

1997

BASIC AGREEMENT
BETWEEN
U.S. FISH AND WILDLIFE SERVICE
FWS FINANCE CENTER
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFL-CIO)
LOCAL NO. *1114*

BUS: 2506

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Article I

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 (FWS), and the Federal Government. The following articles constitute an agreement by and between the FWS Finance Center, U.S. Fish and Wildlife Service, hereinafter referred to as the Employer, and Local 3942 of the American Federation of Government Employees (AFL-CIO), 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 II

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 Finance Center, Denver, Colorado. excluding all management officials. supervisors. confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity. and temporary employees employed for ninety (90) days or less.

Article III

GENERAL PROVISIONS

Section 1. It is the intent and purpose of the parties hereto to promote the efficient administration of the FWS Finance Center in the public interest 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. The provisions of this Agreement will take precedence over any future changes to Agency regulations or policy that are in conflict with this Agreement during the life of this Agreement.

Section 3. As of the effective date of this Agreement, all past practices that conflict with the terms and conditions of this Agreement have no binding effect and do not constitute precedents for future action.

Section 4. The Employer will reproduce copies of this Agreement for use by unit employees and management personnel. The Employer will bear 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 5. References to days in this Agreement shall mean calendar days unless otherwise specified.

Section 6. The parties agree that the provisions of 5 U.S.C., Chapter 71, Section 7114, will not be violated for the term of the Agreement.

Section 7. The Union will supply the Employer semiannually with a roster of the names of Union officers and will submit changes to the roster as they occur.

Section 8. The Union shall, in writing, notify the Employer of the stewards' names, which shall be posted on the bulletin board designated for Union use. The Union will notify the Employer of any change in the designated stewards, in writing, at least one (1) day in advance of the effective date of the change. No more than one (1) steward may be selected from any work unit. The Employer will not be required to recognize a Union steward not designated in the manner above.

Article IV

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 monthly 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 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 the negotiated grievance procedure under this Agreement.

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 the Weingarten meeting, the Union representative's function is to advise the employee of his/her rights without interfering with the conduct of the investigation. If the employee requests representation and the representative initially assigned by the Union is not on duty and/or cannot be made available in a timely manner, the Union will have an opportunity to choose another representative who is available in a duty status.

Section 7. All employees will be treated fairly and without discrimination under the law in all aspects of personnel management.

Article V

UNION RIGHTS AND REPRESENTATION

Section 1. The Union is recognized as the exclusive representative of employees in the bargaining unit in accordance with 5 U.S.C., Chapter 71, Section 7114. The Union is entitled to act for and to negotiate agreements with the Employer covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination.

Section 2. The Union shall be given an opportunity to be present at any formal discussion between one (1) or more representatives of the Employer and one (1) or more employees in the bargaining unit concerning any grievance or substantive change in any personnel policy or practice, or other general conditions of employment of bargaining unit employees.

Section 3. When the Union is designated, in writing, as the representative by an employee, the Employer will provide a copy of any correspondence directed to the employee and to the Union representative in connection with his/her grievance.

Section 4. The Union will be afforded the opportunity to make up to a 20 minute presentation during the new Employee Orientation Program to new bargaining unit employees of FWS Finance Center regarding the Unions availability and purpose at the Finance Center. The Union official making the presentation will be allowed official time, if otherwise in a duty status, to make the presentation. The Local shall inform management in advance of the name of the Union official who will make the presentation so necessary arrangements can be made for the Union.

Article VI

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.

Section 2. The Employer retains all functions of management, including supervision of employees and exclusive direction of the affairs of the FWS Finance Center. The right to make policies, rules and regulations is the acknowledged function of the Employer subject to bargaining as required under Chapter 71, Title 5 U.S.C.

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 FWS Finance Center's organization and to assign, direct and appoint employees, management retains full and sole authority to identify the critical results and performance indicators of positions of all its employees, and to set the standards of acceptable conduct.

Section 5. The above management rights shall apply to all amendments, supplemental agreements, memoranda of understanding, and all other written or informal agreements between the Employer

and the Union and are not waived subject to bargaining as required under Chapter 71, Title 5 U.S.C

Article VII

LABOR-MANAGEMENT COOPERATION

Section 1. The Employer and the Union agree to establish a Labor-Management Committee to encourage and foster effective labor-management cooperation and communication. The Committee shall be composed of three (3) members designated by the Union from the bargaining unit and three (3) members designated by the Employer. The parties shall provide each other with the names of their designated committee members. Meetings will be held as deemed necessary on official time during duty hours. Agenda items shall be exchanged by both parties at least fourteen (14) days in advance of the scheduled meeting. The Union agrees that individual grievances of bargaining unit members shall not be appropriate for discussion during committee meetings. The results of recommendations from such meetings will not be binding on the Employer or the Union unless by mutual agreement by both parties.

Section 2. The Union may request representation on standing committees formed by the Employer. but shall not be allowed to participate on any committees, even as an observer, involved in making management deliberations, such as merit promotion or evaluation panels, incentive awards committees, etc.

Section 3. The Union committee members will be authorized up to (1) hour of official time to prepare and discuss agenda items, between 14 to 21 days prior to the scheduled meeting.

Article VIII

OFFICIAL TIME

Section 1. In order to develop and maintain effective labor-management relations, the employer agrees to allow official time as provided for in this Article to employees who have been designated in writing as officials/stewards of the Union and who are otherwise in a duty status to accomplish the specified functions as set forth herein. The determination as to what constitutes a "reasonable" amount of time will be made by the Employer on a case-by-case basis. The steward or officer will conduct his/her representational duties with dispatch during the official duty time authorized by the Employer for that purpose. The number of representatives permitted to attend authorized functions on official time will be determined on a case-by-case basis, unless specifically addressed by specific provisions of this Agreement.

Section 2. When the workload is such that the steward/official may be excused from work, a reasonable amount of official time will be granted, unless otherwise specified by this Article. Functions for which a reasonable amount of official time is authorized:

- (a) meet and confer or consult with management;
- (b) represent an employee in appeal or grievance processes and hearings covered by statutory procedures;
- (c) represent the Union on approved committees authorized by this Agreement;
- (d) be present as an observer in an adverse action proceeding or grievance adjustment where the employee is not represented by the Union (subject to approval of the hearing officer in charge of the proceeding);
- (e) represent the Union in formal discussions involving personnel policies, practices, working conditions, or grievances between bargaining unit employees and management;
- (f) represent the Union in investigatory interviews between supervisors and employees when requested by the employee;
- (g) appear as a witness at an arbitration hearing;
- (h) assist an employee when designated as their representative in preparing a response to a proposed disciplinary action;
- (i) prepare responses to management initiated correspondence;
- (j) prepare for grievances and arbitration;

(k) assist an employee in preparing a response to any personnel action as a result of a directed fitness for duty examination;

(l) prepare for and participate in Impact and Implementation bargaining;

Section 3. The Union will be authorized up to 100 hours per year to be used by designated Union officials to accomplish statutory requirements such as reports required by Department of Labor and Internal Revenue Service and administrative functions including communications with management and bargaining unit members. This will include a reasonable amount of time spent in preparation for union meetings, but union meetings will be conducted on non-duty time. This official time is intended to allow the union to conduct required internal activities. This time is non-accruable.

Section 4. Employees will be authorized official time as provided by statute to participate in any process covered by statutory procedures. Employees will be released on official time to prepare and present appeals under the Negotiated Grievance Procedure in accordance with Article XIII. Employees will be released at the earliest opportunity consistent with workload requirements. The time authorized for preparation of grievances by employees is as follows:

Step 1 • One (1) hour

Step 2 - Thirty (30) minutes

Step 3 • Thirty (30) minutes

A reasonable amount of additional time may be requested based on the complexity of the case.

Section 5. The following are the official time release procedures:

(a) Stewards/officials of the Union will request and schedule official time through the immediate supervisor. If an immediate supervisor is not available to receive the request, then the next highest management official in the chain of command shall receive the request.

(b) Under no circumstances will official time be denied by management for the purposes described above. If workload requires the representative to remain on the job, then the supervisor shall secure a time when the steward/official can have the requested time. If the scheduled time will cause a failure to meet a time limit, the representative will be authorized to notify the Union President. The Union President will take the matter to the Finance Center Chief, or their designee, for resolution. When requesting official time, the Union official will tell the supervisor the nature of the business to be conducted and the estimated duration.

(c) Employees who request Union representation shall do so through their immediate supervisor. The supervisor shall simply be told what the subject matter is for which a representative has been requested. The supervisor will make the arrangements for the employee to meet with a representative.

Section 6. The Union recognizes the right and obligation of the Employer to document the amount of official time used by the Union for representational purposes. and \Viii cooperate with the recording of such time and the appropriate use of official time.

Secuon 7. 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 solicitauon of membership, collection of dues, etc., shall be performed only during the non-duty hours of the Union representatives and employees concerned in non-work areas.

Section 8. Official time for Union sponsored training is addressed in Article XVII. Approval for official time to attend labor-management training which is scheduled during duty hours, and is provided by agencies such as FLRA, MSPB, OSHA, EEOC, DOL, etc. will be handled on a case by case basis.

Article IX

SAFETY AND HEALTH

Section 1. To the extent of its authority and ability, the Employer will seek to provide and maintain safe working conditions for its employees consistent with the nature of the work being performed.

Section 2. The Union recognizes that observing safe working practices in the performance of assigned duties is primarily the responsibility of each employee. The Union agrees to encourage all bargaining unit members to promptly report to their immediate supervisors any recognized potentially unsafe condition, practice or equipment which might represent a health or safety hazard in accordance with applicable Service instructions. Corrective action, as appropriate, is the responsibility of the Employer.

Section 3. The Employer agrees that the Union may be represented on the Health and Safety Committee. The Union shall advise the Employer of its one (1) designated representative. The Union representative may not serve as chairperson of the Committee.

Section 4. The Union designee on the safety committee will be notified of all safety mishaps, regardless of how minor it may appear, within a reasonable amount of time after the Employer becomes aware of it.

Article X

MERIT PROMOTION

Section 1. The provisions of this Article and OPM and Agency directives will be followed in the conduct of merit staffing procedures. A copy of current guidance will be provided to each bargaining unit member.

Section 2. The Employer and the Union encourage employees to maintain an up-to-date Optional Form 612 or equivalent (Qualifications Statement) in their official personnel folders and to include information on self-development activities that may increase their competitiveness for possible advancement.

Section 3. Upon receipt of a notice of non-selection, an employee may request the following information about specific selection actions taken in accordance with the U.S. Fish and Wildlife Service's Internal Merit Staffing Program:

- a. whether the candidate was considered for the position, and, if so, whether found eligible on the basis of the minimum qualification requirements for the position, and the candidate's rating and ranking as qualified or best qualified;
- b. whether the candidate was one of those in the group from which selection was made, and the minimum rating required to be included in this group;
- c. who was selected for the position;
- d. other information related to the candidate only and in accordance with the Privacy and Freedom of Information Acts;

Section 4. 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.

Article XI

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 OPM and Agency directives. A copy of current guidance (224 FW 1, dtd. 12/ 12/96 or subsequent issuances) will be provided to each bargaining unit member.

Section 2. Within 30 days following either an employee's assignment to a new position or the beginning of a new rating period, supervisors will communicate to employees the performance plan for their positions. Employees are encouraged to assist the supervisor in the identification of critical results and/or performance indicators. The final content of the written performance plan is the responsibility of the supervisor. If the employee disagrees with the performance plan, 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.

Section 3. The performance management system is managed by publication 224 FW I, dtd 12-12-96 or subsequent issues. The following language supersedes any language from this publication:

a. The minimum amount of time an employee must serve in a position and under a written performance plan in order to receive a rating will be 120 days. This minimum 120 days also applies to Interim Summary Ratings. Ratings of Record will be completed by rating officials within 30 days following the end of the rating period.

b. Rating officials will use objective criteria to the maximum extent feasible to measure performance against the indicators. See 224 FW I, 1.40. Performance indicators should be within the employee's control and should be appropriate, exceedable and measurable to the maximum extent feasible for a particular job, grade or title. See 224 FW I, 1.7D1.

c. In team and other non-traditional work environments, designated rating officials might not be formally classified as supervisors. Any structure such as this should be done on a trial basis-pilot program. See 224 FW I, 1.4G.

Section 4. Implementation date. The performance management two-tier system managed by 224 FW I will be implemented following the June 30, 1997 rating. The next regular evaluation cycle scheduled will begin as soon as employees receive their new performance plans and will continue through September 30, 1998. Subsequently, the two-tier rating period will operate on a fiscal year basis (October 1 through September 30).

Article XII

REDUCTION IN FORCE

Section 1. In the event a reduction in force (RIF) is conducted, it shall be in accordance with the OPM and Agency directives 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, prior to notification of bargaining unit employees, which will have an adverse impact on any bargaining unit employee as much in advance of implementation as possible. Notification will include, if known, the number of employees involved and the expected date of action.

Section 3. A request by the Union to negotiate substantial impact and the implementation of a RIF on bargaining unit employees shall be submitted in writing along with written proposals within seven (7) days of the notification by the Employer of a decision to RIF. Failure to meet this timeframe will waive the right to negotiate unless the timeframe is extended by mutual consent. The Union further agrees that negotiations will not delay the implementation of a RIF if not completed by the effective date.

Section 4. Employees affected by a RIF will be given advance notice consistent with current regulations. When an employee receives a specific RIF notice, retention registers may be reviewed by affected employees, or by a representative of the Union at the employee's advance written request.

Section 5. The Employer may consider opportunities for training, placement, and other assistance for employees adversely affected by a reduction in force.

Article XIII

GRIEVANCE PROCEDURES

Section 1. The purpose of this Article is to provide a mutually agreeable procedure for resolution of grievances. The negotiated grievance procedure shall be the exclusive procedure for bargaining unit employees. the Employer and the Union for resolving grievances covered by the Agreement.

Section 2. A grievance is defined as a complaint by an employee, the Union or the Employer concerning: (1) any matter relating to the employee's employment, unless the remedy is outside the jurisdiction of the Employer and not personal to the employee; or (2) the effect or interpretation or claim of breach of the collective bargaining agreement filed by the Union or the Employer.

Section 3. Excluded from coverage under this grievance procedure are matters concerning:

- a. any claimed violation related to prohibited political activities;
- b. retirement. life insurance or health insurance;
- c. suspension or removal for national security reasons under Section 7532, the Civil Service Reform Act;
- d. any examination. certification, or appointment;
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. termination of probationary or temporary employees;
- g. non-selection for promotion from a group of properly ranked and certified candidates;
- h. an action terminating a temporary promotion;
- i. non-adoption of a suggestion, disapprovals of quality step salary increases, performance awards or other kinds of discretionary or honorary awards;
- j. verbal discussions of performance between the supervisor and employee during the appraisal period;
- k. verbal counseling between a supervisor and employee;

- L proposals to take disciplinary or adverse action;
- m. content of written policies and regulations of Office of Personnel Management, Department of the Interior, and the U.S. Fish and Wildlife Service;
- n. the content of performance standards and elements;
- o. contracting out decisions; and
- p. reduction in force.

Section 4. Both parties endorse the concept that individual grievances should be resolved at the lowest possible level of supervision.

Section 5. 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. If the employee chooses to be represented, he/she may only be represented by the Union on matters covered by this Article.

Section 6. If more than one (1) grievance is raised which is similar and presented at approximately the same time, only one (1) grievance will be processed under this procedure as a group grievance, and the disposition of that grievance will be the disposition of all such grievances. The results of the decision will be applied to all parties affected by the decision.

Section 7. In the event either party should declare a complaint non-grievable or non-arbitrable, the original complaint will be considered amended to include the determination of this issue. If not settled prior to arbitration, the grievability/arbitrability dispute if raised by Step 2 of the grievance will become the threshold issue at arbitration.

Section 8. All time limits may be extended by mutual agreement of the grievant (and Union representative if designated) and the Employer.

Section 9. Failure of the grieving party to comply with stated time limits or to prosecute the grievance or provide specificity, constitutes grounds for denying or terminating the grievance. It is agreed that no new issues pertaining to the instant grievance will be raised by either party after the first step of the grievance procedure has been initiated, except as provided in Section 7.

Section 10. All grievance settlements below Step 4 of the grievance procedure shall be non-precedential for future cases.

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. An informal grievance must include the following information:

- a. employee's name and name of Union representative, if any;
- b. alleged incident and date giving rise to the grievance;
- c. all relevant information specifically related to and/or in support of the grievance; and
- d. relief sought by the employee which must be personal to him/her and within the jurisdiction of the Employer to grant.

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

Step 1. Informal Grievance. Within 15 calendar days of the action complained of or the date the employee learns thereof, whichever is later, the employee will discuss resolution with the immediate supervisor. If the employee desires Union representation at this stage, the employee notifies his/her immediate supervisor and steward. Within 10 calendar days after such discussion, the supervisor notifies the employee of his determination. If the grievance is in writing, the decision will be in writing. If the employee desires further review, he/she shall within the next 15 calendar days file his/her written formal grievance.

Step 2. Formal Grievance. If the grievant is dissatisfied with attempted resolution of the grievance at Step 1, the grievance may be submitted in writing within fifteen (15) 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. No individual who participated in the event being grieved will review the grievance at any level above Step 1. In addition to the information required in Section 12 formal grievances should include the following:

- a. provision of the Agreement allegedly violated and the manner in which the violation occurred including laws, rules, regulations; and
- b. any attempts made between the employee and/or the Employer to resolve the matter.

Step 3. Formal Grievance. (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 FWS Finance Center Director. (If the Center Director issues the decision at Step 2 of the procedure, the grievance would be pursued at Step 4.) The FWS Finance 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. Arbitration. If the grievant is not satisfied with the decision at Step 3, the Union may, within twenty (20) days from receipt of that decision, request arbitration of the grievance in accordance with Article XIV. 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 fifteen (15) 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 XIV of the Agreement. Failure to invoke arbitration within the specified time limit terminates the grievance process.

Article XIV

ARBITRATION

Section 1. Only the Union or the Employer can invoke arbitration. If either the Union or the Employer, as appropriate, desires to invoke arbitration, the party seeking to have an issue submitted to arbitration must notify the other party of such intent within twenty (20) days of receipt of the final grievance decision or lapse of time limit for final response. This notification must include a statement of the specific issue(s) involved, the alleged violation(s) of the Agreement, and the requested remedy.

Section 2. When arbitration is invoked, the parties shall within five (5) workdays jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. As appropriate, the parties may jointly request the Federal Mediation and Conciliation Service to provide an arbitrator with certain specialized experience.

Section 3. The parties shall meet within thirty (30) days after the receipt of the list of arbitrators and agree upon an arbitrator. If they do not agree upon one (1) of the listed arbitrators, then the parties shall each strike one (1) name from the list until one (1) name remains. The remaining person shall be the duly selected arbitrator. The party making the first strike shall be determined by toss of a coin.

Section 4. 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 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 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 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. When applicable, the arbitrator must apply the guidelines established by the Merit Systems Protection Board (MSPB) in connection with a grievance when the arbitration option is pursued rather than MSPB.

Section 7. If resolution of a grievance concerns interpretation or application of a law or regulation, the issuing or cognizant agency with primary responsibility for implementing the law or regulation may be requested by either party to furnish its interpretation to the arbitrator for the arbitrator's guidance and due consideration in rendering his/her decision.

Section 8. The arbitrator shall bill each of the parties for one-half of the total expenses incurred during the arbitration process. Prior to the hearing, the parties will give the arbitrator the name, position, and address of their designated local representatives to whom the arbitrator shall forward billings and decisions.

Section 9. If the parties mutually agree to have a transcript, they will share the cost equally, with one copy for each party.

Section 10. 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 and Union representative shall be given a reasonable amount of official time that the employee would otherwise be in duty status 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 determine the retirement of all witnesses from testimony. The arbitrator shall be the sole judge of the relevancy 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 XV

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 party's 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); and
- c. dates, times and places of relevant incidents, if known.

Section 2. The parties will attempt to resolve the issue(s) informally within the fifteen (15) 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 XVI

USE OF FACILITIES AND SERVICES

Section 1. Upon request by the Union, usually seven (7) days in advance of need, the Employer will attempt to make facilities available for official meetings of the Local during the nonduty hours of the employees involved. If an employee and Union representative need space for a confidential discussion of representational matters, the Union may request space from the Employer or the Employer's representative. Permission to use facilities will be subject to advance notice by the Union, the Employer's needs, and security considerations. If requests are approved, the Union will leave the room in acceptable condition.

Section 2. The Union agrees that office telephones will be used solely for representational purposes, and that commercial long distance is not authorized. The use of FTS is subject to Management approval on a case by case basis. The Union also agrees that this telephone privilege will not be abused.

Section 3. The Union may request that copies of material be made. If the Employer determines that reproducing such copies will serve the best interests of the Government and will serve to facilitate and expedite representational functions, copies will be provided. Other uses of copying facilities are prohibited unless approved in advance by the Employer.

Section 4. The Employer agrees that the Union may review and when requested, be provided a copy of Office of Personnel Management and Department of the Interior publications pertaining to personnel policies, practices and working conditions which apply to the FWS Finance Center that are available in the Servicing Personnel Office. When changing a FWS Finance Center COP or adding a new FWS Finance Center COP, management will forward a copy to the union.

Section 5. The Union will be granted a reasonable amount of space on the designated official bulletin board for posting of notices and/or literature of the Union. The Union shall maintain the allotted space in an orderly fashion. Posting of material shall be done by the Union. Union literature may be distributed in the breakroom.

Section 6. Materials of a general nature that potentially impact all AFGE members such as National initiatives, membership benefits, etc., may be posted without prior Management approval. All other materials will be submitted to the Employer for a determination of appropriateness prior to the posting and/or distribution of notices and/or literature.

Section 7. The Employer agrees to provide an office designated by Management, a desk, two (2) chairs, phone and a file cabinet for the Union's use at the FWS Finance Center.

Article XVII

UNION SPONSORED TRAINING

Section 1. Official time, as specified in Section 2, may be granted to Union officers and steward(s) to attend Union sponsored training sessions, conventions and workshops in their capacity as representatives. The granting of official time will be determined by the Employer based on the assessment of work demands and priorities. The use of official time must be of mutual benefit to the parties of this Agreement.

Section 2. A written request for official time will be submitted at least twenty (20) days in advance by the Union President to the Employer in accordance with Section 1. Approval of requests not submitted within the twenty (20) day timeframe will be dependent upon the needs of the Employer. The request will contain information as to duration, purpose, and nature of the training and how it is expected to be of mutual benefit to the Employer and the Union. The Employer may grant up to a total of 120 hours per year for the duration of the Contract.

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 training of official time for Union sponsored training.

Article XVIII

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 make such 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 Forms 1187 and 1188.

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 assessments, 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 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. The Union will provide to the Employer on a quarterly basis a listing of dues paying members including anniversary dates.

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, measured 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 revoke his/her allotment for Union dues by submitting to the Employer a completed and signed Standard Form 1188 to the secretary of the Chief, Finance Center prior to their anniversary date. The effective date of such revocation will be two (2) full pay periods or less from the date it is received by the Payroll Office, and shall not be less than one (1) full year after initiation of the dues allotment. The allotment may be canceled only annually on the member's anniversary date. The Payroll Office will forward a copy of SF 1188 to Union upon receipt.

Section 8. Upon proper notification, dues withholding shall 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.

Section 9. Dues erroneously withheld and transmitted to the Union from the pay of nonmembers, former members, or members who cease to be a part of the bargaining unit will be handled in accordance with applicable laws and regulations.

Section 10. The Union will provide an address to the Employer for remittance of dues withheld. Remittances to the Union of dues withheld will show the names of participating members, the amounts withheld, and the pay period from which deductions were made.

Article XIX

IMPACT AND IMPLEMENTATION BARGAINING

Section 1. If, during the life of this Agreement, changes in Federal law or regulations of appropriate authorities or agency regulations implementing such laws, rules or regulations result in changes which will have a substantial impact on the conditions of employment of bargaining unit employees, the Employer shall advise the Union in advance of implementation.

Section 2. The Union may comment, make suggestions, or request negotiations regarding the impact and implementation of the change. A request to bargain should be made at the earliest possible date after the date of notification. If a request to bargain is not received within ten (10) days from date of notification, the Employer may implement the change without negotiations. When a request for negotiations is received from the Union, the request must be accompanied by written Union proposals unless a briefing and relevant information is requested by the Union within three (3) days. If requested, the Union will provide its proposals in writing within ten (10) days after receipt of the information for bargaining.

Section 3. If negotiations take place, and reasonable attempts by the parties have been made to reach agreement, without success, the Employer may implement the change if they believe delay would result in increased costs, inefficiency, or non-compliance with a law or government-wide regulatory directive, pending resolution of any bargaining impasse.

Section 4. The parties agree to negotiate over the substantial matters covered by Title 5 USC 7106 (b)(1), as directed by EO 12871. The parties will negotiate on these subjects in a timely manner and in accordance with guidance provided by the Partnership Council.

Article XX

DISCIPLINARY AND ADVERSE ACTIONS

Section 1. The Employer retains the right to suspend, reduce in grade, remove, or take other disciplinary actions against employees in accordance with applicable laws and regulations currently in effect and promulgated during the life of the contract. A copy of current guidance will be provided to each bargaining unit member.

Section 2. The Employer agrees to give an effected employee (1) advance written notice of a proposed adverse action advising the employee of his/her right to reply orally and/or in writing, and (2) a notice of decision on the proposal containing information on the employee's grievance or appeal rights. Employees may furnish copies of proposal and decision notices to the Union.

Section 3.

(a) 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.

(b) 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 only be represented by the Union. If the employee chooses to represent himself/herself without Union representation, the Union may have an observer present when a decision is rendered.

Article XXI

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Union and the Employer, in fulfilling their respective responsibilities, are committed to the principle that there shall be no discrimination against employees because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap or political affiliation.

Section 2. The Union may raise EEO concerns at the LMR meetings as necessary.

Article XXII

CONTRACTING OUT

Section 1. The Employer retains the right to make determinations with respect to contracting out as provided in 5 U.S.C. Section 7106. It is also understood that the Employer is responsible for accomplishing the mission of the U.S. Fish and Wildlife Service and the methods and means by which such operations are to be conducted.

Section 2. The Employer agrees to notify the Union upon receipt of official notification by higher authority that a function has been scheduled for review or when solicitation of bids is sought. The Union may submit its views and recommendations on achieving the most efficient and effective organization during the management study timeframe. The Employer agrees to consider the views and recommendations of the Union. The Employer will advise the Union of any contracting-out decision as soon as practicable after the notification of award of contract.

Section 3. Nothing in this Article of Agreement shall bar the Employer from proceeding with a contract award, that has been proceeded in accordance with the applicable law, rule, and regulation.

Article XXIII

EMPLOYEE PERSONNEL FILES

Section 1. Official personnel folders shall be maintained in accordance with applicable rules and regulations.

Section 2. Supervisor's records of unit employees shall be kept confidential and will not be shared with unauthorized individuals. Employees at any time may make arrangements with their supervisor to review or photocopy anything maintained in their supervisor's records.

Section 3. Counselling and/or performance records shall be kept in such files.

Section 4. Entries placed in this file will be removed no later than 18 months from the date of entry.

Article XXIV

EMPLOYEE DETAILS

Section 1. Details will be administered in accordance with applicable OPM and Agency directives. A copy of current guidance will be provided to each bargaining unit employee.

Section 2. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. There is no formal position change. The employee continues to occupy the position from which detailed and retains the same status and pay. The following procedures, in conjunction with applicable directives noted in Section 1, determine the use of details for bargaining unit employees:

- (a) Details will be assigned by the Employer to those employees determined by management to have the specialized skills and abilities necessary to perform the work.
- (b) The employer may utilize competitive procedures, mandatory assignment, or volunteers to be rated and ranked on the basis of seniority (SCO), so long as workload considerations are met. Where seniority is used, management may select from among the 5 most senior employees.
- (c) Under no circumstances will details be used for purposes of reprisal.

Article XXV

POSITION DESCRIPTION AND CLASSIFICATION

Section 1. Position classification activities, including the writing of position descriptions and classification appeals, will be administered in accordance with applicable OPM and Agency directives. A copy of current guidance will be provided to each bargaining unit member.

Section 2. The Employer agrees to provide each employee in the bargaining unit with a current copy of his/her position description and major changes or revisions.

Section 3. Questions concerning the employee's position description should be raised by the employee with the immediate supervisor. Any employee in the unit who believes that his/her position description is inaccurate may request, through the immediate supervisor, that the position be reviewed.

Article XXVI

OVERTIME

Section 1. The administration of overtime will be governed by applicable OPM and Agency directives.

Section 2. 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 making overtime determinations, management will consider such things as the efficiency of the Service, the availability of employees with the requisite skills, and the seniority of employees who may be required to work overtime. Where all other factors are equal, employee seniority, as determined by service computation date (SCD), may be used to make final decisions on overtime. Where seniority is used to make overtime determinations, the procedures described in Section 3 will be followed.

Section 3. If the employer determines that overtime is necessary, it will first seek volunteers. If there are too many volunteers, the senior employee(s), as determined by SCD, will work the overtime. Management will assure equitable distribution of overtime among volunteers should additional overtime be required. In the event that a sufficient number of volunteers cannot be obtained, management may assign mandatory overtime. Among employees having the specialized skills and abilities, the least senior employee(s), as determined by SCD, will be assigned mandatory overtime. Management will assure equitable distribution of mandatory overtime.

Section 4. The Employer will attempt to notify employees of their assignments to work overtime as far in advance as feasible.

Article XXVII

USE OF LEAVE

Section 1. The Employer will administer the leave program in accordance with applicable laws, rules and regulations.

Section 2. Approval of an employee's request for leave is subject to the legitimate needs of the Employer. Leave will be requested in advance, normally on a Standard Form 71.

Section 3. An employee requesting emergency annual or sick leave not scheduled in advance shall notify his/her supervisor by telephone as soon as possible prior to the beginning of the employee's tour of duty, but normally not later than one (1) hour after the employee's scheduled reporting time. If the supervisor and his/her designee are unavailable to accept the request, the employee must leave a message with the person accepting the call identifying the reason for the absence, expected duration and a phone number where the employee can be reached within 30 minutes of the call. This procedure will satisfy the employee's obligation under this section. Requests for unscheduled leave will be held to a minimum to prevent disruption to work schedules.

Section 4. Current information concerning the administration of leave, such as the appropriate Departmental Manual, the U.S. Fish and Wildlife Service Manual, Employee Information Bulletins, etc., will be made available to employees upon request.

Section 5. An employee may be permitted to take annual leave to his/her credit plus the leave that will accrue during the current leave year at any time during that leave year. Such leave may be advanced only when there are no reasons known to the approving official why the employee will not be able to earn the leave advanced.

Article XXVIII

TOUR OF DUTY

Section 1. General

The purpose of this article is to outline the basic procedures for implementing alternative work schedules to be followed at the Finance Center (FC). Alternative work schedules may be established as provided for in this article for the convenience of full-time employees (40-hour work week) subject to the Employer's approval providing these schedules meet the needs of the employer.

Nothing in this article may restrict management's right under 5 U.S.C. 7106 to assign employees or determine the number, 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 one (1) pay period advance notice of any change in or termination of an approved alternative work schedule except in emergency situations. Failure to give advance notice, however, shall not interfere with the Employer's rights to effect such changes.

Nothing in this article waives the Union's rights under Chapter 71 of Title 5 USC.

Section 2. Definitions

- a. Standard Work Schedule Five 8-hour days, Monday through Friday, from 7:30 a.m. to 4:00 p.m.
- b. Compressed Work Schedule (5-4/9) Eight 9-hour days and one 8-hour day in any given pay period.
- c. Compressed Work Schedule (4/10) Eight 10 hour days in any given pay period, with no more than four 10 hour days in any work week.
- d. Flexible 8-hour Schedule Arrival and departure times may be varied outside core hours as long as the 8-hour schedule is worked in the same way and core hours are worked.

e. Flexible Lunch Period

(1) Flexible 8-Hour Schedule - Employees working under a Flexible 8-Hour Schedule will request a set lunch break which can be between 30 minutes and 1 1/2 hours. Employees whose established lunch break is less than 1 1/2 hours may extend their lunch break up to 1 1/2 hours on a daily basis with prior supervisory approval. The lunch break will be taken between 11:00 a.m. and 1:00 p.m.

(2) Compressed Work Schedule (5/4/9) - Employees working under the 5/4/9 Compressed work schedule will request a set lunch break which can be between 30 minutes and 1 1/2 hours. The lunch break will be taken between 11:00 a.m. and 1:00 p.m.

(3) Compressed Work Schedule (4/10) - Employees working under the 4/10 Compressed work schedule will request a set lunch break which can be between 30 minutes and 1 hour. The lunch break will be taken between 11:00 a.m. and 1:00 p.m.

f. Core Hours (8:30 a.m. to 3:00 p.m.) in which employees must work excluding breaks and lunch.

g. Tour of Duty A tour of duty may begin no earlier than 6:00 a.m. and end no later than 5:00 p.m.

Section 3. Procedures

Employees desiring to participate in alternative work schedules will make such a request in writing to his/her immediate supervisor specifying the tour of duty requested. The supervisor will review and recommend concurrence or non-concurrence.

When an employee has three consecutive nonworkdays and a holiday falls on one of these nonworkdays the following rules apply in designating a workday as the "in lieu of" holiday. When the holiday falls on the employee's nonworkday (with the exception of Sunday) the preceding workday is designated as the "in lieu of" holiday. When a legal public holiday falls on Sunday, employees observe the holiday on the next workday immediately following the Sunday holiday.

COMPRESSED WORK SCHEDULE (5-4/9) Under the compressed work schedule (5-4/9), an employee will work eight 9-hour days and one 8-hour day in any given pay period. Under the compressed work schedule, overtime hours refer to only hours in excess of those specified hours that constitute the compressed work schedule. A tour of duty may begin no earlier than 6:00 a.m. and end no later than 5:00 p.m. The lunch period may be established for 30 minutes to a maximum of 1 1/2 hours. Work hours do not include the lunch period. Once established, that tour of duty is a fixed schedule that does not change unless a change is made pursuant to Section 4. 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. Disputes over the day off shall be determined first by grade, then by Service Computation Date (SCD).

FLEXIBLE 8-HOUR SCHEDULE Under the flexible 8-hour schedule, the employee has the option of choosing a tour of duty that begins no earlier than 6:00 a.m. and ends no later than 5:00 p.m. A full-time employee must work between the core hours of 8:30 a.m. to 3:00 p.m. They may vary arrival and departure times as long as the 8-hour schedule is worked in the same day. With prior supervisory approval, the lunch period may be extended to a maximum of 1 1/2 hours. Work hours do not include the lunch period.

COMPRESSED WORK SCHEDULE (4/10) A Compressed Work Schedule (4/10) will be established as a pilot program. The pilot will not exceed one year from the effective date of this contract. At the end of the pilot period, the feasibility of continuing the Compressed Work Schedule (4/10) will be negotiated with AFGE Local 3942. Re-opening negotiations regarding the Compressed Work Schedule (4/10) does not allow negotiation of any other provision of this contract unless mutually agreed to by both parties. Under the Compressed Work Schedule (4/10), an employee will work eight 10 hours days in any given pay period, with no more than four 10 hour days in any work week. Under the compressed work schedule, overtime hours refer to only hours in excess of those specified hours that constitute the compressed work schedule. A tour of duty may begin no earlier than 6:00 a.m. and end no later than 5:00 p.m. The established lunch hour may vary from 30 minutes to a maximum of 1 hour. Work hours do not include the lunch period. Once established, that tour of duty is a fixed schedule that does not change unless a change is made pursuant to Section 4. The selection of the starting time and nonworkdays is subject to supervisory approval to assure adequate office staffing and that mission needs are met. Disputes over the days off shall be determined first by grade, then by service computation date.

Section 4. Approved Alternative Schedules

When an alternative schedule has been approved for an employee, that schedule shall remain in force for at least two full pay periods. Requests to change an established tour of duty shall be made in writing to his/her supervisor two full pay periods in advance of the requested starting date of the new tour of duty. If multiple requests are received for the same day off within a work unit, and the supervisor deems there is inappropriate coverage, the supervisor will attempt to work out a solution between the employees. If the dispute cannot be resolved, then days off will be assigned based first upon grade, then upon the longest service computation date. Once a tour of duty is established, the employee will not be required to relinquish their tour of duty due to a requested change by another employee. However, an employee may request a change in his/her schedule based on personal hardship or other reasons acceptable to the Employer. Similarly, a change initiated by the employer may be made in accordance with the law and this agreement.

Section 5. Exceptions

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 6. Documentation

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 and initialed by the appropriate supervisor and submitted to the Chief, Finance Center for final approval at least two pay periods prior to implementation of any change. Instructions in this article take precedence over instructions contained on the above form.

All employees will be required to fill out a time sheet which shows their arrival and departure times for work and arrival and departure times for the lunch period. Employees will certify to the accuracy of these times and submit to their immediate supervisors. The time sheet will be used as the basis for the Time and Attendance reporting.

JUNE 16, 1997

Article XXIX

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 and is the boundary of all bilateral understandings between the parties for the life of the Agreement.

Section 2. Either party may give written notice to the other, not more than one hundred and five (105) days nor 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, excepting those provisions automatically superseded by a new law or regulation or those sections subsequently determined to be non-negotiable. Ground rules will be established and agreed upon by both management prior to renegotiating this agreement.

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.

Anicle XXX

REQUIRED WORKSTATION CHANGES

Section 1. Should a reorganization or significant changes to the physical layout of a particular work unit/section require the relocation of workstations, the following procedures will apply to assigning new work stations:

- a. Management will reserve the right to determine mission requirements in a reorganization or significant change to the physical layout of a particular work unit/section.
- b. Once the mission is determined, and if the supervisor cannot get employees to agree to their relocation, grade and then service computation date (SCD) will be used to resolve the dispute.

In witness whereof the parties hereto have caused this basic Labor Management Agreement to be executed on this 16th day of June, 1997

[Faint signature]

[Signature]
Chief, FWS Finance Center

6/16/97

Date

[Signature]
President. AFGE Local 3942

6/16/97

Date

Approved:

[Signature]
Director of Personnel
Department of the Interior

JUN 25 1997

Date