

BASIC AGREEMENT

BETWEEN

BUREAU OF LAND MANAGEMENT

COOS BAY DISTRICT

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES

LOCAL 1966

EFFECTIVE DATE

August 22, 1997

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## PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 (CSRA) regarding Federal labor-management relations, the following articles of this basic agreement, together with any and all Supplemental Agreements which may be agreed to at later dates, constitute a total agreement by and between the United States Department of the Interior, Bureau of Land Management, Coos Bay District Office, hereinafter referred to as the CBDO, and the National Federation of Federal Employees, Local 1966, hereinafter referred to as the Local, representing the employees in the unit described below, hereinafter referred to as Employee or the Employees.

This agreement is entered into pursuant to the Certificate of Representation, dated January 30, 1980.

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of employees within the meaning of the Civil Service Reform Act, to establish a basic understanding relative to the personnel policies, practices, procedures and matters affecting general conditions of employment within the jurisdiction of the CBDO, and to provide means for amicable discussion and adjustment of matters of mutual interest.

The parties to this agreement, intending to be bound hereby, agree as follows.

## ARTICLE I

### RECOGNITION AND UNIT DESIGNATION

Section 1. RECOGNITION. The CBDO, whose designated office head is the District Manager, hereinafter referred to as the CBDM, recognizes that the Local is the exclusive representative of all employees in the bargaining unit described in Section 2 below.

Section 2. BARGAINING UNIT. The unit to which this agreement is applicable is composed of all professional and non-professional employees of the Coos Bay District Office, Bureau of Land Management, Coos Bay, Oregon, on appointments exceeding 130 days, excluding supervisors and management officials and others as defined in 5 USC 7112(b)(2), (3), (4), (6), and (7).

## ARTICLE 2

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. **GOVERNMENT REGULATIONS.** In the administration of all matters covered by this agreement, the CBDO the Local and the Employees are governed by existing or future federal laws or regulations of appropriate authority to the extent not prohibited by Title 5 USC, Chapter 71.

#### Section 2. **MANAGEMENT RIGHTS.**

- (a) Nothing in this agreement shall affect the authority of Management:
  - (1) to determine the mission, budget, organization, number of employees and internal security practices of the agency, and
  - (2) in accordance with applicable laws:
    - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees,
    - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - (C) make selections for appointments to fill positions from:
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate sources; and
    - (D) take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 3. Negotiations may take place at the election of the CBDM on the numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty or on the technology, methods, and means of performing work.

#### Section 4. Nothing in this article shall preclude the CBDO and the Local from negotiating

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

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

#### Section 6. Management Responsibilities

- (a) The CBDO agrees to respect the privacy of all employees during the grievance process. The credibility, privacy, and integrity of the grievance process will be protected to the extent possible.

## ARTICLE 3

### EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Each Employee may elect to bring matters of personal concern directly to their supervisor or other appropriate officials in informal discussions without union representation or notification to the union of such a meeting.

Section 2. 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, such right includes the right:

- (a) To act for the Local in the capacity of a representative and the right, in that capacity, to present the views of the Local to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.
- (b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees.
- (c) To invest their money, donate to charity, and participate in similar types of activities freely and without coercion.
- (d) Nothing in this agreement shall require an Employee to become or 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 deduction.

Section 3. Each Employee may be represented by a representative other than the Local of his/her own choosing in statutory appeals actions or grievances not covered under the negotiated grievance procedure.

Section 4. Each Employee has the right to be represented by the Local at any examination of the Employee by a representative of management 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. Each Employee shall be provided annual notification of this right.

Section 5. Employees are responsible for accomplishing work assigned to them in support of the Bureau's mission.

Section 6. If a temporary or probationary employee is terminated for misconduct or poor performance, he/she may seek reconsideration of the decision to terminate by submitting a written request to the second level supervisor within five (5) business days of being notified. The second level supervisor will respond within five (5) business days of receipt of the request for reconsideration. The decision derived through the reconsideration process will be final. The employee will have the right to Union representation during this process.

## ARTICLE 4

### UNION RIGHTS AND RESPONSIBILITIES

#### Section 1. RECOGNITION.

- (a) The Local is the exclusive representative of the Employees in the bargaining unit and is entitled to act for these Employees. The Local is responsible for representing the interests of bargaining unit Employees without regard to union membership.
- (b) The CBDO recognizes the following duly elected officers of the Local: President, Vice President, Secretary, Treasurer and Chief Steward. The Local shall provide to the CBDO a list of names and titles of such officers on an annual basis or more frequently, if changes occur. In addition, a copy of this list may be posted on the Local's bulletin board.
- (c) The CBDO recognizes stewards selected by the Local. These stewards are recognized as official spokespersons with authority to act on behalf of the Local in formal discussions, grievances, and "Weingarten right" matters. The Local may select up to six (6) stewards. One (1) additional steward may be added for each increase of thirty-five (35) Employees in the bargaining unit. As in (b) above, the Local shall provide to the CBDO and update a list of names of stewards, the organizational units they represent, and the location or phone where they can be reached. In addition, a copy of this list may be posted on the Local's bulletin board.
- (d) The CBDO recognizes authorized national and regional representatives of NFFE. Upon arrival at the district the visiting NFFE representative will sign the official visitor register. Under no circumstances shall these visits interfere with district operations and work. All bargaining unit members involved in these visits during work hours shall be on annual leave unless explicitly allowed for in Article 4, Section 5.

#### Section 2. REPRESENTATION

- (a) The CBDO agrees to meet with the Local and negotiate with the Local regarding impact and implementation of any new policy or change in policy affecting the Employees or their conditions of employment.
- (b) The Local will be given the opportunity to be represented at any formal discussion between one or more representatives of the CBDO and one or more Employees or their representatives concerning any grievance or personnel policy or practice or other general condition of employment. The CBDO will notify the Local President before such discussions are held. The Local shall be allowed four (4) hours to provide a representative.
- (c) If, during an examination of a unit Employee(s) by a representative of the CBDO in the course of an investigation, the Employee reasonably believes that the examination could result in disciplinary action against that Employee, and the Employee requests representation by the Local during the meeting in accordance with 5 USC 7114(a)(2)(B); the CBDO will terminate, or suspend the meeting and, if the meeting is continued, arrange for the presence of the first available steward. The Local shall be allowed four (4) hours to provide a representative. The steward will be allowed to ask questions and state the views of the Local, but will not dictate answers or otherwise interfere with the conduct of the investigation. ("WEINGARTEN RIGHTS")
- (d) The Local shall have the right to submit the views of the Local directly to the Oregon State Director, Director of the BLM, Secretary of Interior and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.
- (e) The Local has the right to represent an Employee or a group of Employees in presenting and processing grievances.



### Section 3. STEWARDS.

- (a) A steward will function as the representative of the Employees in their designated units. Only stewards will perform the duties of stewards, except that the President and Vice Presidents may stand in for stewards under Section 2 (b) and (c) above in case of the absence of all stewards.

### Section 4. RESPONSIBILITIES.

- (a) Internal Union business, such as soliciting membership, collecting dues, campaigning and electing officers, posting and distributing literature, and union meetings, will be conducted during non-duty hour of the Employees involved. For this purpose, lunch periods are considered non-duty hours.
- (b) The Local agrees to promote safe work attitudes, productive use of time and high quality performance among Employees in the unit.
- (c) When gathering information for a member of the Bargaining Unit, Union Representatives will disclose to the involved parties the official nature of their business.
- (d) The Union agrees to respect the privacy of all employees during the grievance process. The credibility, privacy, and integrity of the grievance process will be protected to the extent possible.

### Section 5. USE OF TIME FOR LABOR MANAGEMENT RELATIONS:

- (a) Local representatives will be allowed reasonable official time to:
  - (1) Meet with CBDO representatives for negotiation of a collective bargaining agreement and attend impasse proceedings as provided for in 5 USC 7131 (a).
  - (2) Impact and implementation bargaining.
  - (3) Conduct formal negotiations.
  - (4) Attend and participate in meetings of committees identified in this contract or where the CBDO invites Local representation.
- b. A reasonable amount of official time, not to exceed 500 hours per fiscal year is available for:
  - (1) A steward to initially discuss with an Employee a matter of dissatisfaction, make inquiries, contact pertinent witnesses, and prepare presentations for grievance meetings.
  - (2) A steward to represent an Employee(s) in presenting grievances;
  - (3) A steward(s) serving as a representative in an arbitration hearing;
  - (4) A steward functioning as a representative in a statutory appeal hearing.
  - (5) A steward to act as representative of the Local in examinations pursuant to 5 USC 7114(a)(2)(B).
  - (6) Elected union officers and stewards to be excused from duty, workload permitting, to attend union sponsored training which is of mutual benefit for the performance of their representational duties. A written request will be submitted through the supervisor to the Associate District Manager at least 15 calendar days in advance.
  - (7) A steward to act as representative to assist an Employee with an OWCP case where requested. Representational activities on official time will be limited to where the control is within the Agency.

- (8) Stewards, officers, and other Local representatives engaged in other authorized labor management relations activities.
- c. Employees will be allowed up to two hours per grievance to initially discuss with a steward the allegations of a potential grievance.
  - d. Stewards, officers, and other Local representatives engaged in authorized labor management relations activities for more than two consecutive hours during the time they would otherwise be in duty status, will notify their supervisor and come to an agreement with the supervisor as to the duration and workload impact of the time allocation agreed upon.
  - e. If, in the event the total official time available for the activities listed in Section 5(b) is depleted, and the Local can demonstrate mutual benefit for additional official time, the CBDO agrees to negotiate for the additional time.
  - f. The CBDO will contact the Local President to discuss any perceived conflict between Labor-Management activities and CBDO-assigned work. While it is the responsibility of CBDO to initiate discussions regarding impacts of labor-management activities on achieving the mission, it is agreed that it is to both parties benefit to bring to each others' attention any potential conflicts, as early as possible.

## ARTICLE 5

### GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. PURPOSE. The purpose of this article is to provide a mutually acceptable method for the prompt and orderly resolution of grievances. The CBDO and the Local recognize that most grievances arise from misunderstandings and disputes that can best be resolved at the lowest supervisory level.

#### Section 2. DEFINITION.

- (a) A grievance is any complaint from:
  - (1) Any Employee or the Local concerning any matter related to the employment of the Employee(s).
  - (2) Any Employee, group of Employees, the Local or the CBDO concerning:
    - (A) The effect or interpretation, or a claim of breach, of this agreement; or
    - (B) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- (b) A grievance will be in writing stating the nature of the grievance and the remedy desired. The remedy requested must be within the control of the BLM, appropriate to the issue being grieved, benefitting the grievant(s) and will not include a request for disciplinary or other action affecting another Employee or manager.
- (c) The sole exceptions to this grievance procedure are:
  - (1) Exceptions specifically established in the CSRA of 1978 and applicable case law.
  - (2) The termination of a temporary appointment and the termination of a probationary Employee. See Article 3, Section 6.
  - (3) The termination of a temporary promotion.

#### Section 3. LOCAL REPRESENTATION.

- (a) The Local agrees to counsel Employees as to the validity of potential grievances, whether the grievance is warranted, and whether the remedy sought is believed to be legal, feasible and appropriate.
- (b) Only the Local, or representative approved by the Local, may represent Employees under this grievance procedure. However, any Employee or group of Employees may personally present a grievance and have it resolved without representation by the Local, provided that the Local will be given the opportunity to be present at all discussions between the Employee and supervisor during grievance process and resolution. Any such resolution must be consistent with the terms of this agreement.

- (c) If the Employee(s) chooses to present his/her own grievance, the Local shall be afforded the right to have an observer present, in accordance with (b) above. The observer shall remain silent during the meeting. If the Local believes that any settlement offered is not consistent with the terms of this agreement, the President of the Local will request, in writing, that the CBDM stay the remedy offered. If the request is received within three (3) work days of the resolution meeting, the CBDM will consider such a stay, and will provide the Local with a written explanation of the decision. In no event will a remedy offered to any grievant not represented by the Local be implemented sooner than four (4) work days after the resolution meeting at which it is accepted unless the health and safety of Employees is involved.

Section 4. STATUTORY APPEALS. An aggrieved Employee affected by a prohibited personnel action [5 USC 2302(b)(1)], unacceptable performance (5 USC 4303), adverse action (5 USC 7512), or Whistleblower Protection Act (PL 130-424) may raise the issue under this negotiated grievance procedure or the statutory procedures outlined below, but not both.

- (a) Matters relating to prohibited personnel practices may be processed, at the Employee's discretion, through the EEO statutory appeal procedure or under this negotiated grievance procedure. The Employee may enter the grievance procedure at the first step or the Employee may enter the EEO complaint procedure at the informal counseling procedure stage. This does not preclude an Employee from discussing with an EEO Counselor or steward the available options before entering either process.
- (b) Matters relating to unacceptable performance, adverse action, or Whistleblower Protection Act may be processed, at the Employee's discretion, through appeal to the Merit Systems Protection Board (MSPB) or under this negotiated grievance procedure within fifteen (15) days of the notice of such action from the State Director. It shall enter the grievance procedure at the request for arbitration "stage".

#### Section 5. PROCEDURES FOR EMPLOYEE GRIEVANCES.

- (a) First Step: The Employee alleging a grievance under Section 2 above will present the grievance personally (and/or with a representative or steward, if he/she elects to have one) and in writing on the negotiated grievance form (see Appendix 2) to his/her first or second line supervisor within fifteen (15) work days from the occurrence of the matter out of which the grievance arose or the time the Employee became aware of, or should reasonably have been aware of, being aggrieved. For continuing practices the Employee may grieve anytime during the life of the practice. The Employee may approach his/her second line supervisor if: (1) the grievance personally involves the first line supervisor, (2) he/she first personally informs his/her first line supervisor, and (3) the second line supervisor is not the CBDM. In the extended absence of the first line supervisor the Employee may present the grievance directly to the second line supervisor. The negotiated grievance form will include all known and relevant information available at that time and specify the desired remedy. Employee is allocated a maximum of two hours of official time to complete the negotiated grievance form for submission to the supervisor. Within ten (10) work days, the supervisor will complete a full investigation of the facts of the grievance and provide a written decision to the grievant. The decision will include rationale and any alternate solutions offered. The decision will indicate the grievant's option to proceed to the second step of the grievance procedure, if dissatisfied with the first step decision.
- (b) Second Step: If the Employee is not satisfied with the decision given at the first step, the grievance may be presented to the CBDM within ten (10) work days following receipt of the first step decision. The entire file, including the initial decision, will be presented. If the President of the Local determines that the matter concerns a question of proper interpretation of a higher level regulation, it shall be noted on the grievance form. If the CBDM determines that the matter concerns a question of proper interpretation of a higher level regulation, the CBDO will inform the President of the Local within five (5) work days of receipt of the grievance. The CBDO and the President of the Local will immediately attempt to arrive at a mutually agreeable interpretation of the regulation. If they do so, it will be reduced to writing, signed and made a part of the grievance record. If a mutual agreement cannot be reached on the appropriate interpretation, a request will be made by the CBDM and the

President of the Local to the originator of the higher level regulation for an expedited opinion of the proper interpretation of the regulations based upon the facts of the case. The facts may be mutually stipulated to the originator, or separate statements of facts by either party may be appended to the mutual request. The CBDM will review the grievance file and conduct any necessary investigation. If the remedy requested by the grievant(s) has been modified in the second step, the CBDM may return the grievance to the initial deciding official for a review of the original decision. This review will not exceed five (5) work days. The CBDM will provide a written and personal decision within twenty (20) work days of receipt of the grievance or from the return of the grievance from review by the initial deciding official. Any interpretations available at that time will also be attached.

**Section 6. GRIEVANCES BY THE LOCAL.** Any grievance filed by the Local will be processed through the steps established in Section 5. The first step grievance will be filed with the ADM, Division of Field Services.

**Section 7. GRIEVANCES BY THE CBDO.** The CBDO will notify the Local President in writing of any grievance within ten (10) work days of the occurrence of the matter out of which the grievance arose or the time the CBDO should reasonably have been aware of being aggrieved, or for continuing practices anytime during the life of the practice. The CBDO and the Local will meet within seven (7) work days at a time and place mutually agreed upon to discuss the facts of the grievance and to attempt to informally resolve the grievance. If the grievance is not settled informally, the Local will respond in writing to the CBDO within fifteen (15) work days of the meeting.

**Section 8. RIGHT TO ARBITRATION.** If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Local or the CBDO either as grievant or as representative of the Employee(s) (grievant) may refer the issue to arbitration. The request to refer an issue to arbitration must be in writing, signed by the President of the Local, or the CBDM. The request for arbitration must be filed within fifteen (15) work days of the decision of the CBDM or the President of the Local.

**Section 9. SELECTING THE ARBITRATOR.** Within twenty (20) calendar days of receipt of a valid arbitration request, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of nine (9) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within ten (10) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the CBDO and the Local will each strike one arbitrator's name from the list of nine and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. A flip of a coin will determine who shall strike the first name. The grievant may withdraw his/her grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

**Section 10. FEES AND EXPENSES.** Each party shall bear the expense of preparing and presenting its own case. The arbitrator's fees and expenses shall be borne equally by the CBDO and the Local, except that for the first two arbitrations during the life of this contract the fees shall be borne 25 percent by the Local and 75 percent by the CBDO and for the third arbitration during the life of this contract, the fees shall be borne 35 percent by the Local and 65 percent by the CBDO.

**Section 11. ARBITRATION PROCESS.**

- (a) Within three (3) work days of the selection of an arbitrator, the parties will meet and attempt to clarify the specific issues for arbitration that have been raised during the grievance procedure.
- (b) The process to be utilized by the arbitrator may be one of the following:
  - (1) A "stipulation of facts to the Arbitrator" can be used when both parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc. are jointly submitted to the arbitrator with a request for a decision based upon the facts

presented.

- (2) An "arbitrator inquiry" can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements).
- (3) An "arbitration hearing" should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.
- (c) The parties may mutually agree on "stipulation of facts to the arbitrator", or either party may request an "inquiry" or "hearing".
- (d) An arbitration "inquiry" or "hearing" will be held at a place selected and provided by the CBDO within the Coos Bay/North Bend area, during the regular work hours of the basic work week.

Section 12. TIME LIMIT. The arbitrator will be requested to render his or her decision and remedy to the CBDO and the Local as quickly as possible after submission of the stipulation of facts to the arbitrator or receipt of the transcript, as applicable, unless the parties otherwise agree.

#### Section 13. ARBITRATOR'S AUTHORITY.

- (a) The arbitrator's decision shall be in writing and shall be final and binding. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration.
- (b) The arbitrator shall not have authority to add to, subtract from, or modify (1) any of the terms of this agreement or any supplement thereto, or (2) any law, rule, or government-wide regulation. The arbitrator shall have the full benefit of review of laws, federal regulations, Department of the Interior and Bureau of Land Management published policies and regulations including any interpretations contained in the grievance file. Interpretations will be added to the file immediately upon their receipt.
- (c) In considering grievances, the arbitrator will hold the respondent to the grievance to the following burden of proof, consistent with 5 USC 7701(c)(1):
  - (1) For matters of unacceptable performance or other matters not appealable to the MSPB, a burden of substantial evidence will be used. Substantial evidence is that degree of relevant evidence which a reasonable mind, considering the record as a whole, might accept as adequate to support a conclusion that the matter asserted is true.
  - (2) For matters concerning adverse actions or other matters appealable to the MSPS, a burden of the preponderance of the evidence will be used. The preponderance of the evidence is that degree of relevant evidence which a reasonable mind, considering the record as a whole, might accept as sufficient to support a conclusion that the matter asserted is more likely to be true than not true.
- (d) The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of grievability and/or arbitrability shall be submitted by either party to the arbitrator in writing, to be decided in a separate hearing or at the arbitration hearing, unless otherwise mutually agreed upon.

Section 14. EXCEPTIONS. Within thirty (30) calendar days after receipt of the arbitrator's decision, the parties to the arbitration will notify one another in writing whether or not they are filing for an exception to the FLRA in accordance with Authority procedures. An exception to the arbitrator's decision must be filed with FLRA within thirty (30) calendar days following receipt of the award. If no exception is filed, the arbitrator's decision and remedy will be effected as quickly as possible.

- (a) An aggrieved Employee may seek judicial review of the arbitrator's decision on matters which could

have been appealed to the MSPB within thirty (30) days of the issuance of the decision. Such review will be sought in the Court of Claims or a United States Court of Appeals in accordance with the provisions of 5 USC 7703.

Section 15. CORRECTION OF UNJUSTIFIED OR UNWARRANTED PERSONNEL ACTIONS. An Employee who is found to have been affected by an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the Employee is entitled to correction of the personnel action, and to receive reasonable attorney fees related to the personnel action award in accordance with standards established under 5 USC 7701(g).

Section 16. NECESSITY OF WITNESSES. Questions raised as to whether a witness(es) is necessary will be resolved by the arbitrator.

Section 17. GENERAL PROCEDURES.

- (a) Time limits in this article may be extended by mutual consent of the CBDO and the Local. The CBDO and the Local agree to respond to a grievance within the time frames allowed. However, if the CBDO or the Local is unable to do so, the grievant will be notified of the reason for the delay and an extension of time will be requested. Failure by the grievant to meet the time limits or to request and receive an extension of time shall automatically cancel the grievance. Failure by the responding official to meet the time limits, or to request and receive an extension of time shall entitle the grievant to process the grievance to the next step.
- (b) Providing that all other requirements of this article are met the CBDO will only cancel an Employee's grievance: (1) at the Employee's request; (2) upon termination of the Employee's employment with the agency, unless corrective action to the Employee may be granted after termination of employment, and (3) upon the death of the Employee unless the grievance involves a question of pay, or the grievance involved an unsafe practice resulting in the death of the Employee.
- (c) If similar grievances are presented at approximately the same time, they may be treated as a group grievance.

## ARTICLE 6

### MID-TERM BARGAINING

Section 1. During the life of this agreement no rule or regulation, other than those implementing government-wide policy against prohibited personnel practices, shall be enforced if it conflicts with any portion of this agreement and was not in effect on the date this agreement takes effect.

Section 2. In accordance with Section 1 above, the parties agree that the CBDO retains the right to make reasonable work rules and policies if they are not in direct conflict with this agreement.

- (a) The parties recognize the mutual advantages of frank and open information exchange. It is agreed that CBDO may seek and consider the views of the Local before finalizing proposals for any new or modified policies, practices, procedures or general working conditions which are not in direct conflict with this agreement. The CBDO may provide to the Local a draft policy proposal and the name of a contact person with whom a Local representative may discuss the draft proposal.
- (b) A final proposal for new or modified policies, practices, procedures and general working conditions will be provided to the Local along with a proposed date of implementation and the name of a contact person with whom the Local may discuss the proposal. The Local will review the proposal for impact and implementation effects and may request negotiations on same. The Local will provide negotiation proposals to the CBDO with this request.

Section 3. Pending the resolution of possible negotiability disputes, mid-term bargaining will be scheduled at a mutually acceptable date and time at a place designated and provided by the CBDM.

Section 4.

- (a) When the CBDO and the Local cannot agree on a matter that is negotiable and an impasse has been reached, the item will be set aside. After all negotiable items on which agreement can be reached have been disposed of, the CBDO and the Local will again attempt to resolve any impasses. The CBDO or the Local may seek the services of the FMCS.
- (b) In the event impasse is invoked during negotiations, no change in personnel policies, practices, or conditions of employment will be implemented except in order to take whatever actions may be necessary for the functioning of the CBDO.

Section 5. The effective date of any Supplemental Agreement(s) negotiated through mid-term bargaining will be the date of approval by the Washington Office of the Bureau of Land Management or thirty (30) days following signature by the CBDO and The Local, whichever comes first. Any mid-term bargaining pursuant to 5 USC 7106(b)(2) and (3) resulting in a Supplemental Agreement(s) shall not change, alter, or modify this Basic Agreement.



## ARTICLE 7

### POSITION DESCRIPTIONS

Section 1. Policy: Each Employee will have a position description which is accurate as to title, series and grade and clearly states the major duties which are reflected in the performance elements. A position description (PD) is deemed to be accurate when the principle duties, knowledge, work requirements and supervisory relationships are described and it covers 80 percent or more of the work situation. All major duties must be covered in the 80 percent or more of the work situation. The term "major" means a task that is grade or series-controlling and is essential to the position. The PD will be reviewed annually by the employee and the work supervisor. Standardized position descriptions will be used where appropriate.

Section 2. Changing Position Descriptions: Any Employee who feels that he/she is performing duties outside the scope of the assigned PD, or that it is otherwise inaccurate, may make a written request to the immediate supervisor to have the PD be reviewed. The Employee will make a summary of the inaccuracies or duties not described. The request will be reviewed by the supervisor and the findings presented to the employee within 60 days of the Employee's request for review. In conducting such reviews the supervisor will consider the Employee's written and oral comments.

The CBDO will revise an Employee's PD to reflect substantive changes when an Employee is assigned additional, major, on-going duties which are not reflected in the PD. The supervisor will discuss proposed changes with the Employee. When a new PD has been agreed upon, it will be sent to the classifier to be classified which determines and establishes the title, series, and grade.

Section 3. Position Classification Review: When the Employee believes the position is not properly classified, he/she may request a classification review. If granted the CBDO will give the Employee an estimate of the time it will take to complete the review; normally the goal is to complete the review in less than 90 days. If the request for a classification review is denied, the employee will be given an explanation.

If the employee does not agree with the decision of the classifier, the employee will be given the appeal rights process. The employee will be promptly notified of the results of the review and will be kept informed of the status of the review during the process.

Section 4. Non-competitive Promotions: If a desk audit reveals that there has been an accretion of duties which would result in a higher grade, the CBDO may choose to eliminate or redistribute the higher graded duties. However, if it is CBDO's decision that the Employee perform these higher graded duties, the employee will be promoted and the Local will be notified.

Section 5. Local Representation: Upon request, an Employee may have Local representation during discussions between the Employee and the supervisor concerning a revision of the Employee's position description.

Section 6. Career Counseling: At either the Employee's or supervisor's request, the first line supervisor will discuss with the Employee that Employee's career goals, personal potential, and general prospects for achieving those goals. As appropriate, the Employee may be referred to other CBDO officials to discuss the Employee's career goals when those goals cross over to another official's specialization area. Employees may also be referred to any career counseling program which the CBDO may establish.

Section 7. Fire Assignments: Employees qualified and electing to participate in wildfire suppression shall be given the opportunity, contingent upon workload needs and being made available by the Area Manager or Division Chief. The CBDO agrees that the personal needs of the employee will be considered when determining availability. The Local recognizes that in an emergency CBDO has the right to assign any qualified employee to fire-related duties.

## ARTICLE 8

### PERFORMANCE STANDARDS

Section 1. **MANAGEMENT RIGHT AND OBLIGATION.** The CBDO and the Local recognize the right and obligation of the CBDO to evaluate the performance of all Employees in accordance with 5 CFR 43, applicable Department and Bureau regulations, and this article.

Section 2. **DEFINITIONS.**

- (a) **Performance Indicators:** The pre-determined quality, teamwork and customer satisfaction measures by which the Employee's performance in each critical result will be assessed. Performance indicators will be "fair and equitable" and in consonance with the duties and responsibilities of the position. The application of the performance indicators will be made in a fair and equitable manner.
- (b) **Critical Result:** A component of an Employee's job which is critical to the accomplishment of organizational goals and objectives, essential to overall success in the position, and of such importance that performance below the minimal standard established by management requires remedial action (and denial of a within-grade increase for Employees not under merit pay). Failure to meet a critical result may be the basis for removing an Employee, reducing the grade level of that Employee, or reassigning the Employee. Such action may be taken without regard to performance in other components of the job.
- (c) Other definitions are contained in 370 DM 430.

Section 3. **IDENTIFICATION OF CRITICAL RESULTS.** The identification of critical results and the establishment of performance indicators will be done by the CBDO. Employees will participate in the process of establishment of critical results and performance indicators through group meetings, individual meetings or written comments.

- (a) The CBDO will communicate to each Employee the critical results and performance indicators of their individual position no later than November 30th or within sixty (60) days of a change in position.
- (b) The critical results and performance indicators will be documented on the U.S. Department of Interior Employee Performance Plan and Results Report signed by the supervisor and offered to the Employee for signature. Further amendments may be made during the rating year, and these amendments will be noted with the supervisor's initials and offered to the Employee for initialing.

Section 4. **PERFORMANCE REVIEW AND PERFORMANCE PLAN APPLICATION**

- (a) The evaluation given an Employee by his/her supervisor will be prepared in accordance with the following:
  - (1) The supervisor will discuss the Employee's job performance with the Employee in private surroundings at least twice between the initial planning session and the end of the rating period.
  - (2) If the supervisor has identified shortcomings in the Employee's performance, the Employee will be notified when the problem is perceived as well as at the progress reviews. The supervisor will suggest ways for the Employee to improve the Employee's progress toward achieving critical results and developmental needs in order to more satisfactorily perform duties at expected levels.
  - (3) The annual performance evaluation will be documented on the Employee Performance Plan and Results Report.
- (b) If the Employee is not satisfied with any aspect of the performance appraisal procedures, the Employee

may raise the matter as follows:

- (1) **Performance Appraisal Review.** Employees are entitled to a review of their disputes regarding any aspects of the performance appraisal procedures, including the method of development of critical results and performance indicators. The substance of critical results and performance indicators established by management is not eligible for review. If the dispute concerns the summary rating, the request for review must be submitted within ten working days after receipt of the rating. If the dispute concerns the development of the critical results, a request for review must be submitted within ten working days after receipt of the new Employee Performance Plan and Results Report.

- (a) **Request for Review.** An Employee who has a dispute may request a review by a higher level management panel composed of three management officials. The Employee may choose a representative to aid him/her in preparation for and at the review. If the representative is an Employee of the Department of the Interior, the choice is subject to agency review and may be disallowed if the representative is an individual whose activities as a representative would cause a conflict of interest, position, or give rise to unreasonable cost.

- (1) The request for a review should be submitted in writing to the CBDM. Upon receipt, a copy of the request for review will be forwarded to the management official involved in the dispute (i.e., the Rating or Reviewing official) and to the Local.

- (2) Both management and the Employee are afforded the opportunity to submit any additional written material for the panel's review before the panel convenes.

- (3) The DM assembles the panel within ten working days after receipt of the written request, and notifies the Employee and the management officials involved of the date and time of the panel. The DM shall appoint to the panel:

- (a) A non-voting personnel specialist as a technical representative.
    - (b) Three management officials, at least one of which shall be selected from a list of five nominees submitted by the Local. The list of nominees will be submitted within four working days of notification to the Local of the request for review.
    - (c) **Composition of Review Panel.** No panel member may occupy a position subordinate to any official who recommended, decided or was otherwise involved in the establishment of the critical results, performance indicators, or the assignment or approval of the summary rating. Each panel member should be familiar with the requirements for successful accomplishment of the duties of the position.
    - (d) **Materials subject to review.** The panel member's review includes, but is not limited to, the following documents; the Employee's officially approved and classified position description, the Employee's current Employee Performance Plan and Results Form, the Employee's written response stating the reasons and justification for the request for review as well as the rating/reviewing official's response if any.
    - (e) **Interview.** If the panel is unable to make a sound or valid decision based on the written information alone, or if requested by the Employee, the panel will conduct interviews. If interviews are conducted, the panel will interview both the Employee, his/her representative and the appropriate management official involved in the dispute.

- (f) **The Panel's Decision.** The panel decides on the dispute within fifteen working days after its assembly, and provides the CBDM with the results of its deliberations. At its discretion the panel may, by majority vote, change the summary rating, or recommend adjustments in the critical results and performance indicators, according to the nature of the dispute, sustain, change and/or substitute a new summary rating and document, annotate, or expurgate the Employee Performance Plan and Results Form as the panel deems appropriate. In the case of a request for review of the process, the panel may, by majority vote, direct the rating and/or reviewing official to meet his/her responsibilities as outlined in 370 DM 430. The servicing panel's decision in writing within ten days of the date of receipt of the panel's decision. The notice of decision must include:
- (1) the date and place of the panel's deliberations.
  - (2) the names of the panel members.
  - (3) the panel's reasons for its decision.
- (g) **Appeal Rights.** Within ten working days after the receipt of the panel's decision, the Employee has the right to make a written rebuttal. The panel shall examine the rebuttal and review their decision. Within ten working days the panel will issue the final decision which concludes the review and is not subject to additional review at any level.

## ARTICLE 9

### ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. GENERAL PROCEDURES. In accordance with the appraisal system required by 5 USC 4302, an Employee may be reduced in grade or removed for unacceptable performance under 5 USC 4303, appropriate Departmental and Bureau regulations, and this article.

- (a) An Employee whose reduction in grade or removal is proposed is entitled to thirty (30) days advanced written notice which informs the Employee:
  - (1) of the nature of the proposed action;
  - (2) of the specific instances of unacceptable performance by the Employee on which the proposed action is based, and which occurred in the last twelve (12) months,
  - (3) of the critical results of the Employee's position involved in each instance of unacceptable performance;
  - (4) of the performance indicators that the Employee must meet to achieve an acceptable level;
  - (5) what, if possible, the supervisor will do to assist the Employee in that effort;
  - (6) that the Employee's performance will be evaluated at the end of the period; and
  - (7) that the Employee will have thirty (30) days to prepare and present an oral and/or written response.
- (b) At the end of the notice period the Employee's performance will be evaluated based upon the instances of unacceptable performance which are covered in the proposal notice and favorable work performance during the notice period. If the evaluation at the end of the period is favorable to the Employee and the Employee's performance continues to be acceptable for one year from the date of the notice, the proposal and all material upon which the proposal is based will be removed from BLM records. If the evaluation at the end of the period is unfavorable to the Employee, the CBDO will initiate action to remove, demote or reassign the Employee.

Section 2. DECISION TIME FRAME AND DETAILS. The decision to retain, reduce in grade or remove an Employee will be made within thirty (30) days after the date of the expiration of the notice. The decision will be made by the proposing official and the CBDM or higher ranking official, which ever is appropriate, will concur. Any decision letter to reduce in grade or remove an Employee will specify the instances of unacceptable performance on which the reduction in grade or removal is based and will inform the Employee of the option to appeal the action to the MSPB or grieve the action through the negotiated grievance procedure established in Article 5, but not both.

## ARTICLE 10

### DISCIPLINE

#### Section 1. GENERAL:

a. The CBDO and the Local agree that discipline against all Employees will be in accordance with applicable rules, laws, regulations, and this Article (including DM 370 752,3, Appendix A) and will be for such cause as will promote the efficiency of the federal service.

b. A disciplinary action for the purposes of this Article is defined as a written warning, written reprimand, or a suspension from employment for 14 calendar days or less that is documented in the Official Personnel Folder.

c. The CBDO will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.

Section 2. PROCEDURES: If the CBDO proposes to suspend an Employee (The definition of Employee for purposes of this Section is contained in 5 CFR 752.201.) for 14 calendar days or less, the following procedures shall apply:

a. The CBDO shall provide the Employee with advance written notice, stating the reasons for the proposed action with sufficient specificity to enable the Employee to prepare a response.

b. The Employee may respond orally and/or in writing, including the opportunity to furnish affidavits and/or other documentary evidence in support of the response. Normally the Employee will be allowed seven days, or other amount of time which is reasonable, to prepare a response. Extensions of this time period may be granted if requested in writing by an Employee for demonstrated and valid reason. The CBDO will decide on a case-by-case basis depending on the merits.

c. The notice will advise the Employee of the opportunity to be represented, as appropriate, by a steward of the Local, or by an attorney.

d. The appropriate management official will issue a final written decision as soon as practicable, stating the specific reasons, including a statement of the Employee's entitlement to grieve as provided for in this Agreement.

Section 3. Written Warnings will be maintained in the OPF for a period not to exceed one year. Letters of Reprimand will be maintained in the OPF not to exceed two years. The Employee's response to either of these letters will be also be maintained in the OPF. A statement informing the employee how long the letter will be maintained in the OPF and the Employee's entitlement to grieve as provided for in this Agreement will be specified in the Letter of Warning or Reprimand.

Section 4. Copies of the notice of proposed action, the answer of the Employee if written, a summary thereof if made orally, the notice of decision and reasons therefore, and any order affecting the reprimand or suspension, together with any supporting material, shall be maintained by the CBDO consistent with file retention direction and shall be furnished to the Employee affected upon request.

Section 5. NOTICE OF INVESTIGATION. When a supervisor or other management official begins documenting and analyzing in writing facts which may be used to take disciplinary or adverse action against an Employee(s), the Employee(s) will be notified of the investigation within ten (10) business days of the beginning of the investigation, unless it is a criminal investigation.

Section 6. SET ASIDE PROHIBITIONS. An arbitrator will not set aside a disciplinary or adverse action based upon procedural grounds unless the Employee(s) shows harmful error in the application of the BLM procedures in arriving at the decision. Harmful error is that error by the BLM in the application of its procedures which, in the absence or cure of the error, might have caused the BLM to reach a conclusion different than the one reached. The burden is on the grievant to show that, based upon the record as a whole, the error was harmful - i.e., caused substantial harm or prejudice to the grievant's rights.

## ARTICLE 11

### ADVERSE ACTIONS

#### Section 1. GENERAL:

- a. The CBDO and the Local agree that Adverse Actions against Employees will be in accordance with applicable rules, regulations, and this Article (including DM 370 752,3, Appendix A), and will only be taken for such cause as will promote the efficiency of the service. Employees covered by this Article are defined in 5 CFR 752.401.
- b. An adverse action for the purposes of this Article is defined as:
  - (1) a removal;
  - (2) a suspension for more than 14 calendar days;
  - (3) a reduction in grade or pay where 5 USC 5362 and 5363 are not applicable;
  - (4) a furlough of 30 calendar days or less.
- c. In addition to other statutory and regulatory exclusions, this Article does not apply to actions based on unacceptable performance which is covered under 5 USC 4303, or Reduction in Force under 5 CFR 351.
- d. The CBDO will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.

#### Section 2. PROCEDURES: In all cases of adverse actions, an Employee is entitled to:

- a. At least 30 calendar days advance written notice of the proposed action, unless there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed. This notice shall state the reasons for the proposed action with sufficient specificity to enable the Employee to prepare a response.
- b. The Employee may respond orally and/or in writing, including the opportunity to furnish affidavits and/or other documentary evidence in support of the response. Normally the Employee will be allowed seven days, or other amount of time which is reasonable, to prepare a response. Extensions of this time period may be granted if requested in writing by an Employee for demonstrated and valid reason. The CBDO will decide on a case-by-case basis depending on the merits.
- c. The notice will advise the Employee of the opportunity to be represented, as appropriate, by a steward of the Local or by an attorney.
- d. Upon request, the Employee and/or representative will be given access to copies of all the material relied on to support the reasons in the advance notice of proposed adverse action. This material will be provided to the MSPB upon its request.
- e. A written decision and the specific reasons therefore at the earliest practicable date.

Section 3. APPEAL RIGHTS: An Employee against whom an adverse action is taken under this Article is entitled to appeal to the MSPB or file a grievance under the negotiated grievance procedure, but not both.

Section 4. NOTICE OF INVESTIGATION. When a supervisor or other management official begins documenting and analyzing in writing facts which may be used to take disciplinary or adverse action against an Employee(s), the Employee(s) will be notified of the investigation within ten (10) work days of the beginning of the investigation, unless it is a criminal investigation.

Section 5. SET ASIDE PROHIBITIONS. An arbitrator will not set aside a disciplinary or adverse action based upon procedural grounds unless the Employee(s) shows harmful error in the application of the BLM procedures in arriving at the decision. Harmful error is that error by the BLM in the application of its procedures which, in the absence or cure of the error, might have caused the BLM to reach a conclusion different than the one reached. The burden is on the grievant to show that, based upon the record as a whole, the error was harmful - i.e., caused substantial harm or prejudice to the grievant's rights.



## ARTICLE 12

### INCENTIVE AWARDS

Section 1. The goal of the Incentive Awards Program is to encourage Employees to maximize their individual efforts in contributing to the mission of the CBDO. The Local may make recommendations to the CBDO in this matter.

## ARTICLE 13

### MERIT SYSTEM, PROMOTION AND DETAIL

Section 1. The Local and the CBDO mutually agree that all promotion and detail actions will be in accordance with the merit system (5 USC 23 as revised by the CSRA) as implemented by Departmental and Bureau regulations. All positions the CBDO chooses to fill by merit promotion procedures will be announced in accordance with Departmental and Bureau regulations. All such positions will be publicized to ensure that all Employees have sufficient and equal opportunity to participate in the merit promotion plan.

Section 2. The qualification requirements (X-118) and selective placement factors considered in filling positions by merit promotion will be appropriate for the position and shall be published in the vacancy announcement.

Section 3. The Local and the CBDO mutually agree on the importance of the Employees being well-informed and knowledgeable on all matters relating to their employment.

Section 4. Details are intended for meeting temporary needs of the CBDO's work program, emergencies, cross training, or pending the selection of an incumbent or classification of new duties. Details of more than thirty (30) days shall be recorded in an Employee's official records.

Section 5. Non-selected employees have the right to certain information regarding selection as defined in BLM Manual 1400-335. A non-selected Employee may request representation by the Local. In case of a grievance, the Employee and representative will be furnished the aggrieved Employee's qualifications sheet and a sanitized copy of the rating panel's evaluation, if utilized, on all qualified applicants. The CBDO will make available to an arbitrator any sanitized employment application of a person certified to the position in question for which the CBDO receives permission to provide from the Employee originating the employment application. Non-selection for promotion where proper promotion procedures have been followed is not, in and of itself, grounds for a grievance.

Section 6. Questions related to the selection of personnel to fill positions outside the bargaining unit may be raised under the Departmental grievance procedure. The Local may, at the election of the Employee, and subject to 370 DM 771, represent the Employee in all related proceedings.

Section 7. TEMPORARY PROMOTIONS: Employees assigned to higher graded positions in the Bargaining Unit may be noncompetitively, temporarily promoted in accordance with OPM and DOI policy. Competitive procedures will be used for assignments of more than 120 days.

## ARTICLE 14

### EMPLOYEE ORIENTATION

All new Employees will be informed by the CBDO/Union of their Bargaining Unit status with Local 1966 of the National Federation of Federal Employees and that the union is the exclusive bargaining agent. The Local will provide to the CBDO a list prepared by the Local of all officers, stewards, and any other representatives designated by the Local. This list will be included in all orientation packets which are provided to new employees.

## ARTICLE 15

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Employees believing that they have an EEO complaint may process their complaint through the Departmental EEO complaint process or through the negotiated grievance procedure, but not both.

Section 2. The CBDO will provide the Local with a copy of the Equal Employment complaint procedure.

## ARTICLE 16

### EMPLOYEE ASSISTANCE PROGRAM

Section 1. The CBDO and the Local mutually recognize the benefits of the Employee Assistance Program. The CBDO will publicize the program on an annual basis. The CBDO will use a memorandum to all Employees. The CBDO will provide the Local with content and updated information regarding this program.

Section 2. The Employees Assistance Program (EAP) is designed to assist employees and family members with a variety of situations that impact quality of life, such as: alcohol or other drug abuse, family or other relationships, legal or financial situations, emotional or psychological problems, and critical incident or other stresses. The same consideration, offer of assistance and specific services will be provided irrespective of the nature of the employee's problem.

Section 3. Employees are encouraged to voluntarily use the EAP to identify and manage problems before they reach a crisis level.

## ARTICLE 17

### HOURS OF WORK

Section 1. It is the policy of the CBDO to utilize various types of work schedules permitted by Bureau policy and procedures for the purpose of maintaining and improving work force efficiency, productivity and service to the public; reducing costs; and providing flexibility for meeting employees' needs and enhancing or improving morale.

Section 2. The CBDO endorses the work schedule opportunities for employees described in BLM Manual 1400-610 - Hours of Duty. Employees are encouraged to become familiar with this manual section. Work schedules of individual employees and/or groups of employees will be based on the overall work unit objectives and needs, and Employees' preferences will be accommodated to the extent possible. All Employees may apply for any work schedule presently described in this manual section. The CBDO may not deny an Employee the opportunity to participate in an alternative work schedule without adequate justification. The CBDO will approve work schedules on a work unit basis for individual employees and/or groups of employees based on the work unit objectives and employee preference, unless such a work schedule would:

- a. reduce productivity;
- b. diminish service;
- c. increase cost; or
- d. otherwise hamper operations (e.g., place unfair workload on another employee(s), pose a health hazard).

A scheduled tour of duty is required for each employee regardless of which work schedule is used and must be approved in advance by the employee's supervisor. The scheduled tour of duty and any subsequent changes are authorized on BLM Form 1400-72.

Section 3. The CBDO may be required to limit work to 8 hours or change work schedules on a given day when weather, work load, public needs or other conditions warrant the change. Every effort will be made to plan work to minimize disruption to an employee's work schedule.

a. The CBDO retains the right to assign employees to particular shifts and determine the length of the shifts. The CBDO may, in some situations, require an employee to convert to a basic work schedule for work related reasons or to curb abuses. The CBDO will provide the employee the reason(s) for the schedule change at least one pay period before the change would be implemented. The Union will be notified if such a decision is necessary.

b. The CBDO may terminate Alternate Work Schedules at any time if it determines that they are:

- (1) reducing productivity;
- (2) diminishing service;
- (3) increasing costs; or
- (4) otherwise hampering operations (e.g., place unfair workload on another employee(s), pose a health hazard).

The Union retains the right to Impact and Implementation Bargain.

Section 4. The CBDO has approved the use of two types of alternate work schedules: flexible and compressed work schedules. Approved flexible schedules are gliding, variable day, variable week, and maxiflex. Approved compressed schedules are the 4-10 schedule and the 5/4-9 schedule.

Traditional work schedules are those which were available prior to the passing of alternate work schedule legislation and include the basic work schedule and the first 40 hours of duty. The basic work schedule shall .

consist of 40 hours normally spread over consecutive days Monday through Friday. The CBDO's office hours start at 7:45 a.m. and end at 4:30 p.m.

Core time consists of designated hours and days during the biweekly pay period when an employee on an alternate work schedule must be present for work, or working in a pay status at an authorized location. The core time band hours for the CBDO are Tuesday through Thursday, 9:00 a.m.-2:30 p.m. with a lunch period from a minimum of one-half hour to one hour scheduled approximately at the midpoint of the work shift. The lunch period may be waived only for employees working less than a full shift (6 hours or less). Employees may extend the lunch period subject to their supervisor's approval as long as the work requirements are met. Exceptions to the CBDO core time bands may be granted by the supervisor on a case-by-case basis as long as the work requirements are met and 80 hours are accountable during the pay period.

Flexible time bands are that part of the working hours during which employees may choose their time of arrival and/or departure from the work site or other authorized location. The normal flexible time bands for the CBDO are Monday through Friday, 6:00 a.m. to 9:00 a.m. and 2:30 p.m. to 6:00 p.m. Exceptions to the CBDO flexible time bands may be granted by the supervisor on a case-by-case basis as long as the work requirements are met and 80 hours are accountable during the pay period.

Section 5. BREAKS: Employees will be allowed a 15 minute work break each morning and afternoon. These breaks will not be used to extend the lunch period or shorten the work day so as to leave before the normal dismissal time, but will be arranged around the mid-point of morning and afternoon. Field Employees may use commercial establishments for breaks if:

- a. the establishment is on the direct route to or from the job site; and
- b. no more than the allotted 15 minutes is taken.

Section 6. When per diem is required to accomplish a work schedule, the CBDO will attempt to give Employees enough advance notice to obtain a travel advance for the travel, or make other arrangements. Employees are responsible for requesting any necessary travel advances.

Section 7. Employees are required to perform overtime work when directed by the CBDO. The first consideration for overtime will ordinarily be given to those Employees who are normally assigned to do the work. In the event the Employee does not desire to work overtime, the CBDO will attempt to accommodate his/her request. Employees authorized overtime will be compensated in accordance with applicable laws and regulations. The Local may request from the CBDO a list of overtime distribution for Employees showing their overtime for the year.

Section 8. Travel to and from training and job sites will be governed by laws and regulations. Compensation will be according to applicable regulations.

Section 9. COMPENSATORY TIME: GS Employees will not be required to work for compensatory time if their basic rate of pay is equal to or less than that of a GS-10, step 10. If their basic rate of pay is higher than a GS-10, step 10, the CBDO may elect to require them to work for overtime or compensatory time. (See FPM Letter 551-6.)

Section 10. TARDINESS:

- (a) Employees who are late for work may be excused at the supervisor's discretion. However, habitual tardiness will be treated in accordance with appropriate regulations.
- (b) Field-going personnel will not be delayed from traveling to field job sites because an Employee is late for work. They will leave immediately for the field when ready. The Employee's lateness will be treated according to the above procedures. If supervisors have no office work for an Employee who has missed the ride to the field, the supervisor may place the Employee on annual leave or leave without pay, at the Employee's election, for the day.

## ARTICLE 18

### LEAVE

Section 1. **ANNUAL LEAVE:** The decision to grant annual leave will be made in light of the needs of the service with due consideration also given to the needs of the Employee.

The Employee has the responsibility to work with his/her supervisor to determine when a response to an annual leave request will be forthcoming in order to make appropriate plans. If no written approval has been granted in a reasonable time, the Employee may request consideration of the matter by the second level supervisor.

Notification of denial of annual leave will be made in writing as soon as the supervisor is aware of the work situation that would require it to be denied. The Employee may request reconsideration of this decision by the next level supervisor.

If the Employee is not satisfied with a determination regarding the request for annual leave, the Employee may grieve the issue under the negotiated grievance procedure.

Section 2. **SICK LEAVE:** May be used to provide care for a family member who require help with illness; injury; pregnancy; childbirth or medical, dental or optical examination or treatment. Sick leave may also be used to make arrangements as a result of the death of a family member or to attend the funeral of a family member. Details on the amount of sick leave available can be found in the appropriate regulations.

Section 3. **FAMILY AND MEDICAL LEAVE (Act):** Employees are entitled to up to 12 weeks of unpaid leave during any 12 month period for childbirth, adoption, the care of a spouse, child or parent with a serious health condition, or a serious health condition of the employee which makes the employee unable to perform the essential functions of his/her position (5 CFR 630.1203). This leave must be requested in writing and approved in advance.

An employee may elect to substitute annual leave, sick leave, or other available leave for any or all of the 12 week unpaid leave period, but the CBDO will not require the employee to make any such substitution.

Section 4. **MATERNITY, PATERNITY, AND ADOPTIVE LEAVE:** Annual Leave, sick leave, or LWOP may be granted, in accordance with appropriate regulations, to Employees requesting absence for these purposes.

Section 5. **LEAVE WITHOUT PAY (LWOP):** Employees who do not have leave to their credit and demonstrate a need to take leave for emergencies or other necessary purposes, and Employees who do have leave to their credit, but for some reason, choose not to use it, may request LWOP. The decision to grant LWOP will be made in accordance with applicable regulations.

Section 6. **ADMINISTRATIVE LEAVE:** May be granted in accordance with appropriate regulations and procedures at the CBDO's discretion for such activities as: blood donation, civil defense drills, registering to vote, voting, as well as when the CBDO shuts down due to circumstances beyond its control.

Section 7. **ABSENT WITHOUT LEAVE (AWOL):** An absence from duty that is not authorized or approved or for which a leave request has been denied is properly charged as AWOL. AWOL is not considered a disciplinary action nor does it mean that the Employee has no reason for requesting leave. It means that the Employee's presence is required and the reason for requesting leave is one for which approval is not mandatory. Disciplinary action may be taken, but is not required.



## ARTICLE 19

### FLEXIBLE WORKPLACE

Section 1. General: Both the CBDO and the Local agree that under certain conditions the flexible workplace concept can be advantageous to both the Federal Government and Employees of the CBDO. Working at home or other alternative work sites must be in accordance with OPM and other General Accounting Office requirements.

Section 2. Criteria: Proposals submitted by the employee for consideration must demonstrate that the following criteria are met:

a. The performance of the work at home or other alternate workplace must be advantageous to the Federal Government and not solely for personal choice or convenience.

b. Performance of duties does not require close supervision.

c. It must be determined that the use of an alternate workplace will not reduce productivity, diminish customer service, increase cost, or otherwise hamper operations.

d. A schedule of work time must be developed.

e. For periods exceeding five (5) business days a work agreement contract or form in conformance with DOI/BLM guidelines must be signed by the supervisor and the Employee and approved by the Manager.

Section 3. Other Guidance: Existing rules regarding hours of duty, scheduling work, and overtime apply to the flexible workplace. Established standards regarding pay, leave, and allowances must be followed. Work schedules need to be established to identify the days and times the employee will work in each work setting. It is assumed that part of the work schedule will occur at the official duty station. Standards must be established to provide reasonable assurance that employees are working when scheduled and actual work performance can be measured against established quantity and quality norms. Managers, supervisors, and employees must clearly define specific tasks and expectations.

Equipment required and whether this equipment is to be furnished by the Federal Government or the Employee, including maintenance and servicing of the equipment, must be spelled out in the flexiplacc agreement.

Section 4. Procedures: When required, the employee is responsible for initiating a written request for use of an alternate workplace. The request must address items identified in sections 2 and 3, above. The approved agreement will specify the length of time the agreement would be in force. The agreement may be canceled or modified by the manager/supervisor if in the opinion of the manager/supervisor, the conditions of the agreement are not being met. The agreement can be canceled by the Employee at any time. A "Flexible Workplace Work Agreement" form may be established by the CBDO and the Union to document requests. Requests may also be submitted that address the above requirements plus other administrative needs. Administrative concerns to be addressed in the agreement includes such things as cost to the Federal Government, liability, home inspections, accident or injuries, etc.

## ARTICLE 20

### VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. PROCEDURES: The BLM shall continue to deduct Union dues from the pay of Employees in the bargaining unit, subject to the following provisions:

- a. The Local agrees to procure form SF-1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.
- b. The Local President or other authorized officer of the Local will certify on each SF-1187 that the Employee is a member in good standing in the Local, insert the amount to be withheld, and submit completed SF-1187 to the payroll servicing officer of the BLM.
- c. The Local President or other authorized officer of the Local shall notify the payroll servicing officer of the BLM when the Local's dues structure changes. The change will normally be effected at the beginning of the first full pay period after receipt of such notice. Such a change may be effected no more than once in a 12 month period.
- d. Allotments will normally be effective at the beginning of the first full pay period after receipt of SF-1187's by the payroll servicing officer.
- e. The Local will promptly notify the payroll servicing officer in writing when a member of the Local is expelled.
- f. The BLM agrees to have the payroll servicing officer prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and forward it to the officer designated by the Local. The check will be for the total amount of dues withheld for that pay period.
- g. The BLM will submit with the remittance check a listing of the Employees from whom deductions were withheld and the amounts withheld. The Employee is responsible for notifying the CBDO of any dues allotment that should be stopped because the Employee is no longer included in the Bargaining Unit due to specific exclusion as stated in Article 1, Section 2. This does not preclude the employer from initiating this action on its own. The employer will notify the Local if and when such action is initiated.
- h. A member may voluntarily revoke an allotment for the payment of dues by filling out a form SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the payroll servicing officer. After receipt of such notice by the payroll servicing officer, revocation will become effective as soon as possible following the anniversary date of the Employee's original authorization (SF-1187). The CBDO will make every effort to apprise the Local of revocation of allotments for payment of dues.

## ARTICLE 21

### CONTRACTING OUT OF WORK

Section 1. The CBDO and the Local agree that the CBDO has the right under 5 USC 7106 to determine how work may be done to accomplish the mission of the agency. The CBDO will follow the appropriate laws, rules and regulations when making decisions on contracting out.

Section 2. The CBDO will inform the Local when the CBDO proposes contracting activities which will cause the separation of a current Employee or adversely affect the grade and pay of a current Employee.

Section 3. If contracting out adversely impacts on bargaining unit Employees, the Local and the CBDM may negotiate on appropriate arrangements for these Employees.

## ARTICLE 22

### REDUCTION-IN-FORCE; OUTPLACEMENT

Section 1. **GENERAL INFORMATION.** The decision to conduct a reduction-in-force (RIF) is a management right under 5 USC 7106(a). The implementation of a RIF will be administered by management in accordance with FPM Chapter 351, 370 OM 351 and BLM Manual 1400-351. Recognizing the CBDO and the Local's mutual interest in protecting Employees and the Local's interest in representing Employees, the Local will be afforded the opportunity to request negotiations on appropriate arrangements for Employees adversely affected.

Section 2. **NOTIFICATION PROCEDURES.** The CBDO will notify the Local of the proposed RIF at least forty-five (45) calendar days before the proposed effective date. The CBDO will advise the Local of the reason for the RIF; the number, title, series, and grades of Employees affected; and the measures the CBDO proposes to take to reduce the adverse impact on Employees as soon after the initial forty-five-day notice as possible.

Section 3. **AVAILABILITY OF RIF DOCUMENTS.** Retention registers and other RIF documents will be made available to the affected Employee(s) and his/her Local representative. The CBDO and the Local will encourage each Employee to review their OPF for completeness.

Section 4. **OUTPLACEMENT.** The CBDO agrees that in the event of a reduction in force where Employees are separated, an active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected Employee commensurate with that Employee's skills and experience. The CBDO and the Local will jointly encourage each Employee to see that his/her employment application is up to date as soon as a RIF is announced. Employment applications will be used to match Employees with vacancies. Employees possessing skills in more than one area will designate those areas in which they wish to be matched for consideration for vacancies. This section applies only to career or career-conditional Employees.

## ARTICLE 23

### SAFETY AND HEALTH

Section 1. The CBDO shall continue its effort to carry out its Occupational Health and Safety Program and will meet applicable laws and regulations.

The CBDO will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, the CBDO will notify the Local and the two parties will arrange a time table for abatement, including a schedule of interim steps to protect employees.

The CBDO will, to the extent feasible, provide safe and sanitary working conditions and equipment, in consonance with standards promulgated under all applicable federal laws; e.g., the Occupational Safety and Health Act of 1970.

Employees will fully comply with Federal Safety Laws (e.g., OSHA) and District, State and Bureau safety policies.

Section 2. The District Safety Committee shall include a Local representative.

Section 3. If an employee believes that the assigned duties endanger health or well-being he/she shall immediately notify the supervisor. The supervisor shall promptly investigate and ascertain the validity of the hazard. The supervisor will take corrective action if necessary.

When an employee reasonably believes there is an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek redress through normal hazard reporting, the employee may refuse to carry out the supervisor's instructions. The employee acknowledges that if subsequent investigation reveals that there is no basis for refusing to perform the duties, disciplinary action may be taken.

Section 4. The CBDO will continue its First Aid Training program for Employees as applicable to their work situation.

Section 5. The CBDO will provide safety and personal protective equipment as identified in Job Hazard Analysis and in accordance with safety regulations and related District policies.

Section 6. Supervisors may authorize varied lunch periods in accordance with Article 21, Hours of Work, of this Agreement to allow Employees to engage in physical activities designed to improve fitness and promote well-being. The authorization may be on a day-by-day basis or longer period of time, based on ensuring that the activity does not interfere with workloads or the work of other employees.

Section 7. The CBDO may use overt electronic surveillance systems, such as video cameras, for security purposes. The CBDO will not use such systems to monitor employees, except for just cause.

Section 8. The CBDO will continue in its effort to make the work place free of threatening, violent or intimidating acts. Supervisors will actively investigate and attempt to reconcile complaints received by employees.

Section 9. Check out/in system: The Local and CBDO support the Coos Bay District Check-Out/In Policy. Consistent or deliberate refusal to follow the policy can lead to disciplinary action.

Section 10. The CBDO will expeditiously process and forward to the Office of Workman's Compensation Program (OWCP) all documentation required when an Employee sustains an on-the-job injury or contracts an occupational disease. Upon request, the CBDO will furnish to the Employee copies of all documentation relating to his/her OWCP claim. The CBDO agrees to assist Employee(s) in processing claims under the Federal Employees Compensation Act (FECA).

When an employee is temporarily unable to perform his/her regularly assigned duties because of an OWCP related illness or injury, but may be capable of returning to or remaining in a duty status, the CBDO will make every effort to detail the employee to work assignments compatible with the employee's physical condition or temporarily tailor

the employee's regularly assigned duties to his/her physical limitations.

Section 11. Upon an employee's request, the CBDO will explore opportunities to reasonably accommodate an Employee who is injured or becomes ill due to factors not related to his/her job.

Section 12. When documented medical evidence provided by an Employee shows that the work environment is contributing to a medical problem, the CBDO will make a reasonable effort to correct the environmental problem.

Section 13. Field-going employees will be provided with 2-way radio contact when identified in a Job Hazard Analysis.

Section 14. SAFETY IN NUMBERS: When an Employee feels that his/her safety may be compromised by working alone, a reasonable effort will be made to mitigate the concern. However, the Local recognizes that for certain positions which have solo work identified in the position description and/or vacancy announcement, other arrangements may not be possible.

## ARTICLE 24

### TRAINING

Section 1. **GENERAL PROCEDURES:** It is the Employee's responsibility to maintain proficiency in connection with assigned duties. The efficiency of operation and conduct of training and development activities for Employees are the responsibility of the CBDO.

When a need is suggested by an Employee or otherwise determined by the CBDO, training may involve such approaches as cross training, directed reading, learning center usage, correspondence, on-the-job training, formal classroom training, and resident and non-resident courses. Training recommendations, including attendance at Government expense, will be based on needs identified when developing the annual training plan, however, additional training needs may be evaluated as they occur. When training is provided at Government expense, Employees are expected to take full advantage of opportunities presented to further their proficiency.

Section 2. **ON-THE-JOB-TRAINING:** If an employee is assigned to train an Employee, the appropriate management official may, if necessary, provide additional help in the position to compensate for the time spent training the Employee. If an Employee's work falls behind due to training another Employee, the appropriate management official may provide help to bring the work up-to-date, modify the Employee's EPPR to reflect the new level, or take other appropriate actions to assure that a training assignment does not reflect poorly on the overall work assignment of an Employee.

Section 3. **SCHEDULING:** When practical, the CBDO may schedule work related training courses, seminars, conferences, and meetings during working hours to allow Employees to attend and gain information, education, and training. Official time may be provided to employees attending mutually beneficial training for which the CBDO is not providing tuition and/or travel.

Section 4. **AFTER HOUR TRAINING EXPENSES:** Employees share responsibility for their own career development and are encouraged to take advantage of such courses on their own time. Requests for tuition reimbursement of such training must be submitted 30 days prior to registration if the employee wants advance tuition assistance and will be approved or disapproved within 7 days of registration whenever possible. This program is dependent on the availability of funds.

Section 5. **PUBLICITY:** The CBDO will publish available training opportunities for all Employees. Employees are encouraged to review the published opportunities and to bring to their supervisor's attention those that would improve their job performance. All employees will be equally considered against CBDO identified needs when applying for training.

Section 6. **USE OF EQUIPMENT:** The CBDO agrees to make available to all Employees enrolled in approved job-related training courses academic aids such as desk calculators and computers, for use on the premises of the CBDO at mutually agreeable times during the Employee's non-duty hours.

Section 7. TRAVEL TO TRAINING. To the maximum extent practicable, the CBDM will schedule the time spent traveling to and from training within the regularly scheduled work week of the Employee. It is recognized that in some cases, no amount of planning by the CBDO will prevent an Employee from being required to travel outside the regularly scheduled workweek; but, when this is necessary, the Employee will be paid in accordance with their overtime entitlement under 5 USC or FLSA, as appropriate. When the CBDM determines that it is essential that the Employee be present for the entire training course, and the Employee may not be paid overtime, the CBDM will, upon request, provide the Employee concerned with the reasons for ordering the travel at those hours in accordance with 5 USC and FLSA.



## ARTICLE 25

### USE OF OFFICIAL FACILITIES BY AND SERVICES TO THE LOCAL

Section 1. **INTERNAL MAIL SERVICES:** The Local may present mail addressed to the CBDM to the mailroom, who will date-stamp it, and route it routinely. All mail addressed to the Local will be delivered to the Local's mail box.

Section 2. **BULLETIN BOARD:** The Local will be assigned the use of one bulletin board for the posting of Union notices and literature. All material will be in good taste and contain no personal attacks. The Local will maintain the bulletin board in a timely fashion, assuring that out-of-date material is removed.

Section 3. **SPACE:** The CBDO agrees to allow the Local the use of the District Office conference room and coffee room or like space for Union meetings after hours, as long as these facilities are available in the office.

Section 4. **EQUIPMENT:** The Local may use all technological equipment available in the office in the commission of Union business. If use is not mutually beneficial, the Local may be required to bear related expenses.

Section 5. **USE OF GOVERNMENT-OWNED OR LEASED VEHICLES:** Normally stewards will conduct their business without the use of a Government-owned or leased vehicle. In unusual circumstances, with the written approval of the Assistant District Manager, Division of Field Services, use of a Government-owned or leased vehicle by the Local may be granted.

Section 6. **COPIES OF THE AGREEMENT:** The CBDO will provide 3 copies of this agreement to the Local. A copy of the contract will be kept available for the use of Employees in each Area and Division.

Section 7. **BARGAINING UNIT LISTING:** The CBDO will furnish to the Local annually on October 15 a listing, as of October 1, of all employees in the bargaining unit showing name, official title, grade, and organizational unit. In addition, a listing of changes affecting the bargaining unit, in the same format as the annual listing, will be furnished to the Local upon request.

## ARTICLE 26

### PAST PRACTICES

Section 1. It is agreed and understood that this Agreement supersedes any past practices and understanding which were in effect on the effective date of this Agreement at any level (District, Resource Area, Division) and which are specifically covered by this Agreement.

Section 2. Privileges of Employees which are past practices and have become an integral part of working conditions shall remain in effect unless the CBDO moves to modify them. The Local will be afforded the opportunity to negotiate, as appropriate, and the practice shall be maintained in status quo pending the conclusion of the negotiation, unless it becomes necessary to implement it prior to the conclusion of said negotiation.

Section 3. For a past practice to be binding on the CBDO, it must concern a condition of employment, be clear, be known and consistently followed by both parties for an extended period of time and followed by both parties or followed by one party and not challenged by the other over a substantially long duration, and be consistent with law and Government-wide regulations.

## DURATION AND EXTENT OF AGREEMENT

The undersigned have caused this agreement to be enacted.

FOR THE UNION:

/S/ Redacted  
Member, Negotiating  
Team

/S/ Redacted  
Member, Negotiating Team

---

Member, Negotiating Team

APPROVAL:

<u>/s/ Redacted</u>	<u>28 July 1997</u>
Union President	Date

APPROVAL:

---

Date

## APPENDIX 1

AUTHORIZED ABSENCE FROM DUTY FORM  
FOR  
LABOR-MANAGEMENT RELATIONS ACTIVITIES

FROM \_\_\_\_\_ : AM/PM  
Year - Month - Day Time (Minute)

TO \_\_\_\_\_ : AM/PM  
Year - Month - Day Time (Minute)

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Supervisor Signature

NAME (Print) \_\_\_\_\_  
Last - First - M.I.

\_\_\_\_\_  
Employee Signature

FUNCTION (Circle One)  
Employee Steward  
Grievant Elected Official  
Appellant Representative

UNION POSITION \_\_\_\_\_

ESTIMATED TIME ABSENT \_\_\_\_\_  
Hours and Minutes

<u>Purpose (Contract Reference)</u>		<u>Time Code</u>	<u>User</u> Union/Emp. XX*
Initial Grievance Discussion	(5)	6310-0112-LRED	XX*
Silent Observer	(5d1a)	6310-0112-LRED	*XXXXXX
Receive Grievance	(5d1B)	6310-0112-LRED	*XXXXXX
Investigate and Prepare Grievance at Step 1	(5d1B)	6310-0112-LRED	*XXXXXX
Present Grievance at Step 1	(5c2)	6310-0112-LRED	*
Investigate and Prepare Grievance at Step 2	(5d1B)	6310-0112-LRED	*XXXXXX
Present Grievance at Step 2	(5c2)	6310-0112-LRED	*
Prepare Arbitration	(5d1E)	6310-0112-LRED	*XXXXXX
Arbitration	(5c3)	6310-0112-LRED	*
Statutory Appeal	(5c4)	6310-0112-LRED	*
Prepare Mid-Contract Negotiations	(5d1D)	6310-0112-LRED	*XXXXXX
Negotiations - Basic Contract	(5a)	6310-0112-LREA	*XXXXXX
Negotiations - Mid-Contract	(5a)	6310-0112-LREB	*XXXXXX
Impasse Proceedings	(5a)	6310-0112-LREA/B*	*XXXXXX
FLRA Appearances	(5b)	6310-0112-LREC	*XXXXXX
Formal Discussions	(5c5)	6310-0112-LREC	*XXXXXX
Weingarten	(5d1C)	6310-0112-LREC	*XXXXXX
Committees - Safety	(5c1)	6310-0116-LREC	*XXXXXX
Committees - Other	(5c1)	6310-0112-LREC	*XXXXXX
Training	(5d2A)	6310-0115-LREC	*XXXXXX
Review Proposed Revisions	(5d2B)	6310-0112-LREC	*XXXXXX
Prepare Reports	(5d2C)	6310-0112-LREC	*XXXXXX

\* A for basic contract and B for mid-contract

INSTRUCTIONS

- 1) User to complete form except "to" data, secure supervisory place form on user's desk during absence, complete "to" data upon returning to duty, retain copy and give original to supervisor.
- 2) Enter time to nearest hour on T. and A. report.

## NEGOTIATED GRIEVANCE FORM

## Section I For Use By The Grievant (Employee or Local)

- (1) Name of the Aggrieved (if several attach list):  
 Position Title:  
 Organizational Title:  
 Grade:  
 Organizational Unit:
- (2) This Grievance involves (check all appropriate, at least one):
- ( ) (A) The effect or interpretation, or a claimed breach of this agreement (Article(s), Section(s) Number:\_\_\_\_\_)
- (B) ( ) (B) A claimed violation, misinterpretation, or misapplication of any law, rule or regulations affecting conditions of employment.  
 (Citation Number:\_\_\_\_\_)
- ( ) (C) A matter related to the employment of the employee(s).  
 (Cite basic agreement article(s), law, rule, regulation, etc.)
- (3) My opinion of the proper interpretation or application of the above is:  
 (A)  
 (B)
- (4) Nature of grievance as it affects the employee(s) or the Local. (Include all known and relevant information, describe the occurrence or continuing practice(s) out of which the grievance arose - including dates, person(s) involved, witnesses, locations, etc. Describe the way in which the agreement or law, rule, regulation has been violated, misinterpreted, or misapplied which gave rise to the grievance. include the name of the responsible management official(s), if known. Additional pages may be used and documentation and evidence should be attached as necessary.)
- (5) Remedy desired:
- (6) I designate as my representative in this grievance:

Name	Title	Address	Phone Number
Aggrieved Signature		Date	

APPENDIX 2

SECTION II  
For Use By The CBDO

- (1) Date Grievance Received:
- (2) Attached is my decision and rationale on the grievance described in Section I of this form.
- (3) I propose the following alternate solutions (if any).
- (4) This grievance involves (check all appropriate):
- ( ) (A) Citations offered by the grievant (list exceptions if any).
- ( ) (B) The effect or interpretation of this agreement (Article(s), Section(s) Number:\_\_\_\_\_).
- ( ) (C) The interpretation or application of the following law, rule or regulations affecting conditions of employment.  
    (Citation Number:\_\_\_\_\_)
- (Cite basic agreement article(s), law, rule, regulation, etc.)
- (5) My opinion of the proper interpretation or application of the above is:
- (A)
- (B)
- (C)
- (6) If dissatisfied with my decision, you may proceed to the second step.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position Title

---

SECTION III

---

(A) For Use By the Grievant

I find the resolution offered in Section II unacceptable for the following reason(s). I request the consideration of the CBDM.

I modify the remedy desired as follows:

---

Aggrieved signature

---

Date

---

(B) (1) For Use By the President

(To be filled out in the case of a question of proper interpretation of a higher level regulation.)

This matter concerns a question of the proper interpretation of the following higher level regulation(s).

These regulations should be interpreted in the following manner:

---

Local President Signature

---

Date

---

(B) (2) For Use By the CBDM

I concur with your interpretation.

\*      \*

I do not concur with your interpretation.

\*      \*

My interpretation is as follows:

---

CBDM Signature

---

Date

---

SECTION III (Cont.)

(C) (1) For Use By the CBDM

(To be filled out in the case of a question of proper interpretation of a higher level regulation.)

This matter concerns a question of the proper interpretation of the following higher level regulation(s).

These regulations should be interpreted in the following manner:

\_\_\_\_\_  
CBDM Signature

\_\_\_\_\_  
Date

(C) (2) For Use By the President

I concur with your interpretation.

\*\_\_\_\_\*

I do not concur with your interpretation.

\*\_\_\_\_\*

My interpretation is as follows:

\_\_\_\_\_  
Local President Signature

\_\_\_\_\_  
Date

(D) For Mutually Agreed Interpretations

We agree to the following interpretation(s) of the cited regulation(s).

\_\_\_\_\_  
Local President Signature

\_\_\_\_\_  
CBDM Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



SECTION IV  
For Use By the CBDM

Date grievance received: \_\_\_\_\_

Attached is my decision on the grievance.

\_\_\_\_\_  
CBDM Signature

\_\_\_\_\_  
Date

SECTION V

For Use By The Grievant In Third Step Alternate Grievance Procedure

I find the resolution offered in Section IV unacceptable for the following reason(s). I request consideration by the State Director.

\_\_\_\_\_  
Aggrieved Signature

\_\_\_\_\_  
Date

SECTION VI

For Use By the Local President

The decision is not acceptable for reasons given in the attachment. The grievance shall be submitted to arbitration in accordance with Article 5 of that Basic Agreement.

\_\_\_\_\_  
Local President Signature

\_\_\_\_\_  
Date