leave.

SECTION 16.12 Sick leave shall be charged in increments of 15 minutes.

#### Excused Absence

SECTION 16.13 Excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. This is referred to as "administrative" leave for timekeeping purposes and is differentiated from official duty such as for training or detail. All excused absences should be documented to the appropriate code on timesheets. The most common reasons for excused absence are outlined below:

- a) Blood donation: Employees may be granted up to 4 hours for donating blood.
- b) Group dismissals: Authority for approving administrative group dismissals is vested only in the Director, RSC, and has been redelegated. Group dismissals are rare, but may be appropriate when:
  - (1) Normal operations are interrupted by events beyond the control of the employer or employees, such as extreme weather conditions and disasters.
  - (2) Managerial decisions to close an office or project for short periods for making repairs, power failure, or other approved reasons.
- c) Physical examination: Employees will be excused when taking a physical examination required by the agency or when required for entry into the Armed Forces.
- d) Health Unit: Visits to the Health Unit up to 1 hour are excused absences. Employees assigned to the Administrative Service Center will be allowed 30 minutes travel time each way to visit the Health Unit at the Denver Federal Center. Routine visits during duty hours must be scheduled with the supervisor in advance.
- e) Relocation: Supervisors may excuse from duty an employee relocated at Government expense for a maximum of 16 hours to conduct premove and/or postmove personal business. The 16 hour maximum applies to the original and new duty station and represents a total number of hours which may be excused. An additional 16 hours, if needed, may be granted

an employee to seek permanent residence at the new duty station provided the employee has not been authorized an advance house hunting trip. Excused leave for relocation activities cannot be granted beyond 60 days of the date the employee officially reports to duty at the new duty station.

f) Mobility Impaired Employees: Employees who are mobility impaired shall be authorized administratively excused absence without charge to leave in cases whenever extreme weather conditions make it difficult for the employee to enter the workplace. This would apply particularly to situations where snow removal has created insurmountable drifts at curb areas. Mobility impaired employees to whom this section applies must be identified in writing in advance of the absence. In addition, those employees to whom this provision applied must contact their supervisor for verification that conditions are severe enough to warrant excused absence.

#### LWOP (Leave Without Pay)

SECTION 16.14 An employee may be granted LWOP for purposes where benefit to the Employer would result.

An employee, when selected by the Union, may be granted accrued annual leave or LWOP to accept a temporary labor organization position or to attend conventions or meetings of labor organizations, consistent with workload requirements of the Employer. LWOP to accept a temporary labor organization position shall not exceed 1 year in any 10 year period for any selected employee.

SECTION 16.15 An employee in LWOP status shall accrue rights and privileges regarding service credit, retention rights during a reduction-in-force, retirement benefits, and coverage under Group Life Insurance and Federal Employee's Health Benefits Programs in accordance with prevailing regulations. The employee may return to the position held prior to the approved leave of absence or to a similar position, unless such position is not available or the employee applied for and is selected for a different position. Should the employee's position need to be permanently filled or abolished during the LWOP period, the employee will be notified and allowed to return to duty.

#### AWOL (Absence Without Leave)

SECTION 16.16 Any absence not specifically approved by the supervisor or designee may be charged as AWOL. AWOL may, as the supervisor determines, be used as the basis for disciplinary action. AWOL differs from LWOP in that AWOL designates unauthorized absence, while LWOP designates unpaid leave approved by the supervisor.



## ARTICLE 17

### PROMOTIONS AND ASSIGNMENTS

SECTION 17.1 Merit promotions and assignments will be made in accordance with Federal laws and regulations, Reclamation Instructions in effect at the time of the personnel action, and this Agreement.

SECTION 17.2 Selection for promotion and temporary assignments will be made without discrimination for any nonmerit reasons such as sex, race, color, religion, national origin, age, physical or mental handicap, political affiliation, marital status, or membership or non-membership in a labor organization.

SECTION 17.3 Advertised vacancies of the Employer will be posted on official bulletin boards in buildings of the Denver Office. Announcements will remain open for a minimum period of 5 workdays.

SECTION 17.4 The opening date for vacancy announcements issued by the Employer will be no sooner than 3 days after the date the announcement is sent for printing. The Employer will attempt to have vacancy announcements available in the Personnel Management Division no later than 3 days after the opening date. The Employer is not responsible for the accuracy, content, or timeframes pertaining to non-RSC vacancy announcements.

SECTION 17.5 Applications are due in the servicing personnel office no later than the closing date of the vacancy announcement. It is to the advantage of the applicant to mail his/her application as early as possible to ensure consideration. If handcarried, applications must be received in the servicing personnel office no later than the closing date during normal business hours. The servicing personnel office must document the date that the rating and/or ranking process is started.

SECTION 17.6 The performance standards, if available, and the position description will be supplied, upon request, for the advertised position at the time of interview.

SECTION 17.7 An employee shall have the right to review his/her completed supervisory appraisal submitted in response to a particular vacancy announcement. Upon the employee's timely request, the supervisor will discuss the appraisal with the candidate before it is forwarded to the Personnel Management Division.

SECTION 17.8 Promotion boards or rating officials will consider relevant knowledge of the candidates' qualifications that is provided with the candidates' application. This would normally include an OF-612 or a resume, written responses to the KSA factors outlined in the vacancy announcement, and any other applicable information submitted by the candidate.

SECTION 17.9 The Employer will attempt to inform applicants for merit promotion vacancies of the selectee's name within 5 work days of the effective date of the personnel action.

SECTION 17.10 Upon request, applicants for positions advertised in vacancy announcements will be provided with the following information:

- a) Whether or not they met the qualification standards.
- b) Whether or not they were in the group from which a selection was made.
- c) Who was selected.
- d) Their own rating on the evaluation factors.

SECTION 17.11 Employees who believe they have incorrectly been rated ineligible may request that the Personnel Management Division perform a redetermination of their eligibility. If, upon review, the Division determines that the original rating was made in error, the employee will be afforded priority consideration for the next similar vacancy.

SECTION 17.12 When an employee is temporarily assigned to a higher level position for 30 days or more, such detail will be documented by the preparation of the proper forms. Should the employer determine it is necessary to continue to detail beyond 60 days and the employee meets the qualification requirements for the position and time-in-grade requirements, a temporary promotion will be effected.

SECTION 17.13 The Employer shall conform with Reclamation Instructions on the Surplus Employee Placement Program and Departmental Manual regulations on the Departmental Career Placement Assistance Program. The Union shall be kept apprised of personnel placements into bargaining unit positions made under either of these programs.

SECTION 17.14 If selecting officials desire to conduct interviews, candidates interviewed shall be interviewed using the same job-related questions and criteria.

SECTION 17.15 If an employee receives a temporary promotion to a higher-level position, the employee shall not lose any of the waiting period for a within-grade increase in the regular position from which he temporarily promoted or of the waiting period for promotion to a higher grade.

SECTION 17.16 The Personnel Management Division will maintain a list of all Bureau employees who are eligible for priority consideration for placement. The Union shall be notified of the reason the Employer did not repromote these employees. Employees demoted without personal cause will be advised of the "special consideration for repromotion" provisions for which they qualify in accordance with rules, regulations, and the procedures ensuring proper consideration along with their notice of the action.

SECTION 17.17 When an employee is authorized to act for his/her supervisor for 1 week or more, such authorization shall be documented by the supervisor via official written memorandum to the employee.

SECTION 17.18 Nothing in this Agreement shall alter the requirements of the Bureau's current Merit Promotion Plan.

ARTICLE 18

REDUCTION-IN-FORCE

SECTION 18.1 Reduction-in-Force (RIF) will be made in accordance with Federal laws, regulations, and appropriate Reclamation Instructions in effect at the time of the RIF.

SECTION 18.2 When possible, the Employer will notify the Union at least 20 days prior to issuing notice(s) of RIF involving employee(s) , and to inform the Union of the reason for the RIF, the affected competitive levels within the Union's bargaining unit, and the number of employees in the levels initially affected. After giving each affected employee initial notification of his/her RIF, the Employer will notify the Union, in writing, concerning the numbers and types of positions initially affected, and the date the action is projected to be effective. In the event a group meeting with all affected employees is conducted by the Employer to explain the RIF procedures and answer pertinent questions, a Union representative shall be invited.

SECTION 18.3 Employees involuntarily demoted without personal cause will be advised of the "priority consideration for repromotion "provisions for which they qualify in accordance with rules and regulations and the procedures ensuring proper consideration when presented their specific RIF notice.

SECTION 18.4 The Employer will consider filling vacancies with qualified employees who are being affected by the RIF prior to recruiting to fill the position.

SECTION 18.5 When an offer of repromotion is made, the employee will indicate in writing either acceptance or refusal to accept the repromotion, depending on the employee's choice. Declination of a promotion offer to the employee's previous grade of a position within the RSC will end eligibility for priority consideration.

SECTION 18.6 When a potential repromotion placement exists, employees eligible for priority consideration shall be considered prior to taking any action to fill the vacancy.

SECTION 18.7 The Union shall have the right to designate, - ariting, two Union representatives to review retention registers containing the names of bargaining unit members. Union requests for other related records shall be subject to review by the Employer. Among the criteria for review shall be the Privacy Act, confidentiality restrictions, and the relationship of the Union's request to its representational responsibilities under this Article.

SECTION 18.8 The Employer shall attempt to minimize displacement actions incurred by a RIF to the extent feasible through reassignment, retraining, and other actions that may be taken to retain employees.

SECTION 18.9 The Employer agrees that employee(s) will be notified they may be represented by the Union in briefings, counseling sessions, or meetings.

The role of the Union will be to facilitate employee understanding of the RIF **process.**

ARTICLE 19

TRAINING

SECTION 19.1 The training and development of bargaining unit employees to perform their assigned duties and responsibilities is a matter of significant importance. The Employer will encourage employees to plan and follow plans for self-development when those plans have a relationship to assigned duties and responsibilities.

SECTION 19.2 In recognition of the mutual advantages to the Parties, the Union may make recommendations to the Employer relative to the training of employees, which the Employer will consider implementing. The Parties may meet to discuss views, programs, and training progress upon the request of either Party.

SECTION 19.3 The Parties endorse the principle of employee participation in identification of job-related training during the annual training needs process.

SECTION 19.4 Upon written request, the Employer will consider releasing employees from training for personal hardship or other legitimate reasons. Denials of such requests will be in writing and state the reason(s) for denial. A copy of the written denial will be forwarded to the Union.

SECTION 19.5 Training shall be offered without regard to an employee's membership in the bargaining unit or the Union.

SECTION 19.6 The Employer will encourage and assist employees in the development of individual plans to enable them to meet career goals related to their assigned duties and responsibilities. Such plans are for the guidance of employees and do not obligate the Employer to provide any training.

SECTION 19.7 When in-house training sessions are conducted, they will be scheduled between 7:30 a.m. and 4:00 p.m. to the extent practicable.

SECTION 19.8 Job-related training requested by the employee will be directed to the supervisor.

SECTION 19.9 The Employer shall consider the Union's recommendations concerning improvement of the effectiveness of the Employer's Upward Mobility Program.

SECTION 19.10 An employee will have the right to raise lack of necessary training as a defense to a disciplinary, adverse, or unacceptable performance action.

SECTION 19.11 Prior to instituting major changes in a training program affecting employees, the Employer will consult with the Union.

SECTION 19.12 The Training Office will maintain information received about suitable and available educational resources. The Union, on its part, will encourage employees to take advantage of suitable self-development opportunities.

ARTICLE 20

UNION-SPONSORED TRAINING

SECTION 20.1 The Union shall be allowed a bank of 320 hours of official duty **time each contract year for officers and area representatives to attend Union-sponsored training that is related to Union's representation rights under the Federal Service Labor-Management Relations Statute. If an increase in area representatives has been negotiated at the i-year anniversary date of this Agreement, the Union will be allowed to negotiate on the bank of hours of official duty time. These hours shall only be for actual classroom attendance, not for travel to or from the training. Written request to attend** such training must be submitted to the LRO, along with the curriculum of the intended training that states the purpose and outlines the course of instruction and specific time limits and dates. .The written request for training shall be submitted at least 20 working days before the training is scheduled to begin. There shall be no cost to the Employer for travel or per diem.

**SECTION 20.2 Internal Union matters, such as dues collection, election of officers, appointments of area representatives, and solicitation of membership shall not be training session topics. The Parties recognize that the purpose of the training is to educate officers and area representatives to better understand the Union-Management contractual relationship under the terms of the Basic Agreement.**



## ARTICLE 21

### TRAVEL

SECTION 21.1 To the extent practicable, the Employer shall schedule the time to be spent by an employee in a travel status away from his/her official duty station within the regularly scheduled workweek/work hours of the employee.

SECTION 21.2 Employees required to work overtime while on temporary duty will be compensated per the applicable laws, rules, and regulations.

SECTION 21.3 Twenty-four hours prior to commencement of travel, employees who are required to travel will be provided with travel orders and advance funds not to exceed the legal maximum. If, as a result of unforeseen circumstances, the 24-hour notice cannot be given, the Employer will prepare a request for the necessary funds and will attempt to provide for the request to be walked through to the Imprest Cashier for payment.

SECTION 21.4 Employees are required to submit their travel vouchers to the Employer's Travel Section within 5 workdays of return from a travel assignment. All properly completed temporary duty travel vouchers will normally be processed within 2 weeks of receipt.

SECTION 21.5 Employees will be selected for assignments involving travel according to the needs of the Employer and the skill of the employee. The Employer will consider the expressed desires of the employee in making field assignments. If, for reasons of personal hardship, the employee requests to be excused from travel, the Employer shall attempt to secure the services of another qualified employee.

SECTION 21.6 Official travel shall be accomplished by the method of transportation that is considered most advantageous to the Government.

SECTION 21.7 It will be the employees responsibility to secure commercial lodging within the allowable per diem rates and the Federal Travel Directory. In the event that commercial lodging is not available, the current Travel Guide procedures and policies will apply.

SECTION 21.8 The Employer recognizes the interest of employees in receiving adequate advance notice of pending travel assignments. The objective of the Employer will be to provide 5 days advance notice to bargaining unit employees when, in the judgement of the Employer, there is sufficient time to pre-arrange the temporary duty travel event. Examples of situations where 5 days advance notice is not appropriate are emergencies, requests for immediate assistance from the Employer, and unforeseen events.

SECTION 21.9 Employees on official travel during nonduty hours will be paid overtime or receive compensatory time off, as appropriate, and in accordance with Reclamation Instructions FPM RSS0.11 and the current Administrative Directive on overtime. The Employer will notify the Union of any change to these instructions, or the manner in which the Employer applies these

instructions. Negotiations concerning implementation and impact will be initiated in accordance with Article 7 upon request by the Union. These instructions will be available for review to the Union or any other employee upon request to the LRO.

ARTICLE 22

SAFETY AND HEALTH

**SECTION 22.1** The Employer is responsible for maintaining a working environment that is free of hazards likely to cause accidents, injuries or illnesses. Applicable regulations in effect during the term of this Agreement will be followed.

**SECTION 22.2** Required training will be provided to employees who are assigned recurring duties which involve potential hazards to safety and health.

**SECTION 22.3** Employees are encouraged by the Employer and the Union to be alert for unsafe practices, equipment, and conditions; as well as environmental conditions in their immediate area which represent health hazards. When apparent unsafe or unhealthy conditions are observed by the employee, the employee should report them immediately to supervisory personnel for investigation. The purpose of employee reports of hazardous or unhealthy working conditions is to inform the Employer of the existence of, or potential for, unsafe or unhealthy working conditions.

**SECTION 22.4** Any unsafe or unhealthy condition may, at the option of the employee, be brought to the attention of the Union following notification to the supervisor. Unsafe conditions discovered by the Union may be brought to the attention of the Supervisor, Property and Facilities Group.

**SECTION 22.5** If the supervisor finds that the unsafe condition exists, he/she will promptly take action aimed at abating the hazardous condition. If the hazard cannot be abated promptly within the authority and resources of the employer, the affected employee and the Union will be kept informed of the steps being taken to resolve the problem.

**SECTION 22.6** If, after investigation of the employee's report, the supervisor determines that no hazardous condition exists, he/she shall notify the affected employee of this fact as soon as practicable. At this time, the reason(s) why the condition was found not hazardous will be furnished to the employee.

**SECTION 22.7** Should the affected employee or the Union be dissatisfied with the supervisor's response to the reported hazardous condition, he/she may advance the report of the hazardous condition to the Supervisor, Property and Facilities Group. If this Supervisor, after review of the problem, determines that the hazardous condition exists, he/she will take prompt corrective action. If the hazardous condition is found not to exist, the Supervisor, Property and Facilities Group will notify the employee(s) and/or the Union of this fact promptly. The reason why Management does not believe that a hazardous condition exists will be furnished.

If further review of the alleged hazardous condition is desired by the Union, the union will then request review first by the Leader, Property and Office

Services, and then by the Director, Management Services Office if the matter is still unresolved.

SECTION 22.8 Employees shall not be subjected to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy condition; or for any other appropriate participation in the safety program.

SECTION 22.9 When a temporary physical disability, supported by a medical certificate signed by a doctor, prevents an employee from performing his/her full range of duties, the Employer will make reasonable effort, when consistent with work needs and requirements, to temporarily assign the employee to tasks within his/her capacity.

SECTION 22.10 Upon request of the Union and with the approval of the employee, the Employer will provide the Union with a copy of the report of a disabling accident.

SECTION 22.11 Employees assigned as floor monitors shall receive appropriate training on a regular basis to instruct them in their basic duties.

SECTION 22.12 Restroom facilities shall be maintained in a clean and sanitary condition. Proper lighting and ventilation will also be maintained.

SECTION 22.13 The Employer will inform employees of the requirements for filing a compensation claim through posters and an annual bulletin.

SECTION 22.14 If there is an environmental failure in any area of the RSC which in the judgement of the Employer affects the health or safety of employees, and the Employer determines that the services of such employees are not needed, affected employees will be released without charge to leave for the duration of the evacuation.

SECTION 22.15 When extreme or adverse environmental work conditions exist, the Union may consult with the Leader, Property and Office Services to identify the problem and those actions which may eliminate or reduce the impact upon employees. If a satisfactory resolution of the issue is not reached, the Union may take the issue to the Leader, Safety and Health Services.

SECTION 22.16 The Union will be informed of new and existing safety committees within the RSC affecting members of the bargaining unit and shall have the option of being represented if bargaining unit members are on the committee.

SECTION 22.17 In all hazardous work areas, and in areas where employees commonly work irregular tours of duty, an emergency telephone number shall be displayed.

SECTION 22.18 Employees may bring concerns over the operation or maintenance of facilities affecting them to their supervisor and/or Union representative.

The parties may meet periodically as mutually agreed upon to discuss these **concerns and efforts to effectively resolve them.**

**SECTION 22.19** When adverse environmental conditions exist in the work area, affected employees may be provided with heaters and/or fans, depending on the nature of the problem.

SECTION 22.20 To the extent possible, building temperatures will be maintained in accordance with FPMR 101-20.107(c).

**SECTION 22.21** The Employer will maintain a current "Self Protection Plan" for employees. The Employer will annually reaffirm the importance of this plan in writing, and will reissue the summary of the meaning of various alarm codes. The Employer will coordinate with GSA and the appropriate fire departments in an effort to maintain an effective fire alarm system. The Employer will ensure that deaf employees are informed of any evacuation of the building in which they are working and will provide assistance for disabled employees.

ARTICLE 23

CONTRACTING OUT

SECTION 23.1 Studies of commercial activities designated by the Employer for **review under OMB Circular A.76 procedures which are currently performed by** bargaining unit employees will be subject to the following procedures:

- a) The Employer will keep the Union informed of the schedule of **commercial activities subject to OMB Circular A-76 review in the RSC, and of any changes or revisions which are made in the schedule.**
- b) The Employer will notify the Union, prior to implementation, of **OMB Circular A-76 reviews which may impact the bargaining unit. The Union will be invited to attend group meetings which may be held with affected employees. Progress reports will be provided to the Union at the monthly Labor-Management Relations meetings.**
- c) **The views of the Union will be solicited if meetings are conducted to solicit recommendations for the most efficient organization (MEO).**
- d) **The completed statement of work developed for the function under review will be provided to the Union upon issuance of the solicitation.**
- e) **The Employer will provide to the Union the resulting total cost figure of the apparent low bidder and the in-house cost estimate figure at the time this information can be released.**
- f) **If a function is to be contracted out, the Union will be notified in writing and given the effective date of the contract and afforded the opportunity to negotiate the impact and implementation of the contracting out action. Written proposals shall be provided within 10 working days unless the parties mutually agree to an extension of the response deadline.**

SECTION 23.2 **The Parties agree that any negotiations concerning contracting out of specific functions under the A-76 program to reduce costs should be conducted as quickly as possible.**

ARTICLE 24

FREEDOM OF EXPRESSION

SECTION 24.1 Employees are encouraged to report to the Employer any unusual **or improper conditions at the RSC such as violations of any law, rule, or regulation, mismanagement, a gross waste of funds, an abuse of authority, or a** substantial and specific danger to public health or safety. Employees shall **not be harassed, disciplined, or discriminated against in conditions of** employment for lawful reporting to higher authority.

ARTICLE 25

SPACE MANAGEMENT

SECTION 2s.1 Provisions for Handicapped Employees. The Employer agrees to provide reasonable accommodations for handicapped employees in accordance with applicable laws and regulations.

SECTION 25.2 Office Space:

- a) Adequate Space. The Employer agrees that the allocation of space and furnishings for the space, such as file cabinets, desks, bookcases, etc., shall be adequate to maintain an efficient work environment and for performance of assigned duties.
- b) Decorations. Employees have the right to decorate their working areas with plants, prints, photographs, awards, posters, and artistic or symbolic representations appropriate to the working environment. The display of these items must not be inconsistent with GSA governing regulations. Both the employee and the Employer have a responsibility not to deface Government property or impair its function.

SECTION 25.3 Facilities,

- a) Heating, ventilation, and Air Conditioning (HVAC). The Employer shall coordinate with GSA in providing an adequate HVAC system and in maintaining HVAC at an acceptable working environment within the temperature and ventilation range outlined in GSA regulations and specifications in offices under GSA's jurisdiction.
- b) Rest Rooms and Water Fountains. The Employer shall coordinate with GSA to ensure that rest rooms are adequate in size and number and properly equipped in accordance with Government specifications as they may be amended. The Employer shall coordinate with GSA to assure that water fountains operate and are located in accordance with Government specifications as they may be amended. The Employer shall request that GSA check water quality on a regular basis as well as when a complaint is received on the taste, color, or smell of the water. The Employer will notify all employees of results of these tests. In addition, the Employer shall request GSA to spot check the water for contaminants prior to the initial occupancy of new space.
- c) Compliance with Building Codes. The Employer shall coordinate with GSA to assure that:
  - (1) Office space, whether leased or Government-owned, will comply with the applicable fire and building codes.
  - (2) Routine Maintenance. The Employer shall request from GSA a copy of its routine and scheduled maintenance schedule and, upon receipt, a copy of the schedule shall be posted on an Employer's



bulletin board. The Employer shall carefully monitor the compliance with the provision of routine and scheduled maintenance services in accordance with the GSA schedule. If scheduled services are not provided, the Employer shall bring it to GSA's attention and request that GSA take corrective action.

SECTION 25.4 Moving of Employee work Stations. Space adjustments shall be implemented in such a way as to minimize disruption to employees.

SECTION 25.5 Notification to Union of Space Change. When the Employer makes a decision to implement a space change that is more than de minimous, it shall notify the Union and the Union will be given an opportunity to negotiate. The Union shall be advised of the proposed implementation schedule and, upon request, shall be informed of the Employer's plans for the proposed implementation of the move. The Union shall be advised throughout the planning and implementation process after a decision has been negotiated. (See Article 7 for procedures.)

SECTION 25.6 Work Space Selection. The Employer is encouraged to involve affected employees in the design and layout of work space in their area.

SECTION 25.7 Information Remitted by the Union. Upon written request, the Employer shall provide the Union with:

- a) Floor plans with detailed specifications.
- b) Any other material necessary to provide the Union with complete information on a space move.

ARTICLE 26

VOLUNTARY SALARY ALLOTMENTS OF UNION DUES

SECTION 26.1 Pursuant to this Agreement, the Employer and the Union agree to the inclusion of payroll deduction of Union membership dues. Employees covered by this Agreement may allot portions of their biweekly salary for **remittance by the Employer of Union dues to the Union.**

SECTION 26.2 This service shall be subject to the following provisions:

- a) Regulations of the Office of Personnel Management, the Department of **the Interior, the Bureau of Reclamation, and applicable provisions of** the CSRA, particularly parts thereof establishing standards regarding **eligibility of employees for this service and designating the purposes** of the deduction to be made, shall be applied by the Employer without **further amplification of specification herein.**
- b) **The Union is responsible for distributing standard authorization** forms (SF-1187) to employees, and for forwarding the completed forms to **the Employer. Salary allotments of Union dues by employees is voluntary. The exact amount to be withheld, from each biweekly salary** payment of each employee making this allotment, shall be designated on the form.
- c) **No employee may designate more than one Union as the recipient of** dues deducted from his/her salary.
- d) Deductions shall be made each pay period. Separate payments by the Employer to the Union shall be made at the same interval. Deductions from the salaries of individual employees shall begin on the pay period **following the one in which their authorizations are received. The** amount remitted by the Employer shall be the total of all allotments **made to the Union.**
- e) Once each year as applies to basic dues, or as required by changes in cost of Union benefit programs, the Union may notify the Employer of changes in the amount to be deducted from the salaries of employees who have authorized Union salary allotments. The Employer will effect such changes for the first pay period following receipt of such notifications, unless a later date is specified in the notifications. **Temporary increases in dues allotments will be allowed after consultation with, and concurrence by the Employer.**
- f) The Union shall promptly notify the Employer when any employee who **has authorized payment of salary deductions to it ceases to be a member in good standing. The Employer will notify the Union when changes in an** employee's employment status make him/her ineligible for further deductions. At that time the Employer will inform the employee of their **ineligible status. Should the employee fail to take action within 14**

days of the date of the Employer's notification, the Employer may take action to cancel the dues allotment.

**g)** Individual employees may obtain standard revocation form (SF-1188) from the Employer or may notify the Employer by letter that they desire **to revoke their deductions. Revocation notices may also be submitted** through the Union if the employee so desires. Employees may not revoke **their elections for dues deduction earlier than 12 months following the** date the deduction began. The Employer shall promptly notify the Union **after receiving any such notice.**

## ARTICLE 27

### EFFECTIVE DATE, DURATION, AND AMENDMENT

SECTION 27.1 The effective date of this Agreement shall be the date approved by the Department after ratification by the Union membership. This Agreement shall remain in effect for 3 years; however, the Agreement shall be automatically renewed 3 years from the effective date and on each subsequent anniversary thereafter, unless amendment is sought by either Party. Request to amend the Agreement must be provided by either Party to the other Party, between 90 and 60 days prior to the anniversary date, which is 3 years after the date the Agreement is approved by the Department. During the first 3 years of the Agreement, if the parties mutually agree, the contract may annually be reopened to amend terms of the contract for an improved labor-management relationship. The decision of either Party not to reopen shall not be appealable in any forum.

SECTION 27.2 When negotiations are necessary, the Parties will negotiate with teams of three members, with all having voice at the table. However, only the chairmen of the teams can commit the Parties to agreement. The identity of the chairman of each team will be identified in writing to the other Party prior to the initiation of negotiations. The Party requesting that negotiations be opened, will provide their proposals for negotiations within 45 days after notice is given that they wish to negotiate changes to the Agreement. The other Party will then have 15 days to submit counterproposals on the proposals submitted to the party requesting negotiations be reopened. If both Parties wish negotiations to be opened, they will mutually exchange bargaining proposals and counterproposals within the timeframes cited above. No new articles or subjects may be considered in negotiations unless they are introduced through this procedure, or it is mutually agreed that the additional subjects or articles will be negotiated upon.

SECTION 27.3 The Parties will initial each article and section as agreement is reached.

SECTION 27.4 The negotiation teams will negotiate written ground rules which include the amount of duty time each team will use to prepare for negotiations, dependent upon the extent of proposals and counterproposals the parties believe are necessary. Both teams will initially be provided equal amounts of time. Additional time may be mutually agreed upon, as necessary. The Parties will negotiate to agreement or impasse on all proposals submitted in accordance with Section 27.1 above. After all proposals have been considered, if agreement has not been achieved, either party may declare impasse. At that time, the procedures of the Federal Service Labor-Management relations statute for impasse mediation and resolution will be followed.

Executed and recommended for approval:

For the IFPTE

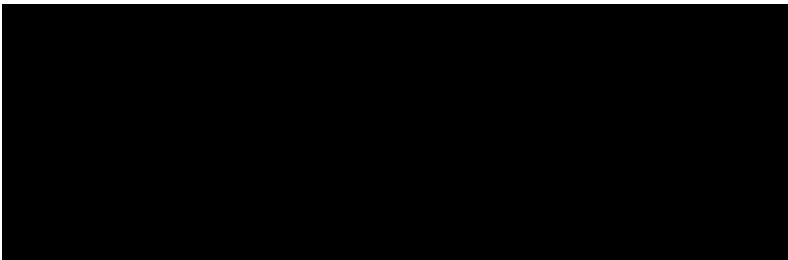
For the Denver Office



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Date

Approved:



5/23/96  
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