

DSC Partnership & Collective Bargaining Agreement

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Article I. PARTNERSHIP COUNCIL CHARTER

Section 1.01 INTRODUCTION -The Denver Service Center (DSC), Lakewood, Colorado, and the American Federation of Government Employees (AFGE), Local 1105, enter into this partnership charter in the spirit of Executive Order 12871, Labor Management partnerships. This charter is a commitment by the partners that all management and union entities within DSC make the best efforts to ensure the partnership principles are implemented. The Labor Relations Officer (LRO) representing the Administrative Program Center (APC) is also party to this charter.

Section 1.02 PURPOSE - The purpose of the DSC Partnership Council (DSCPC) is to design, implement, and maintain a cooperative, constructive working relationship between labor and management to achieve common goals. To that end, the partners will make the investment necessary to establish an atmosphere of mutual respect and trust in accomplishing the NPS mission. This includes open and honest communication with a view toward recognizing and addressing the interests of the partners. This relationship must be established and vigorously maintained by all participants.

Section 1.03 OBJECTIVES - In order to achieve this purpose, the partners agree to establish a council to achieve the following objectives:

- (A) Improve day-to-day DSC operations. The parties recognize that DSC must be competitive with other public and private sector organizations in order to attract work from parks, support offices and regions.
- (B) Ensure implementation of partnership concepts which include:
 - pre-decisional involvement
 - shared responsibility
 - identification of problems
 - sharing of information
 - finding solutions
 - forwarding recommendations to deciding officials
- (C) Develop and implement methods for voluntarily resolving disputes without use of a third party decision maker.
- (D) Identify training needed to accomplish partnership objectives.
- (E) Follow Office of Personnel Management (OPM) guidance on implementing Executive Order 12871.
- (F) Implement Department of the Interior policies and procedures that affect employees and customer service.

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Section 1.04 COUNCIL OPERATING PROCEDURES AND GROUND RULES

(A) MEMBERSHIP

The council will be comprised of the following permanent members:

- (1) Management Representatives - Five (5) representatives including the DSC Director and personnel management specialist from APC.
- (2) Employee Representatives - Five (5) bargaining unit representatives including the local union president.

(B) CO-CHAIRPERSONS

- (1) Co-Chairpersons shall serve as the meeting coordinators and will be elected, one by management representatives and one by employee representatives to serve for a term of one (1) year.
- (2) The responsibility for chairing partnership council meetings will be alternated between the two Co-Chairpersons.
- (3) Chairperson for each meeting will receive agenda items from members at least ten (10) calendar days prior to the meeting. Members shall write a short description of agenda submittals to clarify the topic/issue raised. The council shall develop a means to agree on agenda items and are assigned relative priorities reflecting a consensus of the membership.
- (4) Chairperson for each meeting will be responsible for compiling the meeting agenda and submitting the agenda to the meeting facilitator and all members not less than five (5) calendar days before the meeting.
- (5) Emergency issues may be added to a meeting agenda before or during a meeting by mutual agreement of the members.
- (6) Chairperson for each meeting will be responsible for circulating draft minutes received from the facilitator for substantive comments to all members, incorporating comments and changes and circulating final minutes to members and to employees. No information on decisions will be released until the final minutes are approved unless agreed to by both parties.
- (7) A written record of all council meetings shall be made available to all employees within ten (10) calendar days of each meeting.

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(C) COUNCIL MEETINGS

- (1) Meetings will be held monthly on the 2nd Tuesday of the month from 9:00 a.m. to 11:00 a.m. in Room 251, Management Services Conference Room. Additional meetings may be called by agreement of the two Co-Chairpersons. All parties must agree to extend time for meetings.
- (2) Meetings are attended by council members with the option of including subject matter expert(s) for particular agenda items by mutual agreement. A quorum is defined as three (3) members from each party.
- (3) A third party facilitator may be retained to conduct the meetings, take notes and draft the minutes of the meeting. Draft minutes will be submitted by meeting chair following two (2) working days of the council meeting.
- (4) Council decisions will be made using a consensus approach that integrates the interests of the partners. A consensus decision is defined as one that all members can understand, accept and support.
- (5) When all members cannot reach an agreement on an issue, a special meeting will be scheduled and an interest-based bargaining (IBB) process will be utilized.
- (6) The council may establish committees, task forces, or work groups as necessary or appropriate to carry out the work of the council.
- (7) Subject matter experts or consultants may be asked to participate in council fact finding efforts or meeting presentations by mutual agreement of council members.
- (8) All council action agreements shall include a target date for action implementation and a responsible council member.

(D) IMPLEMENTATION

- (1) Training: By mutual agreement, training will be provided for council members. Training to be considered includes IBB, partnership effectiveness, and alternative dispute resolution.
- (2) Cost: Costs associated with the partnership council, including training, facilitation, and dispute resolution shall be borne equally by the parties.

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(E) COMMUNICATIONS

- (1) The DSC partnership council shall foster a harmonious atmosphere of communications through the sharing of all information that will affect the relationship of the partnership.

(F) DISPUTE RESOLUTION

- (1) A function of the council is to accomplish objectives through consensus that will foster a cooperative labor management relationship.
- (2) Union and management rights to file Unfair Labor Practice (ULP) charges are not foregone. In good faith, the partnership council will proceed with implementing these principles until all other agreed upon efforts have been exhausted (i.e., mediation). For the life of this agreement, both parties will refrain from filing ULP charges and will operate using IBB techniques. If a ULP is proposed by either party, there will be a seven (7) calendar day cooling-off period and an emergency meeting of the partnership council will be convened. If this situation arises, the parties agree to implement appropriate non-binding alternate dispute resolution techniques prior to filing with the Federal Labor Relations Authority within seven (7) calendar days of the emergency meeting.

(E) DURATION OF AGREEMENT

- (1) Effective Date and Term. The effective date and the anniversary date of this agreement shall be the date of approval by the Director of Personnel, Office of the Secretary, Department of the Interior. This agreement shall remain in effect for two (2) years and shall automatically be renewed for one (1) year on the second anniversary date and on each anniversary date thereafter, unless a proper representation challenge is made by another Union, or not more than 105 calendar days and not less than 60 calendar days prior to such date, either party gives written notice to the other of its desire to amend, renegotiate, or terminate the agreement. If such notice is given, this agreement shall remain in full force and effect until the changes have been negotiated and approved. In renegotiating this agreement, the Employer and the Union will negotiate only those matters that have been submitted in writing at least sixty (60) calendar days prior to negotiations.
- (2) Renegotiations. Either Party may give written notice to the other not more than on hundred and five (105) nor less than sixty (60) calendar days prior to the two (2) year expiration date for the purpose of renegotiating this agreement. If negotiations and mediation, if appropriate, have not been completed and the Agreement approved by the anniversary date, the existing Agreement shall be

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automatically extended up to ninety (90) calendar days exclusive of the time necessary to obtain decision of the third parties under the act.

- (3) Renewal. If neither Party serves notice to renegotiate this Agreement at the end of its term, the Agreement shall be automatically renewed subject to the other provisions of this Article.
- (4) Amendment by Mutual Consent of the Parties. The Parties may effect amendments or may add provisions to this Agreement at times other than provided for in this Article if both Parties agree that it is expedient to do so.

Article II. RECOGNITION AND BARGAINING UNIT RECOGNITION

The Management recognizes the Union as the exclusive bargaining representative for all its employees included within the bargaining unit set forth below. The Union recognizes its responsibilities for representing, without discrimination, the interest of all employees in the unit with respect to grievances, personnel policies, procedures, and matters affecting working conditions.

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Section 3.1 COVERAGE AND EXCLUSIONS OF THE AGREEMENT

The recognized Unit for which the Union is the exclusive representative includes all professional and nonprofessional employees of the U.S. Department of Interior, National Park Service, Denver Service Center, Denver, Colorado. Excluded from the Unit are all management officials; supervisors; and employees described in 5 USC 7112(b) (2), (3), (4), (6) and (7). Both parties recognize and agree upon the inclusion/exclusion of identified Unit positions.

Article III.**Article IV. RIGHTS AND RESPONSIBILITIES**

PREAMBLE - The management and employees of the Denver Service Center, National Park Service, shall work cooperatively to create an atmosphere of mutual respect that reflects the professional integrity of the Denver Service Center and its commitment to fulfilling the mission of the National Park Service. To further that goal, the rights of DSC management, employees, and AFGE Local 1105 are hereby stated.

Section 4.01 RIGHTS OF MANAGEMENT

- (A) In accordance with Public Law 95-454, Section 7106, the management of the Denver Service Center, National Park Service, retains the right to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and in accordance with applicable laws:
- (1) 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
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted.
 - (3) with respect to filling positions, to make selections for appointments:
 - a) from among properly rated, ranked and certified candidates for promotion; or
 - b) from any other appropriate source

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- c) To take whatever actions may be necessary to carry out the agency mission during emergencies.

(B) Section 7106 further states that:

- (1) "Nothing in this section shall preclude any agency and any labor organization from negotiating at the election of the agency:
 - a) 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;
 - b) procedures which management officials of the agency will observe in exercising any authority under this section; or
 - c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials."

Section 4.02 RIGHTS OF EMPLOYEES

- (A) All employees will be treated fairly, equitably, and without discrimination in all aspects of personnel administration. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right,
 - (1) To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, Congress, or other appropriate authorities, and
 - (2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

(B) REPRESENTATION

- (1) Employees have a right to meet and confer with a Union representative. If an employee desires to consult with a Union representative during duty hours, they will obtain prior permission from their supervisor or designee.
- (2) Any employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate management officials, with

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or without the intervention of Union officials, in accordance with applicable laws, rules, regulations, or established policies.

- (C) The Management and the Union acknowledge their mutual responsibility and the obligation of every employee to cooperate in the promotion of economy and efficiency in the administration of the programs, projects, and operations of the National Park Service.

(D) WEINGARTEN RIGHTS

- (1) Bargaining unit employees may be entitled to union representation in meetings held in connection with an investigation. There are five conditions established by law for a "Weingarten meeting." All five of the following conditions must be met before an employee is entitled to union representation:
- a) the meeting is being conducted by one or more agency representatives; and
 - b) the agency representatives are conducting an examination (asking questions) in connection with an investigation; and
 - c) the employee is in the bargaining unit; and
 - d) the employee reasonably believes that the examination may result in disciplinary action; and
 - e) The employee requests union representation.
- (2) Once all five conditions have been met, agency representatives should not continue the examination without allowing the employee his or her requested representation.
- (3) An employee who has a question about the purpose of a meeting is encouraged to ask the agency representative the purpose for the meeting. Employees who have questions about their right to representation are encouraged to contact a union representative. Supervisors who have questions about their responsibilities regarding employee entitlements to representation are encouraged to contact the Administrative Program Center (APC).

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Section 4.03 RIGHTS OF THE LABOR ORGANIZATION

- (A) **RECOGNITION** -The management of the Denver Service Center recognizes AFGE Local 1105 as the exclusive bargaining representative for all bargain unit employees. The union recognizes its responsibility for representing, without discrimination, the interests of all bargaining unit employees with respect to grievances, personnel policies, procedures, and matters affecting working conditions.
- (B) **REPRESENTATION**
- (1) The union as the exclusive representative shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.
 - (2) Meetings to be held on the work site between a union representative and a bargaining unit employee will be held in a private area.
 - (3) The union has no obligation to represent non-union members on issues related to:
 - a) EEO complaints
 - b) Proposed disciplinary actions
 - c) MSPB appeals
 - d) Workers compensation appeals
 - e) Unemployment hearings
 - f) Classification appeals
 - g) Any other situations where statutory appeals are available

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(C) DESIGNATION OF REPRESENTATIVES

- (1) The union retains its right to designate its representatives. The effective use of stewards and a reasonable distribution of their union workload enhance a sound union-management relationship and contribute to the efficiency of the agency's operation.
- (2) The union will supply management with a roster of designated stewards. The union will notify management of any changes in the designated stewards.

(D) INFORMATION REQUESTS - DSC management agrees to pursue and provide requested data in a reasonable manner. The response to union data requests will include an estimated date of when the data will be provided. Any data will be provided at that time.

(E) EMPLOYEE NOTIFICATION - Management will notify employees in writing every 6 months of their right to join the Union, or to refrain from this activity, freely and without fear of penalty or reprisal. Additionally, the Union shall be granted the opportunity to make up to a 30-minute presentation for new employees in the bargaining unit. This presentation shall be at a time and setting mutually agreed by Management and the Union. This presentation agreement applies to all new employees hired after June 21, 1999

(F) MEMBERSHIP DRIVES - The union shall be granted authority to conduct up to two (2) membership drives within a one (1) year period, up to 30 days in duration each. Upon request, Management shall provide the Union when available, with reasonable and visible spaces, tables, bulletin boards, and easels for use in such drives. Internal mail distribution facilities shall also be made available to the Union during this period. Membership drives will not be conducted on official time.

(G) The rights stated above do not preclude or replace union rights as stated in Subchapter II, "Rights and Duties of Agencies and Labor Organizations," of The Federal Service Labor-Management Relations Statute.

Article V. NOTIFICATION AND RESPONSE TIME

PREAMBLE - To enhance their working relationship, management and labor must establish communication protocols that define the role and responsibilities of both

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parties. The following establishes the procedures by which the partners will inform each other of issues and proposed actions that potentially could affect labor, management, and the partnership. The partners agree that notification of and response to any and all actions affecting the bargaining unit and DSC management, in accordance with Section VII of Public Law 95-545, shall occur in an efficient and timely manner.

Section 5.01 NOTIFICATION PROCESS

- (A) The partners agree to provide the earliest possible written notification of any actions affecting the bargaining unit and/or the partnership. In cases of emergency, the partner's points of contact or their designated alternates agree to meet face-to-face at the earliest possible opportunity to resolve the issues.
- (B) Written notification shall consist of a two-part transmittal memorandum agreed to by both parties. The format of this memorandum shall be based on the current "Transmittal Of Legal Documents" memorandum used to submit documents to the Department of the Interior Office of the Solicitor. The memo shall include the following, provided by the requester:
 - (1) The date of the memo
 - (2) The subject of the memo
 - (3) The requested response date
 - (4) Any supporting documentation
 - (5) Names of the points of contact
 - (6) Specific requests for confidentiality, in accordance with the Freedom of Information and Act and the Privacy Act.
- (C) The responder shall provide the following:
 - (1) The response date
 - (2) Official response to the request
 - (3) Any documentation relevant to the response
 - (4) Names of the points of contact

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(5) Specific requests for confidentiality, in accordance with the Freedom of Information and Act and the Privacy Act.

(D) The partners agree to respond within four (4) working days with an option to extend, subject to mutual agreement.

Section 5.02 POINTS OF CONTACT

(A) The official points of contact for the partnership will be the DSC director's office and the president of AFGE Local # 1105. Alternate points of contact for DSC management will be:

(1) The Chief of Planning and Design Services

(2) The Management Analyst, DSC Director's Office.

(B) The alternate points of contact for AFGE Local #1105 shall be:

(1) The Vice-President;

(2) The Chief Steward.

Section 5.03 EXTERNAL COMMUNICATIONS

(A) The existing communication network and the AFGE bulletin board shall be used for all routine communication with the bargaining unit, including consensus reached among the partnership council on decisions related to policy and procedure.

(B) On issues where the partners fail to reach consensus, they will notify each other prior to the release of any information via the communication network or the AFGE bulletin board.

Article VI. OFFICIAL TIME

Section 6.01 BALANCING LEGITIMATE NEEDS

Management and the Union realize the benefits that may be derived from the use of official time. Management recognizes and respects the Union's need for official time. The Union recognizes and respects Management's need to accomplish work assignments. The parties agree to work together to balance these needs.

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Section 6.02 OFFICIAL REPRESENTATIONAL FUNCTIONS

- (A) The President, Vice President, Chief Steward and Stewards are expected to perform representational functions such as, but not limited to, the following:
- (1) Meet with employees about grievances
 - (2) Meet with employees about disciplinary actions
 - (3) Appear as a witness or representative at a formal hearing
 - (4) Attend formal discussion
 - (5) Attend Weingarten meeting
 - (6) Attend negotiation sessions with management
 - (7) Present grievances to management
 - (8) Represent employees in disciplinary actions
 - (9) Represent the bargaining unit in legislative issues

Section 6.03 DISTRIBUTION OF OFFICIAL TIME

- (A) The president is released up to full time to perform the above listed representational functions. The President is not required to complete the official time request form. The President will complete an Official Time Report at the end of each pay period and submit it to the Director's designee. Full time release may be assigned or delegated for use by another union representative.
- (B) The Vice President and Chief Steward are released for up to 40 hours total per pay period to perform the above listed representational functions. There is no carryover of unused official time from any pay period to the next.
- (C) The Secretary may request a reasonable amount of official time to assist with membership communication.
- (D) The Treasurer may request a reasonable amount of official time to establish, maintain and prepare reports of records required by the U.S. Department of Labor.
- (E) The Stewards are released for a reasonable amount of official time for representational functions.

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- (F) Official time will be granted to a Union representative for the performance of the above representational functions for that time when the Union representative would otherwise be in official duty status. Management will attempt to change the Union representative's tour of duty to allow the employee to be on official time. The Union may designate the representative that will utilize official time under this agreement.
- (G) Representational functions that are performed by the above union representatives that do not count against the above listed time limitations are as follows:
 - (1) Attend Partnership Council meetings
 - (2) As the union representative participating as a member of a Commercial Activity study committee (under OMB circular A-76)
 - (3) A union representative at a special briefing conducted by the Director or his representatives.
 - (4) Time spent administering and conducting a reduction in force.

Section 6.04 REQUESTING OFFICIAL TIME

- (A) When requesting official time, the union representative will submit a SF 71 to their supervisor (or designee) as much in advance as possible but normally not later than one (1) duty day before the time requested. Upon receipt of the request form, the supervisor will provide an expeditious response to the union representative, using the SF 71 form.
- (B) Unless there are compelling mission related reasons, the supervisor will grant release at the time requested. If release cannot be granted at the time requested, the supervisor will work with the union representative to reach an appropriate time for the official time to be used within one (1) duty day except in extraordinary circumstances.
- (C) Union stewards will use the SF 71 form for each incident, filling in the appropriate block on the request form to identify the purpose for which the official time will be used.
- (D) The Vice President and the Chief Steward will use the form for each day on which official time is used, indicating the number of hours and identify the purpose(s) for which the official time will be used, in the appropriate blocks.

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Section 6.05 USE OF OFFICIAL TIME

- (A) Normally, the union representative will report back in with the supervisor upon the union representative's return to the work site. Union representatives will normally advise supervisors of their presence in another work area when performing representative functions.
- (B) Where the union has been designated as the representative, one local Union representative will be entitled to official time (if otherwise in a duty status) as the union's representative and one local Union representative will be entitled to official time (if otherwise in a duty status) as a technical advisor in appropriate (arbitration, MSPB, EEOC) hearings. Management will attempt to change the Union representative's tour of duty to allow the employee to be on official time.
- (C) Official time will not be granted for activities such as soliciting membership, collecting dues, campaigning for office, conducting elections, or other Internal Union matters.
- (D) The union will develop a training plan for Union representatives, to include the tentative schedule and agenda, and submit it to the Labor Relations Officer. To be approved for use of administrative leave to attend, the training must be mutually beneficial to Management and the Union. Training approved under this procedure is not subject to the time limitations listed above.

Article VII. GRIEVANCE AND ARBITRATION

Section 7.01 PURPOSE

- (A) The purpose of this Agreement is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. The negotiated procedure shall be the exclusive procedure for employees in the bargaining unit for resolving grievances covered by this Agreement.
- (B) This Agreement is used to review:
 - (1) Any matter of concern or dissatisfaction to an employee which is subject to the control of management and for which the employee seeks personal relief; or
 - (2) Any matter in which the employee alleges that coercion, reprisal, or retaliation has been practiced against him/her.

Section 7.02 DEFINITION

- (A) Grievance means any complaint by an employee, the Union (AFGE Local 1105) acting on behalf of the employee, the Union acting on its own behalf, or the Management (Denver Service Center) concerning any matter relating to employment or employment practices. The complaint cannot be a grievance under the terms of this Agreement if the remedy is outside the jurisdiction of the Management or the Union. Either the Union or the Management can file a grievance concerning the effect of interpretation, or a claim of breach, of this Agreement.

Section 7.03 GRIEVANCE PROCEDURE

- (A) EXCLUSIONS - Matters excluded from consideration under this Agreement include the following:

(1) Statutory exclusions:

- a) Matters relating to political activities prohibited under 5 U.S.C. 7321.
- b) Matters relating to retirement, life insurance, or health insurance.
- c) A suspension or removal for national security reasons.
- d) Any examination, certification, appointment, or licenses necessary to perform work relating to employment.
- e) The classification of a position which does not result in the reduction-in-grade or pay of an employee.

(2) Formal grievance exclusions:

- a) Proposals to take disciplinary or adverse action.
- b) The content of external regulations (e.g. government-wide regulations).
- c) The content of performance standards when initially assigned to a position (except as allowed by law).
- d) Non-selection for promotion from a group of properly rated and certified candidates, unless the basis of the grievance involves a procedural violation.
- e) Non-receipt of a non-competitive promotion.

- f) An action terminating a temporary promotion or appointment on the original expiration date.
- g) Termination of probationary or temporary employees.
- h) Non-receipt of an incentive award.
- i) Reduction-in-force.

Section 7.04 OTHER APPEALS PROCESSES

Nothing in Section 1.1 shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board (MSPB), or processing any prohibited personnel practice defined in law through statutory appeals process; provided the employee has not filed a formal grievance on the matter in accordance with this Agreement. Employees may elect to file under the Equal Opportunity (EO) complaint process, or in accordance with this Agreement, but not both.

Section 7.05 INFORMAL GRIEVANCE

- (A) An employee or the Union acting on behalf of the employee may present a grievance concerning a continuing condition or practice at any time. However, a grievance concerning a specific incident must be presented within 30 calendar days of the occurrence of the incident or of the date the employee or the Union becomes aware of it.
- (B) Employee and supervisor are encouraged to work out any differences prior to the employee filing an informal grievance.
- (C) The informal grievance is initiated when the employee or the Union, on behalf of the employee, completes Part 1 of the Official Grievance Form and submits it to management's designated representative or the Labor Relations Officer (LRO), with a copy to the chief steward. The Official Grievance Form is available from the Union president, chief steward, or the LRO.
- (D) If the grievance concerns the relationship with or an action by the supervisor, the grievance may be presented to the next higher-level supervisor. Should the employee or the Union believe that the next higher-level supervisor might also have been involved in the circumstances leading to the grievance, the Union may consult with the LRO to determine if the grievance should be presented to the next level of management.
- (E) The employee is allowed reasonable official time to confer with a Union representative and to prepare for the grievance proceedings. Time away from the

worksite must have the prior approval of the supervisor. Should problems develop which cause continued restrictions in scheduling of meetings between the employee and the Union representative, the Management and the Union will consult to schedule meeting times.

- (F) A deciding official (the management official who ultimately renders a determination) will give consideration to all available facts and may interview any person believed to be able to provide relevant information to the grievance. The deciding official will record the decision, or a settlement offer, on the Official Grievance Form, and present it to the employee and the Union within 15 calendar days of the time the form was submitted to management's designated representative or the LRO.
- (G) The employee or the Union will accept or reject the decision or settlement offer, marking the appropriate box and signing the form. If the offered settlement is unacceptable and, if the employee or the Union desires to continue to the formal step of the grievance process, the employee or the Union must briefly explain, in writing, why the offered settlement was not acceptable.

Section 7.06 FORMAL GRIEVANCE

- (A) If the employee or the Union, acting on behalf of the employee, is dissatisfied with the proposed remedy to the grievance offered at the informal step, the employee or the Union may, within 15 calendar days of receipt of decision, initiate a formal grievance by:
 - (1) Indicating in the appropriate box of the Official Grievance Form that the reply to the informal grievance was not acceptable with a brief explanation of the reason.
 - (2) Submitting the Official Grievance Form to management's designated representative or to the APC LRO identifying the specific nature of the grievance and the remedy requested. The remedy requested must specify a personal relief sought by the employee or the Union. Personal relief is a specific remedy directly benefiting the grievant.
- (B) The Union and the Management may consult for the purpose of clarification concerning the stated grievance and/or the remedy requested.
- (C) The employee may list persons he/she recommends for interview indicating their relevant knowledge.
- (D) Within 30 calendar days of the initiation of the formal grievance, the deciding official will present a decision or settlement offer to the employee or the Union

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- (when acting on behalf of the employee) on the Official Grievance Form. The deciding official is the first level supervisor, unless that individual is party to the grievance, in which case the grievance is presented to the next higher level of management.
- (E) All time limits herein may be extended by mutual agreement of the employee, and/or the Union and the Management. The initiator of a formal grievance may terminate it by written notification to management's designated representative or the LRO.
 - (F) Failure of the employee or the Union to comply with the stated time limits constitutes grounds for denying or terminating the grievance.
 - (G) Failure of the deciding official to respond within the prescribed timeframes at either the informal or formal step will automatically result in the grievance being elevated to the next level of management.
 - (H) Issues not directly related to the original grievance may not be raised after the formal step has been initiated.
 - (I) If similar grievances are presented at approximately the same time, with the concurrence of the Union and Management, they may be treated as a group grievance.

Section 7.07 MEDIATION

If the formal grievance is not resolved, the employee, Union, or the Management may request that a mediator be appointed, subject to the agreement of all Parties to the grievance. The mediation process will be employed through the services of the Denver Federal Executive Board, the Federal Mediation Conciliation Services office, or other professional mediators. Normally, 30 calendar days will be allowed for mediation, unless an extension is agreed upon by mutual agreement of all concerned. Costs for mediation, if any, shall be shared equally by all the Parties to the grievance.

Section 7.08 DISPUTES BETWEEN THE UNION AND MANAGEMENT

A special process relates to grievances between the Union and the Management and does not apply to grievances filed by individual employees. Grievances regarding the interpretation or application of this Agreement may be filed in writing with management's designated representative or the APC LRO by the Union President or with the Union President by management's designated representative or the APC LRO.

Partnership and Collective Bargaining Agreement

This filing must be within **30** calendar days of the occurrence of a specific incident, or the date the Union or Management became aware of it. A written response to the grievance will be provided to the Union or the Management within **30** calendar days of the receipt. If the grievance is not resolved, the Union or the Management may request that a mediator be appointed subject to the agreement of both parties in the grievance. Mediation shall be conducted as specified in Section 1.5.

Section 7.09 ARBITRATION PROCESS(A) INITIATING ARBITRATION

Should either the Union or the Management be dissatisfied with the answer in the mediation process, the arbitration process may be initiated within 30 calendar days after the end of the formal grievance process or mediation. Arbitration may be initiated by providing the Union or the Management a memorandum indicating the desire for arbitration. Employees may NOT independently request arbitration without the written concurrence of the Union.

- (1) The Party initiating arbitration may request that the Federal Mediation and Conciliation Service (FMCS) submit a list of seven arbitrators. As appropriate, the Parties may jointly request that the FMCS provide arbitrators with certain Federal specialized experience in Colorado. The costs to obtain the lists shall be borne by both Parties.
- (2) Within 15 calendar days of the receipt of the list of arbitrators, the Parties shall meet in an attempt to define the unresolved issue(s) and to agree upon an arbitrator. If they do not agree upon one of the listed arbitrators, then the Parties shall each strike one name from the list until one name remains. The remaining person shall be the duly selected arbitrator.
- (3) If the Parties fail to agree within 5 calendar days on a joint submission of the issue(s) for arbitration, each shall submit a separate issue statement, and the arbitrator shall determine the issue(s) to be heard. The Parties agree to meet at least 30 calendar days prior to the hearing to define issues and the joint submission of exhibits.

(B) FEES AND EXPENSES

The arbitrator's fees, transcript, and all other expenses, if any, shall be borne equally by both Parties, except if a service (such as a transcript) is requested by only one Party, that Party will then bear the responsibility for that expense, and the service will not be provided to the other Party, unless it is to be used as a reference in a brief.

(C) DECISION TIME AND SCOPE

The arbitrator shall be requested to render a decision (1) as quickly as possible after the hearing is concluded, but (2) no later than **30** calendar days after the hearing is concluded, whichever comes first, unless the Parties mutually agree to extend the time. The arbitrator's decision shall not have the effect of adding to, subtracting from, altering, amending, or modifying any provision of this Agreement.

(D) AWARD EXCEPTIONS

The decision of the arbitrator shall be final and binding. The Parties, however, reserve the right to take exception to any award. In accordance with the statutory provisions of the Federal Services Labor Management Relations Act, either Party may file exceptions to arbitral awards.

Approved this 21st day of December 1999

