

U.S. Department of the Interior, U.S. Geological Survey,
Fort Collins Science Center
and
American Federation of Government Employees (AFGE) Local 1114*

*The original parties of this Collective Bargaining Agreement were U.S. Fish & Wildlife Service and National Federation of Federal Employees Local 2074. Several unit clarifications have occurred with the most recent on April 13, 2009.

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Article 1

PREAMBLE

This Agreement is entered into under the authority granted by Title 5, United States Code, Chapter 71 (Public Law 95-454), and is subject to all applicable policies, statutes, and regulations issued by the United States Department of the Interior, the U.S. Fish and Wildlife Service, and the Federal Government. The following Articles, together with any or all supplemental agreement(s) which may be agreed to at later dates, constitute the Agreement by and between the National Ecology Research Center, U.S. Fish and Wildlife Service, hereinafter referred to as the Employer, and Local 2074 of the National Federation of Federal Employees, hereinafter referred to as the Union. This Agreement applies only to bargaining unit employees and cannot cover or impact in any manner upon persons or positions outside the certification of exclusive recognition.

Article 2

PARTIES AND COVERAGE

Section 1. The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit as defined in Section 2 of this Article. The Union recognizes the responsibility of representing the interests of all employees in the bargaining unit with respect to personnel policies, practices and working conditions. The provisions of this Agreement shall be administered and interpreted in a manner consistent with the requirement for an effective and efficient Government.

Section 2. The recognized unit for which the Union is the exclusive representative includes all professional and non-professional employees of the U.S. Fish and Wildlife Service, National Ecology Research Center, excluding temporary employees with appointments of 90 days or less; management officials; supervisors; and employees described in 5 USC 7112(b)(2); (3), (4), (6), and (7).

Article 3

GENERAL PROVISIONS

Section 1. It is the intent and purpose of the parties hereto to promote the efficient administration of the FWS, National Ecology Research Center and for the well-being of employees. This Agreement is entered into to establish a basic understanding of labor-management relations between the parties concerning personnel policies, practices and procedures and matters affecting conditions of employment within the jurisdiction of the Employer. Both parties recognize that the orderly, efficient and continuous progress of the Employer's operations is in the public interest.

Section 2. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement is approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities. Future laws or Government-wide regulations take precedence over any portion of this Agreement with which they may conflict.

Section 3. The Employer and the Union shall share equally the cost of printing the Agreement. The Union shall be responsible for distributing the Agreement to current and new members of the unit. The Employer is responsible for providing appropriate management officials with copies of the Agreement.

Section 4. References to days in this Agreement shall mean calendar days unless otherwise specified. Due dates which fall on weekend/holiday/office closure will be extended to the next business day.

Section 5. The Union will supply the Employer semiannually (January and July) with a roster of the names of Union officers and will submit changes to the roster as they occur.

Section 6. The Employer will provide to the Union semiannually (January and July) a list of newly appointed bargaining unit employees.

Article 4

EMPLOYEE RIGHTS

Section 1. Employees' rights, as specified in this Article, are governed by 5 U.S.C., Chapter 71, Section 7102.

Section 2. Employees in the bargaining unit are protected in the exercise of the right to freely, and without fear of penalty or reprisal form, join and assist the Union or refrain from such activity. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative.

Section 3. Nothing in this Agreement will require an employee to become or remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions or by voluntary cash dues payments.

Section 4. This Agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of management officials without the involvement of the Union.

Section 5. All bargaining unit employees have the right to Union representation regardless of Union membership. Employees also have the right to represent themselves or to be represented by an attorney or other representative of the employee's own choosing other than the Union in the exercise of any grievance or appellate rights established by law, rule or regulation, except in the case of grievance or appeal procedures negotiated under this contract.

Section 6. In accordance with Section 7114 (a)(2)(B) of the Civil Service Reform Act, employees have the right to request representation from the Union if the employee reasonably believes discipline may result from an examination by a representative of the Employer. There is no obligation on the part of the Employer to advise the employee individually of this right. The Employer will notify employees of the Weingarten Rule by posting such a notice annually. During Weingarten meetings, the Union representative's sole function is to advise the employee of his/her rights. If the employee requests representation and the representative initially chosen is not on duty and/or cannot be made available in a timely manner, the employee will have an opportunity to choose another representative who is available in a duty status. If such a request is not reasonable, it shall not serve as a basis for postponing the meeting.

Section 7. Other than the employee or his/her official representative (designated in writing), only those individuals authorized by Government Regulations will be allowed access to an employee's official personnel file, or to any information extracted therefrom.

Article 5

UNION RIGHTS AND OBLIGATIONS

Section 1. The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and joint meetings with the Employer with regard to suggested changes or modifications to established activity personnel policies or regulations. The Employer agrees to notify the Union prior to making any changes in personnel policies, practices, and matters affecting working conditions. Whenever possible, the Employer further agrees to inform the Union of such changes at least 30 days prior to proposed effective date. The Union will furnish a letter of any intent to negotiate within eight (8) days after notification. When changes involve written materials, the Employer will furnish the Union president or his designated representative one copy of such proposed changes.

Section 2. It is agreed that the Union has the right to negotiate in good faith with the Employer with respect to personnel policies, practices, and procedures and other matters affecting working conditions for unit employees consistent with the provisions of Section 7114, Title VII, CSRA. Further, the Union will, after notification, be given the opportunity to be represented at formal discussions between the Employer and its employees concerning personnel policies and practices or other matters which affect the general working conditions of unit employees consistent with the provisions of Section 7114, Title VII, CSRA.

All bargaining unit employees have the right to Union representation regardless of Union membership. Employees also have the right to be represented by an attorney or other representative of the employee's own choosing other than the Union in the exercise of any grievance or appellate rights established by law, rule or regulation, except in the case of grievance or appeal procedures negotiated under this contract.

Section 3. The Union may designate Stewards in the various organizations having employees in the Unit. The Union will be allowed as many as three (3) Stewards in Fort Collins and one (1) at each remote location. The names of Stewards and organizations they serve are to be provided to the Personnel Officer, in writing, at least one (1) day in advance of the effective date of change.

Section 4. The Union has the right to report waste, fraud, and abuse.

Section 5. The Union has the right to recommend more efficient and effective ways of doing business to encourage adherence to Civil Service principles; this right to recommend includes providing input to Region 8 management officials conducting reviews of the Center.

Section 6. Employees serving as a Union officer or steward and employees being represented by the Union will be granted a reasonable amount of official time to meet with representatives of the Employer to present a grievance or to be present at formal discussions between the Employer and employees concerning substantive changes in personnel policies, practices, or other matters affecting working conditions or other representational functions authorized by this Agreement. The Union recognizes its obligation to ensure that official time for representational purposes is not abused and will cooperate with the Employer to prevent any such abuse.

Section 7. The determination as to what constitutes a "reasonable" amount of time will be subject to the concurrence of the employer on a case-by-case basis as the case develops. When a representative requests official time to perform representational functions, he/she will inform the supervisor in advance of each category of official time as follows: grievances, labor/management meetings, negotiations, Weingarten, FLRA, FMCS, other. This request will be in writing when the representative leaves his/her work area.

Normally, a representative will be released when requested unless immediate work requirements preclude release. When agreement upon specific time requested cannot be reached, the request will be elevated to the Branch Chief for decision within 2 days. Only one representative will be granted official time at each step of a grievance or representational matter. However, informational support from other Union representatives may be used upon agreement between the Union and the Employer. Official time will not be granted to employees who are otherwise in a leave status (however, employees may request a change of status for the purpose of requesting official time), are working overtime, or to perform representational duties outside the bargaining unit in which they are employed.

Section 8. An employee/steward desiring to leave his/her duty assignment for a representational concern must first confer with and obtain concurrence from his immediate supervisor stating that a representational concern needs to be dealt with. The employee/steward will inform his/her supervisor or timekeeper upon returning to duty.

Section 9. It is agreed that activities concerned with the internal management of the Union and activities not specifically authorized by the terms of this Agreement, such as solicitation of membership, collection of dues, etc., shall be performed only during the non-duty hours of the Union representatives and employees concerned and in non-work areas.

Section 10. Normally, all contract negotiations shall be conducted on official duty time. However, overtime will not be paid.

Section 11. The Union will be allowed up to sixteen hours annually for preparation of information reports required under 5 USC 7120 (c).

Section 12. The Union will be notified of, and provided access to, any proposed changes concerning personnel practices, policies or procedures prior to implementation.

Section 13. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct two membership drives of up to fifteen days duration per year, before and after duty hours and at lunch and break periods.

Section 14. There shall be no retaliation, coercion or discrimination against any union official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act, or applicable regulations.

Section 15. Union officers and officials are required to represent bargaining unit employees at remote locations. Use of official time will not be limited to the confines of the activity, but will allow the representative to travel in accordance with the needs of the individual case.

Article 6

MANAGEMENT RIGHTS

Section 1. Nothing in this Agreement shall in any way affect or negate the right or authority of any management official to:

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

Section 2. The Employer retains all functions of management, including supervision of employees and exclusive direction of the affairs of the Center. The right to make policies, rules and regulations is the acknowledged function of the Employer.

Section 3. Nothing in this Agreement shall be construed as infringing on management's right to communicate directly with employees or to preclude the Employer from meeting either informally with an employee(s) or formally without the Union being represented at such discussions when the subject of the meeting does not involve grievances, substantive changes concerning personnel policies, practices, or working conditions.

Section 4. As an integral part of its authority to determine the Center's organization and to assign, direct and appoint employees, management retains full and sole authority to set the standards of acceptable conduct and (with input from the employee) to identify the performance standards and critical elements of positions of all its employees.

Section 5. The above management rights are not waiveable and shall apply to all amendments, supplemental Agreements, memoranda of understanding, and all other written or informal Agreements between the Employer and the Union.

Article 7

LABOR-MANAGEMENT MEETINGS

Section 1. Representatives of the Union and the Employer will meet quarterly with respect to personnel policies and practices and working conditions affecting employees in the unit.

Section 2. Meetings will be held on official time and on the last Wednesday of each quarter at a place to be selected by mutual agreement. Agendas for scheduled meetings will be exchanged at least five (5) working days prior to the meetings. If neither party has anything to discuss during any quarter, no meeting will be held.

Section 3. The Union and the Employer representatives at these meetings will be the Center Director or his/her representative plus one other individual and the Union President or his/her representative plus one other individual. Either side may bring in specialists for a brief presentation. Following the presentation the specialist will be excused from the meeting.

Section 4. Management will prepare minutes of these Labor-Management meetings and provide a draft to the Union for concurrence.

Article 8

NEGOTIATIONS

Section 1. Both parties to this Agreement have the responsibility of conducting their negotiations in good faith and otherwise in such manner as will further the purpose of Title VII, CSRA, and the mission of the National Ecology Research Center. Both parties agree that negotiations in good faith include the obligations set forth in Section 7114(b) of Title VII, CSRA.

Section 2. Subjects appropriate for negotiation are conditions of employment as defined in Section 7103(a)(14) of Title VII, CSRA. It is understood that the obligation to negotiate does not compel either party to agree to a proposal or to make a concession. No obligation exists for the Employer to negotiate on the reserved management rights set forth in Article 6 of the Agreement.

Section 3. Reasonable efforts will be made by both parties to resolve disputes as to the negotiability of proposals. If the issue cannot be resolved by the parties, provisions of Title VII of the Civil Service Reform Act of 1978 may be applied. If the negotiability dispute concerns a rule or regulation, other than a Federal law, Executive Order, or Government-wide rule or regulation, provisions of Section 7117(a) and (b), Title VII, CSRA, as applicable on "compelling need" may be applied.

Section 4. Impasses in Negotiations:

- a. When the Employer or the Union reach an impasse on a negotiable matter, either or both parties may seek the services of the Federal Mediation and Conciliation Service.
- b. Within seven (7) calendar days after either or both parties conclude that the services of mediation did not resolve the impasse, either party may seek the services of the Federal Services Impasse Panel, which may direct other methods for resolution of the impasse.
- c. The above does not preclude either party from presenting, in the interest of reaching an agreement, a substantive counter-proposal at any stage in this procedure.
- d. The cost of third party service in impasse proceedings, if any, will be shared equally by both parties.

Article 9

IMPACT AND IMPLEMENTATION BARGAINING

Section 1. If, during the life of this Agreement, Management proposes implementation of any changes which will have a substantial (more than de minimus) impact on the conditions of employment of bargaining unit employees, the Employer shall advise the Union in advance and the reasons therefor.

Section 2. The Union may comment, make suggestions, or request negotiations regarding the impact and implementation of the proposed change. A request to bargain should be made at the earliest possible date after the date of notification. If a request is not received from the Union within eight (8) days from the date of notification, the Employer may implement the proposed change without negotiations. If during the eight (8) day period, the Union requests clarification of the proposed change, the Employer will provide clarification. If the Union wishes to negotiate, it must present written proposals concerning the proposed change within six (6) days of notifying the Employer it wishes to negotiate. Total time from notification by the Employer to the Union of the proposed changes until submission of written proposals cannot exceed fourteen (14) days. This time period may be extended by mutual agreement.

Section 3. If negotiations take place, and good faith attempts by the parties have been made to reach agreement, without success, the Employer may have to implement the change regardless of the state of negotiations in the case of changes in Federal law or regulations. In the case of proposed local changes by the Employer, there will normally be sufficient time to allow negotiations, or mediation or impasse procedures, to be concluded prior to implementation unless there is mutual agreement that such a delay would result in increased cost or inefficiency. In those cases where there is not mutual agreement, the Employer may implement the change pending resolution of any negotiations or bargaining impasse. It is understood that either party may request mediation assistance from FMCS to assist in the resolution of the issue.

Section 4. Research and Development employees are exempt from A-76 Circular; however, if positions are endangered by contracting out, then the Union and Management will follow the foregoing procedures.

Article 10

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer retains the right to suspend, reduce in grade, remove, or take other disciplinary actions for just cause against employees in accordance with applicable laws and regulations currently in effect and promulgated during the life of the contract.

Section 2. Investigations:

- a. The parties agree that counseling or verbal admonishments of unit employees will be done in private except in unusual circumstances.
- b. Informal disciplinary actions include oral admonishments and written warnings. These actions may be initiated by an employee's supervisor or by other appropriate authority. However, neither will be made a matter of record in the employee's official personnel folder.
- c. Formal disciplinary actions consist of written reprimands, suspensions, and involuntary reductions in grade or pay, and removals.

Section 3. All unit employees have the right to union representation at any examination of that employee by a representative of the employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests said representation.

Section 4. An employee will have the right to reply to any proposed disciplinary action in which a proposal letter is issued. That reply must be given orally or in writing within seven (7) days after receipt of the proposal. The proposed action will not be implemented before time allowed for response. A proposal letter is not issued for letters of reprimand.

Section 5. A letter of reprimand may be grieved in accordance with the negotiated grievance procedure.

Section 6. The employee is entitled to Union representation in presenting a reply to a proposed disciplinary action or presenting a grievance or appeal to the Employer. The employee is responsible for notifying the Union and requesting representation. An extra copy of any disciplinary action letter will be given to the employee for use by his representative.

Section 7. An employee may appeal an adverse action to either the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both. An employee will be deemed to have exercised his/her option under this Section when the employee initiates an appeal under MSPB procedures, or timely files a grievance in writing under the negotiated grievance procedure.

Disciplinary actions [fourteen (14) day suspension or less] may only be appealed under the negotiated grievance procedure. If a grievance is filed from a disciplinary action, the employee may be represented by the Union. If the employee chooses not to have Union representation, the Union may have an observer present when a decision is rendered.

Article 11

EQUAL EMPLOYMENT OPPORTUNITY AND UPWARD MOBILITY PROGRAM

Section 1. Management recognizes its responsibilities in providing equal opportunity in all facets related to employment without regard to race, color, religion, sex, age, national origin, political affiliation, or handicap in accordance with all applicable laws, regulations, and policies.

Section 2. Individuals who believe they have been subjected to discrimination may use the Equal Employment Opportunity complaint procedure through the EEO Counselor, or file a grievance under the negotiated grievance procedure without fear, coercion or reprisal. However, the complainant may use only one of the avenues, not both. Complaints will be impartially investigated, adjudicated, and as warranted, adjusted with all due consideration by officials concerned. Action will be expedited at all levels within time limits stated in governing regulations and the negotiated agreement.

Section 3. The Upward Mobility Program is a systematic management effort which focuses on Federal personnel policy and practice on the development and implementation of specific career opportunities for non-professional, lower-level employees (usually at GS-9 and below and/or wage grade equivalents who are not enrolled in a career program or training program) who are in dead-end positions and who have the potential to perform higher level work. This program includes such facets as identifying target positions, allocating spaces, selecting trainees, providing career counseling, establishing appropriate training programs, and monitoring and evaluating progress and achievements.

Article 12

HEALTH AND SAFETY

Section 1. The Employer will make every effort in accordance with applicable laws and regulations to provide and maintain safe working conditions. The Union will cooperate to that end and encourage employees of the Unit to work in a safe manner. All employees are responsible for prompt reporting of observed unsafe conditions. No reprisal action will be taken as a result of an employee reporting an unsafe practice or condition.

Section 2. The Employer agrees to allow one representative of the Union to serve on each National Ecology Research Center Health and Safety Committee. The Union representative will be permitted to participate fully except on those issues reserved as management rights. Functions of the National Ecology Research Center Health and Safety Committees may include but are not limited to the following:

- a. Recommendations for promotion of safety;
- b. Review National Ecology Research Center safety programs and recommend areas for increased emphasis;
- c. Review safety recommendations and complaints from employees and recommend appropriate action; and
- d. Make safety inspections of work sites when deemed appropriate and necessary by the Employer.

Section 3. The Employer agrees to furnish employees of the National Ecology Research Center such training, protective equipment, and clothing as deemed necessary by the Employer for protection of the employee. The Union agrees that employees in the National Ecology Research Center are responsible for the proper use, safeguarding and maintaining in proper condition any such equipment issued to them. The Union acknowledges Management's right to take appropriate disciplinary action where employees fail to use protective clothing and equipment or commit other acts jeopardizing the safety of the individuals or his/her co-workers.

Section 4. The Employer agrees to ensure adequate lighting and ventilation in work areas.

Section 5. On-The-Job-Injury:

- a. Employees will immediately report to their supervisors all injuries caused by on-the-job activities and will complete all forms and reports required.
- b. The Employer will ensure that all forms and reports are completed and ensure that the employee is informed about rights and benefits under the Federal Employees Worker's Compensation Act.

Section 6. While health maintenance is primarily the responsibility of the individual employee, the Employer has an interest in preventing loss of work time and work efficiency resulting from ill health.

Section 7. The Employer agrees to consider Union recommendations of experts in the field of industrial hygiene in the location and operation of office and laboratory equipment. This includes the location and operation of copiers and printers. The Employer also agrees to consider the recommendations of an employee's personal physician when there is evidence that the employee's health is being adversely affected by the operation, maintenance, or placement of office and laboratory equipment.

Section 8. Smoking:

- a. The Employer agrees to provide non-smoking work areas for all employees who request such accommodations. Should new space become available at the National Ecology Research Center (Fort Collins), management will consider Union recommendations to accommodate smokers.
- b. The Employer will take reasonable measures to ensure that non-smoker's workspace is smoke-free. When actions are taken by Management to correct smoke problems, employees will be informed of the actions and the expected results.

Article 13

INCENTIVE AWARDS

Section 1. The parties agree that all employees in the Unit will be encouraged to participate in the suggestion program. It is the desire of the parties that all suggestions be processed in a timely manner. A reason for rejection of suggestion will be made in writing by the appropriate authority.

Section 2. The amount and number of awards will be based on merit.

Section 3. The Employer agrees to permit one Union observer to attend Incentive Awards Committee Meetings in a non-participating capacity.

Section 4. The Union will receive notification of planned award ceremonies.

Article 14

USE OF LEAVE

Section 1. The Employer will administer the leave program in accordance with applicable laws, rules, regulations, and the National Ecology Research Center Employee Handbook.

Section 2. Normally, no employee shall be required to present a doctor's certificate for any absence on sick leave unless that employee has been placed on leave restriction, or whenever such leave is in excess of three (3) consecutive days. Prior to the implementation, the Employer must provide advance notice to the employee of management's intention of imposing leave restrictions and the employee must be given an opportunity to demonstrate proper leave usage. Continued improper use of sick leave will result in appropriate disciplinary action.

Article 15

JOB CLASSIFICATION AND POSITION DESCRIPTIONS

Section 1. When an employee alleges inequities in his job title or grade, he/she shall be furnished information on complaints and appeal rights and procedures. He/she has the right to select a representative of his or her choosing in discussing the matter with Management when presenting a formal position classification complaint or appeal. When requested by the employee in writing, a Union observer will be permitted to attend a position classification audit of the employee's position.

Section 2. The Union shall be notified 10 days in advance when it is determined that a classification action to be taken will adversely affect the pay or status of a group of employees in the unit of recognition.

Section 3. General Schedule employees may appeal their classification directly to the Office of Personnel Management, or they may first file the appeal through the Agency and then to the Office of Personnel Management.

Section 4. Management should ensure that all position descriptions are complete and accurate and that changes in duties, including reassignments within the National Ecology Research Center, be reflected in descriptions within 60 days following such actions.

Section 5. Management should ensure that official reassignments and other personnel actions are normally processed at the Center within 30 days after such actions occur. Additional time may be required for final processing after leaving the Center.

Article 16

PERFORMANCE APPRAISAL

Section 1. All eligible employees in the bargaining unit will be evaluated at a minimum on an annual basis, under a performance management system prescribed by the U.S. Fish and Wildlife Service.

Supervisors are encouraged to conduct quarterly reviews of employee performance. Upon the request of the employee the Employer will inform the employee of the performance level to date.

Section 2. As soon as practical upon entrance on duty or the beginning of a new rating period, Employer will communicate to employees the performance plan for their positions. Employees are encouraged to assist the supervisor in the identification of performance elements and standards. The final content of the written performance plan is the responsibility of the Employer. If the employee disagrees with elements and/or standards, he/she may request a review by the second level supervisor which shall be the only review available prior to finalization of the performance plan. To the extent possible, all standards should be exceedable and the Employer will encourage the employee to perform the work to the maximum extent of his/her ability.

Section 3. If an employee is not performing at an acceptable level in one or more critical elements, the Employer will provide the employee with a performance improvement period and assist the employee in improving his/her performance in these areas. Normally the performance improvement period will be for a period of 90 days and will precede any notices of proposed action. In addition, the supervisor may extend the period at his/her discretion. An employee whose reduction in grade or removal is proposed for unacceptable performance will be given a 30 day advance written notice of the proposed action. The notice will contain specific instances of unacceptable performance by the employee on which the proposed action is based and the critical elements of the employee's position involved in each instance of unacceptable performance. Employees will have seven (7) days in which to respond to the proposed action. Time extensions for this response may be granted by the deciding official at the employee's request.

Article 17

MERIT PROMOTION

Section 1. The provisions of this Article and the FWS Internal Merit Staffing Program, 22 AM 2.8 (Administrative Manual) will be followed in the conduct of merit staffing procedures.

Section 2. The Employer and the Union encourage employees to maintain an up-to-date Standard Form 171 (Qualifications Statement) including information on self-development activities that may increase their competitiveness for possible advancement.

Section 3. Areas of consideration shall be set in accordance with the U.S. Fish and Wildlife Service Internal Merit Staffing Program (22 AM 2).

Section 4. The following information about specific promotion actions will be furnished to a nonselected employee who personally requests it:

- a. Whether the employee met the minimum qualification requirements for the position and whether he/she was on the best qualified list referred to the selecting supervisor;
- b. Who was selected for the promotion; and
- c. The Union President or his designee will be permitted to review the following nonconfidential records used in the promotion process: promotion certificates, pertinent production records.

Section 5. Nothing in this Article can affect Management's right to hire or select employees through the Merit Promotion Plan or other appropriate sources. Further, non-selection from among properly ranked and certified candidates is not a basis for a grievance under the negotiated grievance procedure.

Section 6. An employee who is demoted through no personal fault shall be entitled to priority consideration for repromotion for a period of two (2) years from the effective date of their change to lower grade. Employees who apply for promotions to their former positions of equivalent or intervening positions and who were demoted because of reduction-in-force shall receive priority consideration, subject to the following criteria:

- a. The employee's service in the higher grade was satisfactory;
- b. The employee's conduct prior to the demotion and during the period subsequent to the demotion was satisfactory, based on an overall review of the employee's personnel record; and
- c. The employee meets current qualification standards for the position.

Section 7. At the request of the employee, he/she will be informed, by the Employer, of the long-range opportunity or lack thereof in their present positions or positions for which they are interested. This information may be provided in position descriptions, vacancy announcements, handouts to employees, or other appropriate means. Employees will be notified at least once a year of the importance of keeping the experience, education, and training portions of their personnel records up-to-date. Employees should include information about self-development activities and about unpaid experience or volunteer work (such as community and professional association activities). The Employer will provide assistance to employees who may need help to properly document their experience and training.

Article 18

REDUCTION-IN-FORCE

Section 1. In the event a reduction in force (RIF) is conducted, it shall be in accordance with the rules and regulations of the U.S. Office of Personnel Management, Department of the Interior, and U.S. Fish and Wildlife Service policy in effect at the time the action is taken.

Section 2. The Employer agrees to notify the Union of a decision to conduct a RIF at least 15 days prior to the notification of the affected employees. The notification to the Union will include a list of the potentially-targeted positions. Notices to affected individuals will be issued at least 45 days prior to implementation. If I&I bargaining is necessary, it will be accomplished in accordance with Article 9 I&I bargaining.

Section 3. In the case of career or career-conditional employees demoted as a result of the application of reduction in force regulations, the Employer agrees as vacancies occur subsequent to such demotion, to consider for repromotion such employees to their former rating and position in accordance with applicable regulations, provided the employee's performance subsequent to demotion via the reduction in force procedures has been officially rated as fully successful.

Section 4.a. In the event of a reduction in force, the Employer agrees to take reasonable and good faith efforts to prepare affected employees to secure another job with comparable pay. These efforts can include but not be limited to the following:

1. job locating techniques
2. completing job questionnaires and job applications
3. job interviewing techniques
4. writing and submitting resumes

Section 4.b. The employee is encouraged to add to his/her personnel file and SF-171 any appropriate changes. Both the personnel file and SF-171 will be used to match employees with vacancies. Employees possessing skills in more than one occupational series will designate those occupational series in which they prefer to be matched for consideration for vacancies.

Section 4.c. The Employer will exercise good faith effort to assist in locating a job with comparable pay. Assistance from the Employer in locating a job can include, but not be limited to, regional and national offices of the Office of Personnel Management; Federal job search organizations; other Federal agencies in the commuting area; state employment agencies; and private job search firms.

Article 19

TRAINING AND DEVELOPMENT

Section 1. If an employee requests in writing training that would improve job performance and the request is denied by the immediate supervisor, the Employer will provide the reason(s) for denial in writing. If the Employer does not provide any reason(s), the Union has the right to request in writing the reason(s) for denial from the appropriate Branch Chief. The response from the Employer to the Union will be provided in writing within 15 working days.

Section 2. When training is given primarily to prepare employees for advancement and this training is required for promotion, the Merit Promotion Plan must be followed in selecting employees for assignment to the training.

Section 3. The Employer will identify and periodically reassess training needs of each employee. Whether training will be provided is a Management determination based on a variety of considerations such as assessment of the employee's potential, availability of funds, and the availability of other employees who have the expertise the training is intended to provide.

Section 4. The parties agree to encourage bargaining unit employees to recognize and carry out their individual responsibilities to keep abreast of changes in their field of employment, to participate in developmental activities in order to perform more effectively in current and future assignments, to realize that not all training and development are directly related to their jobs and that they have a responsibility for self-development, and to utilize and share with fellow employees new skills or knowledge acquired through training.

Section 5. Selection of employees for training shall be made without regard to race, religion, color, national origin, sex, political affiliation, age, or any other non-merit factor.

Article 20

TRAVEL

Section 1. To the maximum extent practicable, Management will schedule travel time within an employee's regularly scheduled hours of duty in connection with official travel. When such scheduling is not practicable, the Employer will advise the employee of the reasons for ordering the travel at other hours. Transportation may be authorized by Government vehicle, Government aircraft, privately-owned conveyance, common carrier, or by a combination of any of the modes named. The desire of the employee as to the mode of transportation to be used in performing official travel will be given consideration to the extent provided by regulations.

Section 2. Travel between official duty station and isolated worksites will be provided by the Employer. When an employee is required to provide his own transportation in these situations, he will be reimbursed to the extent provided by regulations.

Section 3. Employees performing official travel for the Employer will be reimbursed for all authorized expenses in accordance with law and Government-wide regulations.

Section 4. In the event an employee on official travel is unable to arrive at the assigned destination or return to home or office during regular duty hours due to unsafe traveling conditions, the employee may be authorized to continue in travel status until arrival at said destination, home or office, subject to supervisory approval. When possible, such approval should be obtained in advance.

Section 5. An employee may receive advance payment for travel in the performance of official business, in accordance with appropriate regulations.

Section 6. At the request of the traveler, the travel voucher will be reviewed by a qualified employee prior to employee signature.

Article 21

GRIEVANCE PROCEDURE

Section 1. Purpose: The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

a. Grievance means any complaint:

1. by any Bargaining Unit employee concerning any matter relating to the employment of the employee;
2. by the exclusive representative concerning any matter relating to the employment of any employee;
3. by any Bargaining Unit employee, the exclusive representative, or the National Ecology Research Center concerning:
 - a. the effect or interpretation or a claim of breach, of a collective bargaining agreement; or
 - b. any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions or employment;

b. Except that it shall not include a complaint concerning:

1. any claimed violation relating to prohibited political activities; or
2. retirement, life insurance, or health insurance; or
3. a suspension or removal for national security reasons, Section 7532; or
4. the classification of any position that does not result in the reduction in pay or grade for the employee; or
5. any examination, certificate, or appointment; or
6. non-selection for promotion from a group of properly ranked and certified candidates; or
7. nonadoption of a suggestion, disapprovals of salary increases, performance awards, or other kinds of discretionary or honorary awards; or
8. discussions of performance between the supervisor and employee during the appraisal period; or
9. counseling between a supervisor and employee; or

10. proposals to take disciplinary or adverse action; **or**
 11. content of written policies and regulations of Office of Personnel Management, Department of the Interior, **and** the U.S. Fish and Wildlife Service; **or**
 12. the content of performance standards and elements;
- c. Nothing in this Article shall prevent employees from **being** informed of grievable items including improper actions and procedures of any type including those that could be associated with 1.b. **Nothing** in 1.b. shall prevent employees from processing any prohibited personnel practice defined in law through the statutory appeal process, **provided** that the employee has not filed a grievance in writing in accordance with this Agreement. Bargaining unit members are encouraged to **discuss** specific grievance or appealable situations/examples with their **supervisors** and/or appropriate Union representatives.

Section 2. This negotiated procedure shall be the **exclusive** procedure available to the Union and the employees in the bargaining **unit** for resolving such grievances except as provided in Section 3 of this Article.

Section 3. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this Section and pursuant to Section 7121(e)(1) of the Civil Service Reform Act, the employee shall be deemed to have exercised his/her option under this Section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing **under** the negotiated grievance procedure.

Section 4. Disputes on the grievability or arbitrability of **an** issue shall be resolved in accordance with the provisions of this Agreement. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure shall be executed at Step 3. Disputes **over** grievability or arbitrability which are not settled at Step 3 will be **referred** to arbitration as a threshold issue in the related grievance.

Section 5. Most grievances arise from misunderstandings **or** disputes which can be settled promptly and satisfactorily on an informal basis **at** the immediate supervisory level. The Employer and the Union agree that **every** effort will be made by Management and the aggrieved party(s) to settle **disputes** at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an **employee's** good standing, his/her performance, or his/her loyalty or **desirability** to the organization. Reasonable time during working hours will be **allowed** for employees and the Union representatives to discuss, prepare **for**, and present grievances, including attendance at meeting with Employer **officials**. Reasonable time will be determined as described in Union **Rights** Article 5, Section 7.

Section 6. Multiple grievances over the same issue may be initiated as either a group grievance or as a single grievance at any time during the time limits of Step 1. Grievances may be combined and decided as a single grievance at later steps of the grievance procedure by mutual consent.

Section 7. Time limits may be extended by mutual agreement of the grievant and the Employer. An employee may withdraw or terminate the grievance by giving written notice to the Employer and the Union. The Union will then consider such grievances terminated and it may not be reprocessed as a Union grievance. If the Employer fails to respond within prescribed time limits, the employee/Union may elevate the grievance to the next level.

Section 8. Any employee or group of employees in the Unit may present grievances to the Employer and have them adjusted without the representation or intervention of the Union, so long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present at the final adjustment.

Section 9. Any formal grievance under this procedure must contain the following:

- a. grievant's name and name of Union representative, if any;
- b. date of alleged incident giving rise to the grievance;
- c. to the extent possible, all relevant information specifically related to and/or in support of the grievance;
- d. provision of the Agreement or regulation allegedly violated and the manner in which the violation occurred;
- e. specific relief sought by the employee which must be personal to him/her and within the jurisdiction of the Employer to grant; and
- f. any attempts made between the employee and/or the Employer to resolve the matter.

Section 10. Failure of the grieving party to comply with stated time limits or to prosecute the grievance or provide sufficient detail with which to make a decision, constitutes ground for denying or terminating the grievance. It is agreed that no new issues will be raised by either party after the first step of the grievance procedure has been initiated, except as provided in Section 4. This does not preclude either party from introducing new supporting evidence at any time during the proceedings.

Section 11. Nothing in this Agreement shall prevent the Union or employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board (MSPB) or to file charges as specified in 5 U.S.C., Chapter 7, Section 7116, provided that the Union or employee has not filed a grievance in writing on the matter in accordance with this Agreement.

Section 12. The employee may discuss any potential grievance and attempt to obtain informal resolution from his/her immediate supervisor prior to pursuing resolution through formal procedures.

Section 13. The following procedures are established for the resolution of employee grievances:

Step 1. A grievance, as specified in Section 1, may be filed in writing with an employee's immediate supervisor within ten (10) days of the date the grievant became aware or should have been aware of the occurrence. The immediate supervisor will, within ten (10) days from receipt of the grievance, provide a written response to the employee.

Step 2. If the grievant is dissatisfied with attempted resolution of the grievance at Step 1, the grievance may be submitted in writing within ten (10) days of receipt of the immediate supervisor's response to the employee's second level supervisor. The second level supervisor will, within ten (10) days, provide the grievant with a written decision.

Step 3. If the grievant is dissatisfied with attempted resolution of the grievance at Step 2, the grievance may be submitted in writing within ten (10) days of receipt of the second level supervisor's decision to the Center Director. (If the Center Director issues the decision at Step 2 of the procedure, the grievance would be pursued at Step 4.) The Center Director shall, within twenty (20) days from receipt of the grievance (specifying the reasons for the grievant's dissatisfaction with the decision at Step 2 of the procedure), issue a decision to the employee. If the employee is satisfied, the grievance may not be pursued by the Union on its own motion.

Step 4. If the grievant is not satisfied with the decision at Step 3, the Union may, within fifteen (15) days from receipt of that decision, request arbitration of the grievance in accordance with Article 22. Failure to invoke arbitration within the specified time limit terminates the grievance process.

Section 14. Grievances initiated by the Employer or the Union will be resolved in accordance with the following procedures:

Step 1. The grievant (the Employer or the Union President) will present the grievance in writing to the other party within ten (10) days of the occurrence giving rise to the grievance or knowledge of the occurrence, specifying the nature of the grievance, date of occurrence, provision of the Agreement violated, and the remedy requested. The parties will meet within ten (10) days after receipt of the grievance to discuss and attempt to resolve the grievance. If the grievance is resolved to both parties' satisfaction, the grievance will be terminated. If resolution of the grievance does not result from the meeting, the party filing the grievance will be furnished a

written decision by the other party within twenty (20) days of the meeting.

Step 2. If the Union President or the Employer is not satisfied with the decision reached at Step 1, the grieving party may, within fifteen (15) days from receipt of the decision, invoke arbitration in accordance with Article 22 of the Agreement. Failure to invoke arbitration within the specified time limit terminates the grievance process.

Article 22

ARBITRATION

Section 1. Arbitration may be invoked only by the Union or the Employer.

Section 2. Within 15 calendar days from the date of the receipt of the final decision either Party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of impartial persons qualified to serve as arbitrators. The Parties shall meet within five (5) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list with the Union striking first, and will then repeat this procedure until only one name remains on the list. The remaining person shall be duly declared the arbitrator. This provision may be met if by mutual agreement the Parties jointly select an arbitrator without the assistance of FMCS.

Section 3. If the Parties fail to agree on a joint submission of the issue for arbitration or on the arbitrability of the issue, each shall submit a separate submission and the arbitrator shall determine the matter as a threshold issue.

Section 4. The arbitrator's fee, his/her incidental expenses, and travel pay will be shared equally by the Parties. The arbitration hearing will be held, if possible, on the Employer's premises during regular day shift hours of the basic work week. Participants in the hearing will be in a duty status unless excessive. The arbitrator will determine the number of witnesses from each Party.

Section 5. The arbitrator will be requested to render his/her decision as quickly as possible but in any event no later than thirty (30) days after the conclusion of the hearing and/or submission of briefs, unless the Parties mutually agree to extend the time limit.

Section 6. The decision of the arbitrator shall be final and binding, unless either Party files exceptions, providing it is in accordance with law, rule and applicable regulations. The Employer and the Union agree that the jurisdiction and authority of the arbitrator and his/her opinions will be confined exclusively to the issue(s) submitted for arbitration. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement. The Parties reserve the right to take exceptions to any award as appropriate.

Section 7. If the Parties mutually agree to have a transcript, they will share the cost equally, with one copy for each Party. If one Party does not wish to share in the cost of a transcript, the other Party may obtain a transcript at its own expense, but the declining Party may not obtain a copy.

Section 8. The Parties agree that the arbitrator shall have the authority

to take steps necessary to ensure that the proceedings are completed as soon as possible. The grievant or Union representative shall be given a reasonable amount of official time to participate in the hearing. Those unit employees who are determined necessary by the arbitrator as witnesses shall be in a duty status if they are otherwise in a duty status. The arbitrator shall be the sole judge of the relevance and materiality of the evidence offered. The expenses of non-employee witnesses for either side shall be paid by the Party producing such witnesses.

Article 23

UNFAIR LABOR PRACTICE CHARGES

Section 1. The Employer and the Union agree that the charging Party will provide to the other Party, written advance notice of the intended filing of an Unfair Labor Practice (ULP). Such notice shall provide for sufficient time (as specified in Section 2) for attempted resolution of the alleged ULP, so long as neither Parties' right to file a charge under the rules and regulations of the FLRA is affected. Notice shall include:

- a. the provision of the Agreement or law which is alleged to have been violated;
- b. a statement of facts concerning the incident(s);
- c. dates, times and places of relevant incidents, if known.

Section 2. The Parties will attempt to resolve the issue(s) informally within the fourteen (14) days following receipt of the advance notice. This time may be extended by mutual agreement.

Section 3. If a formal charge is filed with the FLRA based on lack of informal resolution of the issue(s) by the Parties, a copy of the formal charge will be provided by the charging Party to the other Party along with all relevant documents. Attempts to resolve the charge informally may continue with the charging Party withdrawing the charge if the matter is resolved to the mutual satisfaction of the Parties.

Article 24

FUND RAISING CAMPAIGNS

Section 1. The Employer agrees that the principle of voluntary donations to annual approved fund-raising campaigns shall be upheld. The Union, in turn, agrees to support and cooperate in the formulation and implementation of such campaigns as requested by the Employer.

Section 2. Neither Party will coerce or require employees to invest their money or donate to charity. All donations to an approved fund raising campaign will be voluntary.

Article 25

STANDARD WORKWEEK, WORK SCHEDULES, AND OVERTIME

Section 1. The Employer has established the standard workweek as an administrative workweek, Monday through Friday, in which work is performed at the rate of eight (8) hours per day between the hours of 7:30 a.m. and 4:30 p.m. to include one-hour lunch breaks between the hours of 11:30 a.m. and 1:00 p.m. Deviations from the established administrative workweek will be considered in accordance with the provisions of existing laws, rules, regulations, and this Agreement.

Section 2. In accordance with existing laws, rules and regulations, the Parties recognize the merits and benefits of irregular work schedules for Bargaining Unit employees to the extent that such work schedules ensure continuity in public services rendered and fulfillment of each employee's position duties and requirements. Therefore, the Employer agrees that the following work schedules are in the interest of the Bargaining Unit and the Agency's mission:

- a. Employees may work standard office hours or have the option of a flexible schedule.
- b. Under the flexible work schedule, a full-time employee must work the core hours of 8:00 a.m. - 4:00 p.m., but may vary arrival and departure times as long as the same eight (8) hour schedule is worked each day between 7:00 a.m. and 5:00 p.m.
- c. An employee, on approval by the immediate supervisor, may elect to change any work schedule on a quarterly basis.

Section 3. Experimental compressed work schedules will be established by separate memorandum as agreed upon by the Union and the Employer.

Section 4. The administration of overtime will be governed by applicable policies, laws and regulations (such as the U.S. Fish and Wildlife Service Administrative Manual).

- a. Overtime will be assigned by the Employer to those employees determined by management to have the specialized skills and abilities necessary to perform the work in the most effective/efficient manner.
- b. At the request of an employee, the Employer may grant the employee compensatory time off from his/her scheduled tour of duty instead of payment for an equal amount of time spent in irregular or occasional overtime work.
- c. The Employer may provide that an employee whose rate of basic pay exceeds the maximum rate of grade GS-10 shall be paid for irregular or

occasional overtime work with an equivalent amount of compensatory time off from his/her tour of duty instead of payment.

Article 26

DUES WITHHOLDING

Section 1. In conformance with Public Law 95-454, applicable Office of Personnel Management regulations and policies of the Department of the Interior, the Employer will withhold Union membership dues of employees in the Unit who are members of the Union and who voluntarily request allotment of their pay for this purpose.

Section 2. The Union accepts responsibility for informing and educating its members concerning the allotment of dues and the use and availability of Standard Form 1187.

Section 3. Withholdings shall include the regular amounts required to maintain the employee as a member in good standing, but shall not include initiation fees, special assignments, back dues, fines or similar items.

Section 4. Allotments for Union dues must be authorized on Standard Form 1187 which shall be provided by the Union for members. Members wishing to participate in the dues withholding program may authorize a pay allotment to cover Union dues by submitting a signed SF 1187 to the Union Treasurer or President who will certify that the employee is a member in good standing in the Union. He/she will in turn submit the forms to the Employer for transmittal to the Payroll Office. The effective date of the allotment will be two (2) full pay periods or less from the date it is received by the Payroll Office.

Section 5. Union dues will not be withheld when an employee's net salary for the pay period involved is insufficient to cover the dues after other legal and required deductions have been made. No collection of back dues will be made by the Employer.

Section 6. The amount of the dues withheld shall remain unchanged until the Union certifies to the Employer that the amount of dues has changed. Such changes shall not be made more frequently than once each twelve (12) months from the date of the last change made by the Union. Notification of dues changes must be received by the Payroll Office two (2) pay periods prior to the beginning of the pay period for which the change is effective.

Section 7. A member may voluntarily revoke his/her allotment for the payment of dues by completing Standard Form 1188, Revocation of Voluntary Authorization Dues, or equivalent written notice and submitting it in duplicate directly to the Payroll Office. In either case, revocation will become effective on the first full pay period following September 1 or March 1, provided:

- a. at least one (1) full year has elapsed from the date the employee's dues withholding allotment began, and

- b. the request for revocation was received in the Payroll Office prior to September 1 or March 1.

Section 8. Upon proper notification, dues withholding will be terminated when the Local loses recognition, an employee is expelled or ceases to be a member of the Union, is assigned to a position outside the Bargaining Unit, or other appropriate reasons. The Union will promptly notify the Employer in writing when a member of the Union is expelled or ceases to be a member in good standing. The Employer will also notify the Union when an employee is reassigned to Management status.

Section 9. The Union will provide an address to the Employer for remittance of dues withheld.

Article 27

ORIENTATION AND INFORMATION TO NEW EMPLOYEES

Section 1. Representatives of the Union shall be afforded a period of time, to be mutually agreed upon, to provide new Bargaining Unit employees with an introduction to the purpose, goals, and achievements of the Union.

Article 28

UNION SPONSORED TRAINING

Section 1. Employees who are officials or stewards of the Union may be excused without charge to leave for the purpose of attending training sessions sponsored by the Union, provided the subject matter of such training is of mutual concern to the Employer and the Union. Administrative leave for each such absence may be granted for the total time actually spent in training sessions when the employee is otherwise in a duty status.

Section 2. Requests for administrative leave to attend a training session will be submitted for consideration to the Employer. The Union will provide the Employer an agenda to indicate that the training session is beneficial to both the Employer and the Union. Approval of administrative leave to attend a training session will be contingent upon the supervisor's determination that the employee can be spared from his/her assigned duties. The Employer will grant up to a total of 80 hours annually for all Union representatives.

Section 3. An employee who is granted official time to attend Union sponsored training will, upon return to duty, certify his/her attendance at the training approved by the Employer.

Section 4. The Employer is not responsible for any fees or expense associated with the granting of official time for Union sponsored training including travel and per diem.

Article 29

OFFICE FACILITIES/EQUIPMENT

Section 1. Management will provide a private office space for Union representation purposes. This space may be occupied by any local Union official designated by the Union subject to the concurrence of that employee's supervisor. This provision precludes the requirement for Management to pay any travel and per diem expenses associated with representational functions.

Section 2. The Employer agrees to provide a bulletin board for exclusive use of the Union for posting notices and literature of the Union. Bulletin boards will also be provided to all remote locations and Union information will be posted by other personnel at those locations where Union members are not available.

Section 3. The non-electronic internal mail and message delivery services and facilities of the NERC shall be available for use by the Union.

Section 4. The Employer agrees that the Union may review Office of Personnel Management and Department of the Interior publications pertaining to personnel policies, practices, and working conditions that are available in the Administrative Office.

Section 5.

- a. Management will provide a lockable file cabinet exclusively for Union business to be maintained in the immediate work area of a designated Union representative.
- b. The Employer agrees that representatives of the Union may use microcomputers and typewriters. These individuals may also use telephones for local and FTS calls (no commercial calls) in their representational responsibilities. Use of copy machines will be restricted to conduct Local representational functions.

Section 6. The Employer agrees to furnish the Union the approved organization chart of the NERC. The Employer will also provide a list reflecting organizational assignment, name, position title, grade, and series of employees on January 1 and July 1 of each calendar year. The Employer also agrees to furnish the Union a list of eligible Bargaining Unit employees on the same schedule.

Article 30

DEFINITIONS

Section 1. Supervisor - means 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 adjust their grievances, or to effectively 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.

Section 2. Collective Bargaining - means the performance of the mutual obligation of the representative of any agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by the other party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

Section 3. Confidential Employee - means an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

Section 4. Conditions of Employment - means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters:

- a. relating to political activities prohibited under subchapter III of chapter 73 of the CSRA;
- b. relating to the classification of any position; or
- c. to the extent such matters are specifically provided for by Federal statutes.

Section 5. Exclusive Representative - means any labor organization which:

- a. is certified as the exclusive representative of employees in an appropriate unit pursuant to section 7111 of the CSRA; or
- b. was recognized by an agency immediately before the effective date of the CSRA as the exclusive representative of employees in an appropriate unit:
 - (1) on the basis of an election, or
 - (2) on any basis other than an election, and continues to be so recognized in accordance with the provisions of the CSRA.

Section 6. Union Official - Any accredited National Representative of the Union and the duly elected or appointed officers of the Local, including Stewards appointed in accordance with the provisions of this Agreement.

Section 7. Past Practices - those procedures normally followed by the Employer in conduct of daily business.

Section 8. Reasonable - not extreme or excessive; moderate; fair.

Section 9. Substantial - more than de minimus.

Section 10. Weingarten - right of an employee to have a representative in an investigatory interview when requested and when the results of the interview are reasonably believed to be a disciplinary action against the employee. These rights are found in Section 7114 (a)(2)(B) of Title VII [5 U.S.C. 7114(a)(2)(B)].

Section 11. De Minimus - very small or trifling matters (factors which may be considered when making de minimus determinations include duration, frequency, and extent of change in: work duties, location, office space, hours, loss of wages or benefits, and the like).

Section 12. Good Faith - absence of fraud, deceit, collusion or gross negligence.

Section 13. Normally - usually; found in the ordinary course of events.

Article 31

DURATION OF AGREEMENT

Section 1. 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, U.S. Department of the Interior. This Agreement will remain in full force and effect for three (3) years.

Section 2. Either Party may give written notice to the other, not more than one hundred and five (105) days or less than sixty (60) days prior to the three (3) year expiration date and each subsequent expiration date of its desire to renegotiate or terminate this Agreement. The provisions of the Agreement will remain in full force and effect during the renegotiation of this Agreement and until such time as a new Agreement is approved.

Section 3. If neither Party serves notice to renegotiate or terminate this Agreement, the Agreement shall be automatically renewed for one (1) year periods. This Agreement shall automatically terminate if it is determined under the regulations of the Federal Labor Relations Authority that the Union is no longer entitled to exclusive recognition or after such recognition has been relinquished.

In witness whereof the parties hereto have caused the basic Labor-Management Agreement to be executed on this 7th day of December 1989.

Approved: January 8, 1990

MEMORANDUM OF UNDERSTANDING

Alternative Work Schedules

Section 1. This Memorandum of Understanding (MOU) supersedes the MOU covering compressed work schedules between the Employer (National Ecology Research Center) and the Union (National Federation of Federal Employees Local 2074) dated December 7, 1989, and amended October 5, 1990, and which is a part of the Negotiated Agreement between the Employer and the Union. This MOU also modifies Article 25, Section 2 of the referenced Negotiated Agreement.

Section 2. The Employer and the Union agree that for the life of the Negotiated Agreement, beginning 1 pay period from the execution of this MOU, alternative work schedules may be established as provided for in this MOU for the convenience of full-time Bargaining Unit employees (40-hour work week) subject to the Employer's approval and provided these schedules meet the needs of the Employer.

Section 3. Within 1 pay period from the execution of this MOU, Bargaining Unit employees desiring to participate in alternative work schedules may make such a request in writing to his/her immediate supervisor specifying the tour of duty requested. Such a request must be forwarded to the supervisor or his/her designee for review and decision. Denial of a request for placement on an alternative work schedule as outlined in this MOU is not subject to the negotiated grievance procedure.

Section 4. Nothing in this MOU may restrict management's right under 5 U.S.C. 7106 to assign employees or determine the numbers, types, and grades of employees or positions assigned to any work project or tour of duty. The Employer retains the right to exclude any employee from participation in alternative work schedules, to restrict or disapprove an employee's choice of arrival and departure times, and to terminate previously approved schedules at any time, based on workload assignment and scheduling needs, availability of adequate supervision, reduced productivity, diminished level of service or increased operational costs. However, the Employer will give the employee a reasonable opportunity to discuss the feasibility of participating in the alternative work schedule or changing a work schedule. The Employer will provide advance notice of any change in or termination of an approved compressed schedule. Failure to give advance notice, however, shall not interfere with the Employer's rights to effect such changes.

Section 5. Under the compressed work schedule (5-4/9), and employee will work eight 9-hour days and one 8-hour day in any given pay period. A tour of duty may begin no earlier than 6:30 a.m. and end no later than 5:30 p.m. Once established, that tour of duty is a fixed schedule that does not change unless a change is made pursuant to Section 8. A 30-minute or 1-hour lunch break may be selected. The selection of the starting time, nonworkday, and the 8-hour day is subject to supervisory approval to assure adequate office staffing and that mission needs are met. The hours scheduled for the 8-hour day must also be between 6:30 a.m. to 5:30 p.m.

Section 6. When a holiday falls on the employees nonworkday, a day in lieu of holiday will be designated in compliance with FPM Chapter 610. The in lieu of day will be the workday immediately preceding the above nonworkday that coincides with a holiday, unless the holiday falls on a Monday nonworkday, in which case the in lieu of day will be the following workday (Tuesday).

Section 7. Under the flexible 8-hour schedule, the employee has the option of choosing a tour of duty that begins no earlier than 6:30 a.m. and ends no later than 5:30 p.m. A 30-minute or a 1-hour lunch break may be selected. A full time employee must work the core hours of 9:00 a.m. to 3:30 p.m., but may vary arrival and departure times as long as the same 8 hour schedule is worked each day.

Section 8. When an alternative schedule has been approved for an employee, that schedule shall remain in force for at least one quarter, subject to the approval of any subsequent request by the employee for a change in his/her schedule, based on personal hardship or other reasons acceptable to the Employer, or a change of approved schedule by the Employer which is not based on an employee request.

Section 9. Supervisors are responsible for assuring that their employees work the schedules for which they have been approved. If a supervisor determines that an employee is unable to work an alternative schedule due to travel, training, or other temporary requirements, it may be necessary to return to the standard workweek for that pay period.

Section 10. All work schedules other than the standard workweek must be documented on Form 3-261, Documentation of Unusual Tour of Duty. An original and one copy of this form must be approved by the appropriate supervisor and submitted to the Personnel Office 1 pay period prior to implementation of any change.

Section 11. This Memorandum of Understanding shall remain in effect for the life of the Negotiated Agreement between the Employer and the Union unless terminated by mutual agreement of the parties or the Employer determines the Alternative Work Schedules do not comply with 5 U.S.C. 6131. If this Memorandum is terminated, the Union shall have the right to request bargaining based on this alternative work schedule MOU only. All other articles of the Negotiated Agreement shall remain in full force and effect for the term of the Agreement.

Dated March 29, 1993

MEMORANDUM OF UNDERSTANDING

USE OF THE CONFLICT RESOLUTION (CORE) PROGRAM

It is agreed between the Fort Collins Science Center (Employer) and the American Federation of Government Employees, Local 2074 (Union), that bargaining unit employees may utilize the Conflict Resolution (CORE) Program, at their election. The Employer and Union therefore agree to the following provisions:

1. If Conflict Resolution (CORE) services are requested, the employee will contact a USGS CORE Specialist. Initial contact with a CORE Specialist does not require supervisory approval. The Parties agree to use the CORE Program guidelines established in the Departmental Manual, 370 DM 770. If the employee requests Union participation in the CORE process, the employee is responsible for notifying the Union President.
2. If the parties to the CORE process voluntarily reach an agreement through CORE mediation, they will be bound by the agreement/settlement. If no agreement/settlement is reached, the employee may seek formal redress, as provided in the Negotiated Agreement, Article 21, Grievance Procedure within fifteen (15) days after the CORE process and a "Notice of Results and Options" form are completed. Any grievance would be entered at Step 3 of the negotiated grievance procedure. If the employee requested Union participation in the CORE process, it is the employee's responsibility to provide a copy of any agreement/settlement to the Union President.
3. Any additional expenses, including travel and per diem costs must be requested and approved in advance by the appropriate supervisory official. A reasonable amount of official time and travel will be allowed without charge to leave or loss of pay in accordance with pertinent regulations and 370 DM 770. Preparation for presentation of an issue/concern (meeting an attorney or other representative, conducting research, preparing written responses, etc.) is to be done on the employee's own time and with their own equipment.
4. The CORE mediation sessions will normally be held at or near the employee's worksite and during regular work hours. If in a duty status, the parties to the CORE process, Union representative, or any employee called as a witness will be excused from duty as necessary by Management to participate in the CORE proceedings. Designated Union Representatives and/or witnesses will not suffer loss of pay or charge to leave.
5. In accordance with 370 DM 770, the CORE process will normally not exceed 45 days. If the mediation process is used, a Mediation Agreement will be completed by the CORE Specialist and signed by both parties and their representatives, if any. Copies of the final signed agreement will be provided to all parties and the original document maintained by the CORE Specialist.

5. Issues discussed during the CORE sessions are considered confidential to the maximum extent possible, as defined under 370 DM 770.

Dated June 7, 2006