

***COLLECTIVE BARGAINING AGREEMENT***

***BETWEEN***

***THE BUREAU OF LAND MANAGEMENT***

***ARIZONA STATE OFFICE***

***PHOENIX FIELD OFFICE***

***KINGMAN FIELD OFFICE***

***AND***

***NATIONAL FEDERATION OF FEDERAL EMPLOYEES***

***LOCAL NO. 376***

***Covering***

***Professional and Non-Professional Employees***

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## ARTICLE 1

### AUTHORITY

**1.1 Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor Management relations, the following Articles of this basic Agreement, together with any and all supplemental Agreements and/or Amendments which may be agreed to at a later date, constitute a total Agreement by and between the United States Department of the Interior, Bureau of Land Management, Arizona, hereinafter referred to as the Agency, and the National Federation of Federal Employees (NFFE), Local 376, hereinafter referred to as the Union, for the employees in the unit described in Article 2, hereinafter referred to as the Employees. Hereinafter, the Parties refers to the Agency and Union collectively.**

**1.2 This Agreement is entered into pursuant to the Letter of Exclusive Recognition dated September 22, 1969.**

## ARTICLE 2

### COVERAGE

**2.1 This Agreement is applicable to all professional and non-professional employees of the Arizona State Office and the Phoenix Field Office, and Kingman Field Office. Excluded are: (1) management officials; (2) supervisors; (3) confidential employees; (4) employees engaged in personnel work in other than a purely clerical capacity; (5) employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or (6) employees primarily engaged in investigation or audit functions relating to the work of individuals employed by the agency whose duties directly affect the internal security of the agency.**

**2.2 The BLM recognizes the Union as the exclusive representative under the provisions of the Civil Service Reform Act.**

**2.3 Employees or applicants seeking employment shall not be required as a condition of employment, transfer, promotion, reassignment, or retention to become or to remain a member of a labor organization, or to pay money to the**

organization, except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

### **ARTICLE 3**

#### **PURPOSE**

3.1 The Parties to this Agreement recognize that they have a mutual interest in the effective accomplishment of the assigned responsibilities of the Agency, and that their mutual interest will be furthered by the establishment and maintenance of this Agreement. It is recognized, therefore, that the participation of the employees through their Union in the formulation and implementation of personnel policies and procedures which affect them will contribute substantially to the improvement and efficient administration of the public service.

### **ARTICLE 4**

#### **DUES WITHHOLDING**

4.1 The Agency shall continue to deduct Union dues from the pay of employees in the Unit, subject to the following provisions:

- a. The Union agrees to procure Standard Form 1187, "Request for Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues" and Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Labor Organization Dues" and furnish them to eligible unit members desiring to authorize/cancel an allotment for withholding dues from their pay.
- b. The President or other authorized official of the Union will certify on each SF-1187 that the employee is a member in good standing of the Union, insert the amount to be withheld and submit completed SF-1187s to the Labor Relations Office.

- c. If eligible, allotments will be approved and processed by the Labor Relations Office within one (1) full pay period after receipt of the SF-1187 or SF-1188 at no cost to the Union or members.
- d. The Union will promptly notify the Labor Relations Office, in writing, when a member of the Union is expelled or ceases to be a dues-paying member.
- e. The Union agrees to provide the Agency Payroll Office with the appropriate mailing address of the Union official authorized to receive the remittance check, should it change. In addition, the President of the Union will immediately notify the Labor Relations Office in writing of any change in the name and/or address of the financial officer of the Union.
- f. An allotment for deduction of an employee's Union dues may be terminated by the employee through submission to the Human Resources Office of an SF-1188 properly executed in duplicate by the individual employee. However, any such allotment may not be revoked for a period of one year. It is the employee's responsibility to confirm that the written revocation is received in the Human Resources Office. The Human Resources Office upon receipt shall transmit a copy of the SF-1188 to the Payroll Office for processing and forward a copy to the Union President.

## ARTICLE 5

### NEGOTIATIONS, SUPPLEMENTAL AGREEMENTS AND IMPASSES

**5.1 NEGOTIATIONS:** Both Parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. The Parties agree to make every reasonable effort to resolve all differences which arise between them in connection with administration of this Agreement.

**5.2** It is agreed that the Agency shall notify the Union of proposed substantive changes affecting personnel policies, practices and conditions of employment. Such notification shall be furnished to the Union President or Vice President and shall include the proposed implementation date or a reasonable estimate of the date

with revisions as they are made. Notice shall be given to the Union 15 calendar days prior to implementation unless the Agency is not given sufficient notice from higher authority to allow it to meet such timeframes, or if an exigency of the public business exists.

Should the Union desire to negotiate concerning the changes, it must notify the Agency in writing within five (5) calendar days of receipt of the proposal notification.

The Union will then have an additional five (5) calendar days to submit a written proposal. Failure to submit proposals within the time period will waive the right of the Union to bargain on the issue(s).

**5.3** It is understood that no provisions of this Agreement shall nullify or invalidate the rights of employees, the Union or Agency established by Title VII, other statutes or regulations of appropriate authorities. It shall not relieve the Agency of the responsibility to negotiate with the Union on appropriate matters.

**5.4** The following procedures shall be utilized for negotiation sessions:

- a. The number of members on either negotiating committee on official time shall not exceed three (3) unless by mutual consent.
- b. A Chief Negotiator will be designated for each negotiating committee. The Chief Negotiators will speak for their respective committee. Other members may speak with the approval of their committee's Chief Negotiator.
- c. Names of the members of each negotiating committee will be exchanged formally by the Parties in writing no later than five (5) calendar days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other Party no later than one (1) calendar day prior to the next negotiating session.
- d. Impact and implementation (I&I) bargaining/negotiation sessions between representatives of the Agency and the Union shall be conducted on official time. Such bargaining is considered a part of the Union's duty to represent employees during the life of the Agreement.

- e. As agreement is reached, each section will be initialed by the Chief Negotiators. These sections are not final until agreement has been reached in its entirety.
- f. Upon reaching agreement on all Articles, the Agreement shall be signed by members of both negotiating committees, signed by the Union President or Vice President, and then submitted to the appropriate Agency official for approval.

**5.5 Negotiations for supplemental agreements may be entered into at any time by mutual agreement of the Agency and the Union. Requests to negotiate supplemental agreements must be made in writing. No changes other than those requested or covered by the proposal shall be considered unless by mutual agreement.**

**The Parties shall negotiate for a period not to exceed 24 hours within a five (5) workday period. If issues remain unresolved, ADR (Alternate Dispute Resolution) will be utilized. The ADR source will be of mutual agreement.**

**Supplemental agreements shall be signed by members of both negotiating committees. All supplemental agreements, unless indicated otherwise, will become effective upon approval of the appropriate Agency official, and shall remain effective concurrent with this Agreement.**

**5.6 When the Parties to the Agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the Parties shall again attempt to resolve any impasses. Either or both Parties may seek ADR.**

**5.7 The Parties agree that any and all prior collective bargaining agreements, agreements, supplemental agreements, amendments, memorandums of understanding (MOU), past practices, or any other arrangements either in writing or implied are null and void commencing on the date of approval of this Agreement.**

## ARTICLE 6

### MANAGEMENT RIGHTS

**6.1 Nothing in this Agreement shall affect the right of Management to determine the mission, budget, organization, number of employees and internal security**

practices of the Agency. In accordance with applicable laws, Management may hire, assign, direct, lay off and retain employees in the Agency, or suspend, remove, reduce in grade or pay or take other disciplinary action against employees. Management also has the right to assign work, to make determinations with respect to contracting out and to determine the personnel by which Agency operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and to take whatever actions may be necessary to carry out the Agency mission during emergencies.

## ARTICLE 7

### EMPLOYEE RIGHTS

7.1 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 Federal Service Labor Management Relations Statute, Chapter 71 of Title 5, such right shall include the following:

- a. The right to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress or other appropriate authorities and
- b. The right to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Chapter 71 of Title 5.

## ARTICLE 8

### UNION RIGHTS

8.1 The Agency recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and consultations with the Agency concerning

**grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit.**

- a. The Parties agree that one (1) Union representative for the Arizona State Office may be appointed to represent the above Agency, one (1) Union representative at the Phoenix Field Office and (1) Union representative at the Kingman Field Office.**
- b. The Union shall provide the Agency in writing and shall maintain a current list of all authorized Union representatives.**

## **ARTICLE 9**

### **DURATION OF AGREEMENT**

**9.1 The effective date of this Agreement shall be the date approved by the Office of the Secretary of the Interior in accordance with 5 USC 7114. It shall remain in effect for a three (3) year period and will automatically be renewed on a year-to-year basis thereafter on the anniversary date, unless between 90 and 60 calendar days prior to such date either Party gives written notice of its desire to amend or modify the Agreement. If such notice is given, each Party shall notify the other Party of a maximum of three (3) articles they would like to reopen for negotiation. One or all of the three (3) articles could conceivably be the same as the other Party's. This Agreement shall remain in effect until the changes have been negotiated and approved.**

**9.2 This written Agreement will only be amended as required to comply with law, court decisions, executive orders or regulations in accordance with instructions set forth by the Secretary of the Interior. Should a portion of this Agreement be found to be unworkable or defective, the Parties may, upon mutual agreement, reopen negotiations on that portion. Request for amendments must be in writing and accompanied by a summary of the modifications or amendments proposed.**

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

**10.1 Grievance means any complaint: (A) by an employee concerning any matter relating to the employment of the employee; (B) by any labor organization concerning any matter relating to the employment of an employee; or © by an employee, labor organization or agency concerning: (I) the effect or interpretation or a claim of breach of a collective bargaining agreement; or (ii) any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.**

**10.2 The Parties recognize the importance of settling complaints, disputes and problems promptly, fairly and in an orderly manner that will maintain the self respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.**

**10.3 Employees are encouraged to discuss any cause of dissatisfaction with their immediate supervisor in an effort to resolve the matter. When this is not effective, Alternate Dispute Resolution (ADR) should be used whenever possible. ADR refers to informal discussions to resolve a perceived matter. The Parties shall make every effort, including ADR, to informally resolve complaints or problems to avoid submitting a formal grievance. Such efforts shall not serve to extend the time limit (as referenced in Section 10.6 of this Article) for filing a formal grievance.**

**10.4 Employees, witnesses or their representatives will be free from restraint, coercion, discrimination or reprisal in seeking adjustment of grievances.**

**10.5 This negotiated grievance procedure does not apply to:**

- a. Matters relating to political activities;**
- b. Retirement, life insurance or health insurance;**
- c. A suspension or removal for national security reasons (5 USC 7535);**
- d. Any examination, certification or appointment;**

- e. Classification of a position which does not result in the reduction in grade or pay of an employee;**
- f. Equal Employment Opportunity complaints;**
- g. Laws, regulations and policies not related to an employee's working conditions;**
- h. The content of statutes, executive orders, regulations and policies;**
- I. Non-selection for promotion from a group of properly ranked and certified candidates;**
- j. Counseling sessions including a preliminary oral or written caution between a supervisor and employee;**
- k. Proposals to take disciplinary, performance-related or adverse actions;**
- l. An action which terminates a temporary promotion within a maximum period of two years and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted;**
- m. Non-selection for a detail;**
- n. Termination of employees serving a probationary period;**
- o. Termination of employees serving a trial period;**
- p. Termination of a temporary employee for cause, expiration of appointment or for other conditions of appointment, (e.g., budgetary, lack of work, etc.);**
- q. The contents of the critical results and performance standards of an employee's position;**
- r. Periodic discussions of performance between the supervisor and employee during the appraisal period;**

- s. Performance appraisal ratings;
- t. Reduction-in-Force;
- u. Non-adoption of a suggestion or disapproval of a quality step salary increase, performance award or other kind of discretionary or honorary award; or
- v. A decision which is appealable to the Merit Systems Protection Board, the Office of Personnel Management or the Equal Employment Opportunity Commission under law or regulations.

**10.6 Grievance Procedure.** The Parties to this Agreement believe that most disputes, complaints or problems can be settled in an informal manner. However, when issues cannot be resolved informally, as outlined in Section 10.3 of this Article, this procedure will always be used in the handling of grievances.

- a. **Step 1.** Within fourteen (14) calendar days after the incident or action which gave rise to the complaint, dispute or problem, should the issue remain unresolved, the employee or group of employees may file a written grievance with the immediate supervisor. Grievances concerning continuing practices or conditions may be presented at any time. If the employee chooses, he/she may be represented by the Steward or other representative. The employee and/or Steward and the immediate supervisor will seek joint resolution of the matter.

**1. The written grievance must be identified as a grievance and not just a complaint or concern and must contain:**

- the employee's name, title, grade, duty location, telephone number;
- the date of the alleged incident;
- a description of the facts of the grievance;
- a provision of agreement allegedly violated (if any and how);
- the names of witnesses, if any (optional);

- the informal attempts made by the employee or employees to resolve the matter;**
  - relief or remedy sought by employee or employees [must be personal to the employee(s)];**
  - issues to be addressed throughout the grievance process (no additional issues may be added later in the grievance process);**
  - the employee's signature and date; and**
  - Union representative's signature and date (if applicable)**
- 2. A grievance missing any of the above information will be returned to the employee who will then have five (5) calendar days from the date the grievance is received back by him/her to furnish the additional information and return it to the immediate supervisor.**
  - 3. The immediate supervisor shall respond in writing to the employee's grievance within ten (10) calendar days of receipt. Should the grievant be dissatisfied with the written decision of the first level supervisor, the grievant must file within ten (10) calendar days of receipt of the immediate supervisor's decision with the second level management official. Included in the immediate supervisor's decision will be the name, title, address and telephone number of the second level management official designated to receive the Step 2 grievance. Either Party may request that a meeting or appropriate conference call be held on the matter.**
- b. Step 2. The employee and/or Steward shall have the option of accepting the decision of the immediate supervisor or presenting the grievance in writing to the second level management official within ten (10) calendar days of receipt of the immediate supervisor's written decision.**
- 1. Any grievance filed with the second level management official must contain all of the information provided in Step 1, including the Step 1 decision.**
  - 2. The second level management official shall respond in writing to the employee's grievance within ten (10) calendar days of receipt. Should**

the grievant be dissatisfied with the decision, the grievant may file within ten (10) calendar days of receipt of the decision with the third level management official. Included in the second level management official's decision will be the name, title, address and telephone number of the third level management official designated to receive the Step 3 grievance. Either Party may request that a meeting or appropriate conference call be held on the matter.

c. **Step 3.** The employee and/or Steward shall have the option of accepting the decision of the second level management official or presenting the grievance in writing to the third level management official within ten (10) calendar days of receipt of the second level management official's written decision.

1. Any grievance filed with the third level management official must contain all of the information provided in Steps 1 and 2, including copies of the decisions as Steps 1 and 2.
2. The third level management official shall respond in writing to the employee's grievance within ten (10) calendar days of receipt. Either Party may request that a meeting or appropriate conference call be held on the matter.
3. Should the grievant be dissatisfied with the decision at Step 3, the matter may be referred to mediation within seven (7) calendar days of receipt of the Step 3 decision.

**10.7 Mediation.** The Agency and the Union recognize that it is in the best interest of all parties to resolve grievable issues using the negotiated procedure. Within seven (7) calendar days of receipt of the last Step grievance decision, by mutual agreement, the Parties may refer the grievance to mediation prior to proceeding to arbitration.

- a. The Parties will request the immediate services of a mediator from the Federal Mediation and Conciliation Service (FMCS), or other mutually agreeable source.
- b. The mediator will meet with the Parties at the earliest possible date and attempt to resolve the grievance through voluntary methods. If this procedure is unsuccessful, either the Agency or the Union may invoke

arbitration within seven (7) calendar days from the date of the last meeting with the mediator.

**10.8** If not satisfied with the decision after receipt of the last Step grievance decision and mediation attempts have failed, if utilized, the grievant may request, in writing, that the Union invoke arbitration. Only the Union or the Agency may invoke arbitration.

**10.9** If the employee is grieving a matter clearly beyond the control of the immediate supervisor, the grievance may be submitted, by mutual consent of the Parties, to that level of management official that can effect a remedy as Step 1 of the grievance process. Grievances falling under this provision must be received by the Agency no later than fourteen (14) calendar days after the event which gave rise to the grievance. Grievances presented under this provision must be presented in writing and must contain the information outlined in Section 10.6 (a)(1) of this Article. A meeting of the Parties may be requested.

**10.10** An employee may exercise the right to file a grievance without Union assistance. However, should an employee personally present a grievance and have it resolved without representation by the Union, the Union must be given the opportunity to be present at all discussions between the Agency and the employee in the grievance process and resolution. Any resolution must be in compliance with the provisions of this Agreement.

**10.11** Grievances by the Agency. The purpose of this Section is to provide an orderly method to settle grievances by the Agency concerning activities of the Union or its representatives which the Agency considers to be in violation of the Labor Relations Statute, the Agreement or its supplements. Every effort will be made by the Agency and the Union to informally resolve complaints or problems to avoid submitting a formal grievance to the Union.

- a. Step 1. The Agency will present the grievance informally (orally) to the Union within fourteen (14) calendar days of the date of the incident or occurrence or becoming aware of the incident or occurrence which gave rise to the grievance.

- b. **Step 2.** If a satisfactory remedy is not received upon verbal discussion held in Step 1, the Agency will submit a written grievance to the Union within fourteen (14) calendar days of the incident or occurrence or becoming aware of the incident or occurrence which gave rise to the grievance. The written grievance will provide, at a minimum, information concerning the nature of the grievance, the Article(s) and Section(s) of this Agreement, Supplement or Statute alleged to have been violated and the remedy sought. The Union will render a written decision within ten (10) calendar days after receipt.
- c. **Step 3.** If dissatisfied with the decision of the Union at Step 2, The Agency may elect to invoke arbitration within fourteen (14) calendar days of receipt of the decision.

**10.12 The Agency may cancel grievances only:**

- a. At the employee's or Union's request;
- b. Upon termination of the employee's employment with the Agency, unless personal relief to the employee may be granted after termination of employment;
- c. Upon death of the employee unless the grievance involves a question of pay, records, leave or retirement;
- d. When the Agency has granted the remedy requested;
- e. For failure to meet time limits, except as provided in Section 10.14 of this Article; or
- f. The grievance is resolved.

**10.13 Time Limits:** Should the grievant fail to meet any of the time limits set forth in this Article, the grievance shall be considered null and void and canceled. If the respondent fails to meet any of the time limits set forth in this Article, the grievant will be entitled to move the grievance to the next Step without an answer.

**10.14** Time limits in this Article may be extended by mutual consent of the Parties on a case-by-case basis.

**10.15 A request for arbitration for a Union grievance shall be valid only if signed by the Union President or Vice President.**

## **ARTICLE 11**

### **ARBITRATION**

**11.1 If the last Step decision on a grievance processed under the negotiated grievance procedure is not satisfactory and mediation is not utilized, the Union, either as a grievant or as representative of the employee grievant, or the Agency as the grievant, may refer the matter to arbitration. The notice referring the matter to arbitration must be in writing, signed by the Union President/Vice President or the Labor Relations Officer and submitted within fourteen (14) calendar days after receipt of the last Step grievance decision. If mediation was utilized and unsuccessful, any written request for arbitration must be submitted within seven (7) calendar days following the last day of the meeting with the mediator.**

**11.2 Within seven (7) calendar days from the date of receipt of a valid arbitration notice, the moving Party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) qualified arbitrators. A brief statement of the nature of the issue(s) in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issue(s) involved. One (1) representative from the Agency and one (1) representative from the Union shall meet and/or confer within 21 calendar days after receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, a coin will be tossed to decide which party will strike the first name. Selection will proceed with each party alternately striking one (1) name from the list until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. The grievant may withdraw the grievance at any time. However, the Parties will be responsible for sharing equally all, if any, cancellation fees, unless negotiated differently.**

**11.3 The Parties agree to share the cost of arbitration equally. This includes but is not limited to: all costs billed by the arbitrator including the arbitrator's travel costs, cost of the court reporter, transcription and reproduction of documents. This does not include the individual costs to each Party associated with individual case preparation and presentation. A transcript will always be required in the case of a formal hearing. Transcription costs will be for necessary copies: one (1) for each requesting Party and one (1) for the arbitrator.**

**The Parties will pay for their own transcript with the cost of the arbitrator's copy divided equally between the Parties. Either Party wanting additional copies may obtain them at its own expense.**

**11.4 A Party not requesting a transcript at the time of arbitration, who at a later date requests a copy of the transcript, will be required to pay the equal share cost of the transcript as initially billed. Every attempt will be made to reduce the cost of arbitration to the least possible amount.**

**11.5 The Agency will not bear expenses for witnesses and representatives who are not Agency employees. Questions raised as to whether a witness is necessary will be resolved by the arbitrator prior to the hearing.**

**11.6 The arbitration hearing will normally be held on the Agency's premises during the regular day shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee and employee witnesses who are otherwise in duty status shall be excused from duty as necessary to participate in the arbitration hearing without loss of pay, annual leave or any other benefit. Employee participants on shifts other than the regular day shift may be temporarily placed on the regular day shift for the days of the hearing in which they are involved. It may be required for duty days and times to shift to accommodate attendance at the hearing. Overtime and compensatory time will not be paid for this purpose.**

**11.7 If the Parties fail to agree on a joint submission of issues for arbitration, each Party shall submit a separate statement to the arbitrator who shall determine the issue(s) to be heard.**

**11.8 The arbitrator will be told that to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the Agency and the Union no later than thirty (30) calendar days after the conclusion of the hearing.**

**11.9 The arbitrator shall have no authority to add to or modify any term of this Agreement. The arbitrator shall confine himself/herself to the issue(s) submitted and shall have no authority to determine any other issue(s) not so submitted. The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this Agreement, laws, regulations and policies as necessary to render a decision.**

**11.10 The arbitrator shall have authority to award back pay in accordance with Section 702 of P.L. 95-454. The Agency reserves the right to determine the back pay computation in accordance with the Back Pay Act.**

**11.11 The arbitrator's decision must contain a detailed explanation of his/her reasoning.**

**11.12 Both Parties to this Agreement recognize and agree that the arbitrator's decision(s) shall be final and binding and his/her remedy shall be effected in its entirety, unless either Party files an exception to such decision(s).**

**11.13 Either Party may file an exception with the Federal Labor Relations Authority (FLRA) to the arbitrator's award. Such exception must be filed within thirty (30) calendar days of the issuance of the decision in accordance with FLRA procedures. If no exception is filed within thirty (30) calendar days, the arbitrator's decision and remedy shall then be effected.**

**11.14 The arbitrator shall be governed by applicable requirements of Title V, U.S.C.**

## **ARTICLE 12**

### **USE OF OFFICIAL TIME**

**12.1 Union officers, officials and stewards shall be permitted up to a total of eight (8) hours per pay period, averaged over a six (6) month period during working hours without loss of leave or pay to effectively represent employees in accordance with this Agreement. Should the Union demonstrate a need for more official time to perform representational duties as defined in 5 U.S.C., Chapter 71, official time shall be granted in any amount the agency and the exclusive representative involved agree to be reasonable, necessary and in the public interest. The Parties agree that the Union will guard against the abuse of official time.**

**12.2 Solicitation for membership, the collection of dues or other internal business of the Union shall be conducted during the non-duty hours of the employee concerned. The Union shall be granted permission to solicit membership of employees outside of their working hours (before and after duty hours and at lunch periods). Union officials may receive and investigate (but shall not solicit) complaints or grievances of employees on government time or property.**

**12.3 The Agency agrees that officers of the Union, national officers of the Union and other duly designated representatives of the Union who are not Agency employees will be admitted to the Agency premises at a mutually agreed-upon time during working hours, upon advance request by the Union, for the purpose of meeting with Agency officials or assisting the Union in representational duties. Such visits shall be governed by Agency security and other pertinent regulations, and the Agency reserves the right to require that such visitors be escorted by a representative of the Agency during their stay. All other requests for admission to the premises will be addressed, considered for approval and negotiated, if applicable, on a case-by-case basis.**

**12.4 When officers or stewards of the Union require official time to perform authorized duties, they shall obtain prior permission from their immediate supervisor when they desire to leave their work area and inform their supervisor of the category of Union matter involved, i.e., grievance, labor/management meeting, negotiations, Federal Labor Relations Authority (FLRA), Weingarten, Federal Mediation and Conciliation Service, mediation, other. The Union representative will estimate the amount of official time required. Requests and approvals for use of official time will be accomplished using electronic mail. Normally, a representative will be released when requested unless immediate work requirements preclude release. When release cannot be accomplished at the time requested, the supervisor shall state, in writing, the reason for the denial and an alternate time for release within three (3) hours except in very unusual circumstances. Union representatives will return to their jobs and will suffer no loss in pay or other benefits as a result of official time activity authorized by this Agreement.**

**12.5 When contacting an employee, the stewards or officers will first report to and obtain permission to see the employee from the employee's supervisor. Permission will be granted unless the work situation demands otherwise. If this occurs, an alternate time will be provided. If the immediate supervisor is not available, permission will be requested from the next level of supervision.**

**12.6 Employees in the bargaining unit shall be authorized a reasonable amount of official time to meet with their Union representatives to discuss pending or potential grievances. A unit employee wishing to leave his/her work area will request permission from his/her supervisor in advance. Union officers and stewards will not use accumulated credit hours or overtime to perform union representational functions. Union officers and stewards are responsible for providing an accurate accounting of official time for timekeeping purposes. Official time shall be coded on the timesheet utilizing the appropriate special interest project code.**

**12.7 Union representatives may be granted official time during the term of the contract for negotiating Union-Agency supplemental agreements.**

**12.8 Upon request, Union officials and stewards may be granted official time to attend union-sponsored training. Such request must be made at least two weeks prior to the scheduled training. The official time utilized for this purpose shall come from the official time identified in 12.1 of this Article.**

## **ARTICLE 13**

### **UNFAIR LABOR PRACTICES**

**13.1 The Parties recognize that law and regulation encourage the resolution of Unfair Labor Practice (ULP) allegations in an informal and voluntary manner. To this end, the Party making a ULP allegation shall inform by written submission such intent to the other Party prior to filing a charge with the Federal Labor Relations Authority (FLRA). The charging Party shall allow fourteen (14) calendar days for discussion after receipt by the other Party of such notification for discussion and/or resolution of the dispute before filing a formal charge with the FLRA.**

**13.2 The ULP allegation will be considered settled and resolved if:**

- a. The respondent grants the relief or settlement requested by the complainant in the written allegation; or**
- b. The respondent grants some other relief or settlement agreed to by the Parties; or**

c. The complainant agrees that a ULP was not committed.

13.3 If the alleged ULP is not settled or resolved by use of this procedure, the complainant may then proceed to escalate the matter to the FLRA.

## ARTICLE 14

### LABOR-MANAGEMENT PARTNERSHIP COMMITTEE

14.1 In accordance with Executive Order (EO) 12871, the Parties acknowledge a common interest in improvement of the operations of the Agency and in the well-being of its employees. To achieve this objective, it is agreed that a Labor-Management Partnership Committee be established, consisting of the Union President, or designee, and the State Labor Relations Specialist.

14.2 The Parties agree to meet on a quarterly basis to discuss issues of mutual concern.

14.3 Should the need arise, either Party may request that the Labor-Management Partnership Committee have discussions in attempts to resolve issues of immediate concern prior to its quarterly meeting.

14.4 Permissive Subjects of Bargaining. In accordance with EO 12871 (Appendix B), of October 1, 1993, and to the extent permitted by law, the Agency is obligated to negotiate the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. If, during the term of this Agreement, EO 12871 is rescinded, the Parties agree to evaluate the successes under the EO and to renegotiate this Article, if necessary.

## ARTICLE 15

### PERFORMANCE EVALUATIONS

15.1 The Parties agree that a well-conducted performance evaluation program results in mutual benefits.

**15.2** The Agency agrees that discussions, in addition to annual performance ratings and interim performance discussions, are beneficial. Supervisors, in this ongoing evaluation process, shall discuss with the individual employee training needs as related to their present work. Employees are encouraged to discuss their performance with their supervisors throughout the established rating period for seeking and offering ideas for improvement in their performance, efficiency and productivity.

**15.3** When the employee believes he/she has not received the proper summary rating, the resolution shall only be sought through the use of the Agency Review Procedure. The Union is entitled to represent bargaining unit employees in this process, should the employee request assistance.

**15.4** The Agency shall determine when an employee's performance is not at an effective level. In accordance with Performance Management guidelines, supervisors will counsel employees regarding their performance and, if necessary, offer training or assistance intended to help improve their performance. Action to correct ineffective performance shall be carried out in a prompt and timely manner in accordance with applicable law and regulation, (5 U.S.C., Chapter 43).

## **ARTICLE 16**

### **REDUCTION-IN-FORCE**

**16.1** The Agency shall notify the Union President upon receipt of an approved reduction-in-force (RIF) prior to notification of unit employees. The Union President shall be informed as to the estimated number of affected employees in the unit, the date action is to be taken and the reason for the RIF. The Agency will inform the Union President concerning efforts to minimize the adverse effects on unit employees, upon request. The Union President will be notified of final action taken by the Agency in accordance with this provision, upon request.

**16.2** The Agency agrees that in the event of a RIF, an active out-placement program will be implemented. The primary aim of this program will be to help find a position in the federal service for each affected employee commensurate with that employee's knowledge, skills, abilities, experience and qualifications and, if possible, career goals.

- a. The Agency will register affected employees in all current federal and Department of the Interior out-placement programs for which they are qualified by law or regulation.
- b. The Union will be furnished, upon request, instances of job offer refusals by affected employees.
- c. The Union will be furnished updates on the progress of the out-placement program during a RIF, upon request.

16.3 The Union and the Agency will encourage each employee to ensure that his/her Official Personnel Folder (OPF) and Application for Federal Employment/Resume are up-to-date as soon as a RIF is approved. The Agency will add to the OPF any verifiable changes or amendments the employee submits which are permitted in the OPF.

16.4 Any RIF will not be delayed due to impact bargaining or appeals to the Federal Labor Relations Authority, Federal Services Impasses Panel, Merit Systems Protection Board or any other third party.

16.5 Placement efforts shall remain in effect until all affected employees are either placed, rendered ineligible or separated from the federal service.

## ARTICLE 17

### WORK ENVIRONMENT

17.1 Both Parties agree that a harmonious work environment is the most productive and will strive to prevent conduct or attitudes that will be disruptive of the work environment.

## ARTICLE 18

### MERIT SYSTEM - PROMOTION AND DETAIL

18.1 All personnel actions involving career progression shall be consonant with the spirit and intent of the Merit System and the Civil Service Reform Act. The Agency agrees to provide information as needed for all employees to enhance their

understanding of the Merit System and to assure fair, equitable and consistent practices in carrying out the merit promotion procedures.

**18.2** The Department of the Interior merit promotion plan will be followed. The Union may consult regarding any proposed changes in the plan which would affect bargaining unit employees. The Parties agree that it is the responsibility of the selecting official to select the qualified individual whom he/she believes will best meet the requirements of the position to be filled. The Agency retains the right to fill vacancies by any source such as promotion, reassignment, transfer, new appointment, etc.

**18.3** Details for more than 120 calendar days to higher graded positions or to positions with known promotion potential shall be competitively processed.

**18.4** Temporary promotions of more than 120 calendar days will be made based on competitive procedures.

**18.5** The Union's access to promotional material will be in accordance with 5 U.S.C. 7114(b)(4) -- Representation Rights and Duties.

## **ARTICLE 19**

### **FACILITIES AND SERVICES**

**19.1** Space on bulletin boards shall be available for use by the Union for posting of notices and literature of the Union. The Union will be responsible for all posting and removal of material. Copies of material posted shall be furnished to the designated Agency representative. All postings at the Arizona State Office, Phoenix Field Office and Kingman Field Office will be sent to the Agency representative to post for NFFE. Material provided by the Union for posting on official bulletin boards shall not reflect on the integrity or motives of the Agency, any individuals, other labor organizations, government agencies or activities of the Federal Government.

**19.2** The Union shall have access to office space, upon request, to perform representational duties.

**19.3 The Union shall have access to telephones for local calls to perform representational duties. Long distance calls for representational purposes will be kept to a minimum; a log will be submitted to the Agency monthly.**

**19.4 The Union shall have access to a telephone line for a facsimile. The Union will provide facsimile equipment.**

*Effective Date*

*04/16/1998*