

**LABOR AGREEMENTS**

BETWEEN THE

**YUMA PROJECTS OFFICE  
LOWER COLORADO REGION  
BUREAU OF RECLAMATION**

AND THE

**NATIONAL FEDERATION  
OF FEDERAL EMPLOYEES**

**LOCAL NO. 1487GS EMPLOYEES UNIT**

BASIC AGREEMENT  
BETWEEN  
YUMA PROJECTS OFFICE  
LOWER COLORADO REGION  
BUREAU OF RECLAMATION  
AND THE  
NATIONAL FEDERATION OF FEDERAL EMPLOYEES  
LOCAL NO. 1487  
GS EMPLOYEES

EFFECTIVE DATE OF THE AGREEMENT May 31, 1991

Date

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## PREAMBLE

This Agreement is made in consonance with Civil Service Reform Act of 1978 (CSRA), by and between the Yuma Project Office, Lower Colorado Region, Bureau of Reclamation, Department of the Interior, hereinafter referred to as the PROJECT, AND THE National Federation of Federal Employees, Local 1487, hereinafter referred to as the UNION, for employees of the described unit, hereinafter referred to as the EMPLOYEE.

ARTICLE 1  
GENERAL PROVISIONS

Section 1.1

RECOGNITION: The parties recognize that both negotiation and administration of all matters governed by this Agreement and supplementary agreements are governed by CSRA, and the provisions of applicable Federal rules and regulations. This exclusive bargaining unit was established on August 2, 1989, in FLRA Case No. 8-RO-90004.

ARTICLE 2  
DEFINITIONS

The following definitions of terms used in this Agreement shall apply.

Section 2.1

AGREEMENTS: This term means the entire collective bargaining agreement.

Section 2.2

AMENDMENTS: Modification of the Basic Agreement to add, delete, or change portions, sections, or articles of the Agreement.

Section 2.3

ANNIVERSARY DATE: The date that this Agreement is approved by the Office of the Secretary of the Interior.

Section 2.4

AUTHORITY: The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

Section 2.5

DAY: Means Calendar days.

Section 2.6

GRIEVANCE: Grievance means any complaint:

- (A) By any employee concerning any matter relating to the employment of the employee;
- (B) By any labor organization concerning any matter relating to the employment of any employee; or
- (C) By any employee, labor organization, or agency concerning:
  - (1) The effect of interpretation, or a claim of breach, of the collective bargaining agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2.7

IMPASSE: The inability of representatives of the Project and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Section 2.8

MEMORANDA OF UNDERSTANDINGS (MOU): MOU's may be executed between the Project and the Union to clarify items contained in this Agreement provided that MOU's are not to modify or amend this Agreement.

Section 2.9

NEGOTIABILITY DISPUTE: A disagreement between the parties as to the negotiability of an item.

Section 2.10

NEGOTIATION: Bargaining by representatives of the Project and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.

Section 2.11

PROJECT: Means Yuma Projects Office.

Section 2.12

SUPPLEMENTS: Additional articles, negotiated during the term of the Basic Agreement, to cover matters not adequately covered by the Basic Agreement.

2.13

UNON: Means NFFE Local 1487.

2.14

UNON-MANAGEMENT MEETINGS: Meetings which are held for communication and exchange of views on matters of mutual interest with the intent, if appropriate, of reaching mutually agreeable decisions.

Section 2.15

UNION OFFICIAL: Any accredited National Representative of the Union and the duly elected or appointed officials of the Local, including stewards.

Section 2.16

UNIT: Means all General Schedule non-professional employees including part-time and temporary employees of the Yuma Project Office, Lower Colorado Regional Office, Bureau of Reclamation.



ARTICLE 3  
PROVISIONS OF LAW AND REGULATIONS

Section 3.1

BASIC PROVISIONS: In the administration of all matters covered by this Agreement, management 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 Bureau of Reclamation and Department of the Interior policies and regulations in existence at the time this Agreement is approved: and by subsequently published Bureau of Reclamation and Department of the Interior policies and regulations required by law, or by the regulations of appropriate authorities.

Section 3.2

ORDERLY PERFORMANCE OF WORK: It is recognized that by law and regulations, the Union and employees shall not call or engage in a strike, work stoppage, or slowdown: picket in a labor-management dispute: or condone any such activity by failing to take affirmative action to prevent or stop it.

Section 3.3

Management has the right:

(A) Management has the right:

- (1) To determine the mission, budget, organization, number of employees, and internal security practices of the Project: and
- (2) In accordance with applicable laws:
  - (a) To hire, assign, direct, layoff, and retain employees in the Project, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
  - (b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Project operations shall be conducted;
  - (c) With respect to filling positions, to make selections for appointments from;
    - (i) Among properly ranked and certified candidates for promotion; or

- (ii) Any other appropriate source, and
  - (d) To take whatever actions may be necessary to carry out the Project's mission during emergencies.
- (B) The Project and the Union may negotiate:
- (1) At the election of the Project, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  - (2) Procedures which management officials of the Project will observe in exercising any authority under this section; or
  - (3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

#### Section 3.4

EMPLOYEE RIGHTS: The Project and the Union agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from any such activity, Except as expressly provided hereinafter, and the CSRA, the freedom of such employee to assist any labor organization shall be recognized as extending to participating in the management of the organization and acting for the organization in the capacity of an organization representative. The Project shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in the CSRA, and that no interference, restraint, coercion, or discrimination is practiced within the Unit to encourage or discourage membership in any labor organization.

It is further agreed that the rights described in the preceding paragraph, do not extend to participation in the management of a labor organization, or to the acting as representative of any such organization when the participation or activity would result in conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Each employee independently shall have the right to bring matters of personal concern to the attention of appropriate officials of the Project.

Employees or applicants seeking employment shall not be required as a condition of employment, transfer, promotion, reassignment, or retention to become or to remain a member of labor organization or to pay money to a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

### Section 3.5

#### UNION RIGHTS AND PRIVILEGES:

(A) REPRESENTATION: The Union has the exclusive right to represent all employees in the Unit in negotiations and consultation with the Project regarding conditions of employment, within the limits provided by this Agreement and the CSRA. The Union will represent all the Employees in the Unit without discrimination because of age, race, color, creed, sex or national origin and without regard to membership in the Union. The Project agrees to respect the rights of the Union and to negotiate with the Union before promulgating any new personnel policies affecting the conditions of employment of Employees in the Unit.

The project recognizes the right to the Union to be represented by its officers and any other duly authorized persons. The Union shall be given the opportunity to be represented at formal discussions between the Project and employees or employee representative concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit. The Union shall keep the Project advised in writing of the names and titles of its officers and other duly authorized representatives.

(B) MEMBERSHIP SOLICITATION: The project recognizes the right of the Union to membership solicitation during non-duty time. Solicitations of members and activities concerned with the internal management of the Union such as dues collecting, distribution of literature, or internal management of the Union, will not be conducted during working hours.

(C) VISITING UNION REPRESENTATIVES: A duly authorized and designated representative of the Union may be permitted to visit the Project and places of work at the Project during working hours, provided they first make arrangements with the Project Manager and comply with such security regulations or measures as may be in effect.

(D) UNION-SPONSORED TRAINING SESSIONS: The Employer agrees to grant administrative leave subject to workload considerations, to employees who are Union officials and representatives for the purpose of attending Union-sponsored training sessions, provided the training is of concern to the employees in their capacities as Union representatives. Administrative leave for this purpose will amount to 24 hours annually, for each union representative (a maximum of 3 Union officials) annually. No one employee shall use more than 24 hours of this leave in a 1-year period. A written request for administrative leave will be submitted at least one (1) week in advance. The request shall contain information about the duration, purpose, and nature of the training.

### Section 3.6

CONTROLLING AUTHORITY: The foregoing sections of this article are applicable to this Agreement and to all supplemental, implementing, subsidiary, or informal agreements between the Project and the Union.

ARTICLE 4  
EFFECTIVE DATE AND DURATION OF AGREEMENTS

Section 4.1

EFFECTIVE DATE AND TERM: The effective date of this Agreement shall be the date it is signed by the designee of the Secretary of the Interior or 30 days after it is executed by the parties, whichever comes first. The parties agree to execute this Agreement within 2 weeks after completion of negotiations. It shall remain in effect for three (3) years. The Agreement shall be renewed for an additional two (2) year period on each second anniversary date thereafter, unless between ninety (90) and sixty (60) calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

Section 4.2

LOSS OF RECOGNITION: This Agreement shall not be enforceable at any time after it is determined under the provisions of the CSRA that the Union is no longer entitled to exclusive recognition or after such recognition has been relinquished.

Section 4.3

ADDITIONS: This written Agreement will be amended as required to comply with law, court decisions or regulations, or as desired by mutual agreement when a portion of the Agreement may be improved or is found to unworkable or defective. Requests for amendments must be in writing and accompanied by a summary of the modifications or amendments proposed. Representatives of the Project and the Union will meet to negotiate the matter and no changes other than those requested or covered by the summary shall be considered.

Section 4.3

SUPPLEMENTAL AGREEMENTS: Negotiations for supplemental agreements may be entered into any time by mutual agreement of the Project and the Union on matters within the scope of the CSRA and which are not adequately covered by this Basic Agreement. If both parties agree to the negotiation of supplemental agreement, such negotiation must be entered into if either party gives notice to the other in writing at least thirty (3) calendar days in advance of their proposed negotiating date. The subject of the proposed negotiation shall be stated in writing with the request.

#### Section 4.5

EFFECTIVE DATE OF SUPPLEMENTAL AGREEMENTS: Supplemental agreements shall be signed by the members of both negotiating committees and, unless otherwise specified therein, shall become effective in accordance with 5 U.S.S. 7114 (c) (2) and (3), and shall remain effective concurrent with this Agreement.

ARTICLE 5  
NEGOTIATIONS

Section 5.1

MANNER: Both parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. The Project agrees to give 14 days' notice to the Union and opportunity to negotiate any new policy or change in established policy concerning working conditions of employees which is proposed during the life of the Agreement. Negotiation of procedures to implement decisions which are management rights and impact bargaining on these decisions will also be handled in accordance with this section. The parties shall seek to resolve all differences which arise between them in connection with the administration of this Agreement for the life of the Agreement.

Section 5.2

SCOPE OF NEGOTIATION: Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the Unit. The Project agrees to negotiate with the Union on any new policy or changes in established policy prior to implementation upon request by the Union. If the change itself is not subject to negotiations, its impact upon the employees and procedures for implementing the change will be negotiated upon request by the Union.

To the extent that provisions of any Project instruction or directive may be in conflict with this Agreement, the provisions of this Agreement shall govern.

Section 5.3

NEGOTIATION PROCEDURES: Negotiating sessions may be requested by either party. Such requests shall state the specific subject matter to be consider at such sessions. The following procedures shall be utilized.

- (A) The Union and the Project shall be represented by negotiating committees of not more than three (3) members each. This restriction applies only to employees on official time.
- (B) Names of the members on each negotiating committee will be exchanged formally by the parties in writing no later than 14 calendar days prior to the beginning of negotiations.
- (C) Employees negotiating during regular duty hours on behalf of the Union shall be on official duty time.

- (D) Impact bargaining sessions shall be conducted on official time. Such bargaining is considered a part of the Union's duty to represent employees during the life of the Agreement.
- (E) The contract may be opened at any time by mutual agreement. Such bargaining shall be on official time.

#### Section 5.4

##### IMPASSE PROCEDURES:

- (A) When agreement is not reached in direct negotiation upon working conditions affecting employees covered by this Agreement, either party may invoke the services of the Federal Mediation and Conciliation Service (FMCS).
- (B) If efforts to bring about an agreement through mediation are not successful, the Union and the Project shall submit their controversy to the Federal Service Impasse Panel (FSIP) according to their procedures.

#### Section 5.5

NEGOTIABILITY QUESTION: When the Project believes that a matter is non-negotiable, it will immediately advise the Union in writing of its rationale for such belief if the Union request in writing. The Union has the right to proceed to the Authority in accordance with their regulations. To determine whether or not a compelling need exists (if that is the reason for the claim of non-negotiability), the criteria set out in the Authority's regulations will be used.

#### Section 5.6

PAST PRACTICE: Working conditions which are not necessarily enumerated in this Agreement and are in effect at the time of the execution of this Agreement shall continue in effect until changed or modified through negotiations.



ARTICLE 6  
LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 6.1

GENERAL: The Union agrees that its unit members have an interest in matters set forth in section 6.2 below, and the Project recognizes that major contributions can be made by Project employees. Consequently, in order to achieve the fullest possible benefit from the contributions of its employees, there may be established as required a Labor-Management Cooperation Committee to consist of an equal number of representatives (not more than three). The Union shall nominate a list of employees to serve on this Committee and the Project Manager shall appoint members from that list. This Committee shall meet at least quarterly.

Section 6.2

INTERNAL FUNCTIONS: This Committee shall have power of self organization, shall determine the methods of operation, shall record all proceedings, and shall give consideration to such matters as the elimination of waste, the conservation of materials, supplies and energy, the improvement of quality of workmanship and services, the promotion of education and training, the correction of conditions making for grievances and misunderstandings, the encouragement of courtesy in the relations of employees with the public, the safeguarding of health, the prevention of hazards to life and property, the betterment of employment conditions, and the strengthening of the moral of the service; but shall not consider or act upon grievances. Recommendations of this Committee will be forwarded to the Project Manager and the Union President.

## ARTICLE 7

### UNION STEWARDS

#### Section 7.1

DESIGNATOR: The Project will recognize three stewards and two alternates. The Union shall provide the Project, in writing, and shall maintain with the Project on a current basis, a complete list of all authorized stewards and alternates.

#### Section 7.2

FUNCTIONS: Reasonable time during working hours, without charge to leave, will be granted stewards to accomplish authorized activities, including consultation with supervisors or employees. Stewards leaving their work area will first obtain permission from their supervisor. Such permission will normally be granted or satisfactory substitute arrangements will be made. On return to regular duty assignment the steward will notify the appropriate supervisor.

ARTICLE 8  
ORIENTATION OF NEW EMPLOYEES

Section 8.1

All new employees in the Unit shall be informed by the Project of the exclusive representative status of the Union. The Project agrees to furnish each new employee a copy of this Agreement.

ARTICLE 9  
PAYROLL ALLOTMENT FOR WITHHOLDING DUES

Section 9.1

ELIGIBILITY: Any employee officially assigned to the Yuma Projects Office, who is a member in good standing of Local 1487, may authorize an allotment of pay for the payment of dues for such membership, provided:

- (A) The employee is included in the unit for which required recognition has been granted;
- (B) The employee has voluntarily completed a request for such allotment of pay;
- (C) The employee regularly receives a normal amount of pay on the regularly scheduled payday and such pay is sufficient, after other legal deductions, to cover the full amount of allotment.

Section 9.2

AUTHORIZATION: The procedures and effective dates of authorization shall be as follows:

- (A) The Union will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment;
- (B) The Union agrees to acquire and distribute to its members the prescribed authorization form (SF-1187) and to receive completed forms from members who request allotment;
- (C) The Union will process completed authorization forms by completing Section A thereof, and responsible for ascertaining that the employee is a member of the Union in good standing. Certified authorization forms will be submitted to the designated project employee;
- (D) Deductions from the salaries of employees shall begin on the pay period following the one in which their authorizations are received.

### Section 9.3

WITHOLDING; Deductions shall be made each pay period. The amount to be withheld shall be the amount of the regular monthly dues of the member times 12 months divided by 26 pay periods, exclusive of the initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of the regular dues is changed by the Union, the Project will be notified in writing by the Union of the rate and effective date of the amended dues structure. The amended amount will be withheld beginning the next pay period following the date of receipt. Only one such change may be made in any period of 12 consecutive months.

### Section 9.4

TERMINATION OF ALLOTMENT: The Project will terminate an allotment:

- (A) When the Union loses the required recognition under any of the conditions specified in P.L. 95-454:
- (B) When the employee is separated;
- (C) Upon receipt of notice from the Union that the employee is no longer a member in good standing:
- (D) Effective at the end of the pay period covered by the payroll deduction in which loss of eligibility occurs:
- (E) Effective the first full pay period after March 1, after receipt of a written revocation of allotment.

### Section 9.5

REMITTANCE OF DUES WITHHELD: Approximately ten (10) days following completion of each pay period the Payroll Office will remit the amount due the Union to the officer of the Union designated to receive remittances. The amount remitted to the Union shall be the total of all allotments made to it and the Union will be provided with an alphabetical listing of members and the amount of allotment withheld.

### Section 9.6

REQUIRED NOTICES: The Union and Project agree to issue the following written notices:

- (A) The Union is to notify the Project of the amount of regular monthly dues and also the name and address of the officer of the Union designated to receive remittances:
- (B) The Project will send a copy of each written revocation received by the Project to the Union.

## Section 9.7

The project agrees to provide this service without charge to the union or members and to continue this service regardless of contract status as long as the Union holds exclusive recognition. The Project will have the sole responsibility for dropping persons who move out of the unit from dues withholding. Failure of the Project to do so will not result in any financial liability on the part of the Union.

ARTICLE 10  
ADJUSTMENTS OF GRIEVANCES

Section 10.1

COMMON GOAL: The Project and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and to be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances at the lowest level of supervision.

Section 10.2

SCOPE:

- (A) By an employee concerning any matter relating to the employment of the employee;
- (B) By any labor organization concerning any matter relating to the employment of any employee; or
  - (1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 10.3

The grievance procedure does not apply to:

- (A) A violation relating to political activities;
- (B) Retirement, life insurance, or health insurance;
- (C) A suspension or removal for national security reasons;
- (D) Any examination, certification, or appointment;
- (E) Classification of position which does not result in reduction in pay or grade for the employee;
- (F) Removals during the probationary period;
- (G) Nonselection for promotion from a properly ranked and rated list of applicants; and

(H) Complaints of discrimination because of race, sex, age, etc. Nothing in this section shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance in the matter in accordance with this agreement.

#### Section 10.4

APPLICATION: A grievance may be undertaken by the Union, an employee or a group of employees, or the Project. Only the Union or representative(s) approved by the Union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance, and have it adjusted without representation by the Union, provided that the Union will be a party to all discussions and the grievance process. In exercising their rights to present a grievance, employee representatives will be free from restraint, coercion, discrimination, or reprisal.

#### Section 10.5

PROCEDURE: The following procedures are established for the resolution of grievances:

(A) At the informal stage (step 1).

The grievance may be submitted in writing and must contain a description of the basis for the grievance, the resolution desired, and the name of the employee's representative.

Step 1. The step 1 grievance shall be taken up by the grievant and/or his/her representative with the immediate supervisor, or the lowest level management official with the authority to render a decision. The grievance (Step 1) must be initiated within 21 calendar days of the incident which gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within 21 days of the date the grievant became aware of the incident.

A decision will be given to the grievant within 15 days after presentation of the grievance. Such decision will be in writing if it was presented in writing and every effort shall be made to ensure that it is clearly communicated and understood. Included with such decision shall be a written statement indicating the grievant's right to submit a grievance to the next level supervisor.



Step 2. If the Step 1 grievance decision is not satisfactory to the grievant, it may be referred to the next level supervisor within 15 days of receipt of the Step 1 decision.

Within 10 days after receipt of the grievance, the second level supervisor shall upon request by the aggrieved Party or the Union, meet with the grievant and the Union representative and provide for an oral presentation unless it is impracticable to do so. The Union may request and shall receive copies of all appropriate documents prior to this meeting. The second level supervisor shall render his decision within 10 days after the meeting (if any) or within 15 days after the filing of the grievance to mediation at this stage.

The Parties will, within 7 days request the immediate services of a mediator from the Federal Mediation and Conciliation Service. The mediator, if he agrees to serve, will meet with the Parties at the earliest possible date and attempt to resolve the grievance through voluntary methods.

Step 3. If the grievance still is not resolved and the employee and the Union desire to proceed further, the grievance shall be forwarded to the Project Manager within fifteen (15) calendar days after the decision rendered under this Section Step 2. The written grievance must provide, as a minimum, information concerning the nature of the grievance, the Article(s), and Sections(s) of this Agreement alleged to have been violated and the remedy sought. The Project Manager will render a written decision within fifteen (15) calendar days after receipt of the grievance. The decision of the Project Manager is final unless the Union elects to refer the matter to arbitration as provided below.

#### Section 10.6

Employees will be free from discrimination or reprisal from the Project for the presentation of grievances.

#### Section 10.7

GRIEVANCES BY THE PROJECT: The purpose of this Article is to provide an orderly method to settle grievances by the Project about activities of the Union or its representatives that it considers in violation of the Agreement or its supplements. Every effort will be made by the Project and the Union to informally resolve complaints or problems in order to avoid submitting a formal grievance to the Union.

If the Project feels that the Union or its representatives have violated the terms of the Agreement, the Division Chief or designee will present the grievance informally (orally) to the Union President or designated representative within twenty-one (21) calendar days of the date of the act or occurrence. Upon failing to secure a satisfactory decision upon verbal discussion, the Project Manager or designee will submit a grievance to the Union President in writing. The written grievance must provide, as a minimum, information concerning the nature of the grievance, the Article(s) and Section(s) of the Agreement alleged to have been violated and the remedy sought. The Union President will render a written decision within fifteen (15) calendar days after receipt of the grievance.

The decision of the President is final unless the Project Manager elects to refer the matter to arbitration as provided in Article 11 of the Agreement.

#### Section 10.8

When a group of employees have an identical grievance, it may be considered an individual grievance of one employee. Any one employee in the group, if he is not satisfied with the decision, has the full right to seek review of the decision to the succeeding steps as provided in the Article.

#### Section 10.9

All time limits may be extended by agreement of the employee and his representative and the Project. Failure of the Project to observe the time limits for any step in the grievance shall entitle the employee to advance the grievance to the next step. Failure of the employee or his representative to observe the time limits provided herein shall constitute a basis for termination of the grievance by the Project.

#### Section 10.10

**SPECIAL PROCEDURE WHEN PROJECT MANAGER IS THE DECIDING OFFICIAL:** If the employee is grieving an adverse action, or any other disciplinary action where the deciding official is the Project Manager or a higher level, a formal grievance may be filed directly in accordance with Step 3 of the Grievance Procedure.

#### Section 10.11

**SUBMISSION TO ARBITRATION:** If the Project and the Union fail to settle any grievance, the grievance may be submitted to arbitration with thirty (30) calendar days after issuance of the final decision and the Project or the Union so notified. Only the Union or the Project may submit such grievances to arbitration; individual employees may not invoke arbitration.

## Section 10.12

SELECTION OF ARBITRATOR: The Union of the Project shall request the FMCS or other appropriate source to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within fifteen (15) calendar days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed arbitrators, the Project and the Union will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure. The first party to strike will be decided by a coin flip. The remaining name shall be the duly selected arbitrator within the 15-day time frame.

ARTICLE 11  
ARBITRATION

Section 11.1

FEES AND EXPENSES: The arbitrator's fees and expenses shall be borne equally by the Project and the Union. Further, the Project and the Union shall share equally the expenses of any mutually agreed upon services in connection with the arbitration hearing.

Section 11.2

HEARING: The arbitration hearing shall normally be held during the regular hours of the normal basic work week at a mutually agreeable location.

The aggrieved employee, the employee's representative, if any, and the employee's witnesses who have direct knowledge of the circumstance and factors bearing on the case shall be excused from duty if otherwise in official duty status without loss of base pay or charge to annual leave while participating in the arbitration proceedings. Travel and other expenses for the foregoing persons shall not be borne by the Project.

Section 11.3

ARBITRATOR'S AUTHORITY: The arbitrator shall have no authority to add to or modify any term of this Agreement. Both parties to this Agreement recognize and agree that the arbitrator's decision(s) shall be final and binding and his remedy shall be effected in its entirety, to the extent that is not limited by statute or higher-level regulations.

Either party may file exceptions to an arbitrator's decision with the Authority under regulations prescribed by the Authority.

ARTICLE 12  
DISTRIBUTION

Section 12.1

A copy of this Agreement, any amendments hereto and any supplementary agreements reached hereunder shall be furnished by the Project to all Employees covered by this Agreement.

ARTICLE 13  
BULLETIN BOARDS

Section 13.1

Bulletin boards shall be made available to the Union for posting of its notices and literature. Such material must identify the Union, must pertain specifically to the business of the Union, or be related to the employees' work and employment conditions. Such notices shall not reflect on or attack the integrity or motives of individuals, other employee organizations, the Bureau of Reclamation, or other Government agencies.

ARTICLE 14  
SAFETY AND HEALTH

Section 14.1

The Project and the Union have a common interest in the safety of the employees. There is an obligation of the Project to provide safe working conditions, and to act promptly when an employee is injured, or an accident occurs.

Section 14.2

Employees shall comply with the safety standards of the Bureau as contained in manuals, handbooks, and regulations.

Section 14.3

The Safety Committee normally shall convene monthly to review and evaluate the safety program and to recommend proposed corrective measures for the elimination of safety hazards. Safety Committee members and alternates shall be given sufficient advance notice of meetings to enable them to submit agenda items for consideration at the meetings and shall be provided copies of the minutes of each meeting. The Union will submit two names for representation on the Committee.

Section 14.4

Responsibility for the administration of a safety program continues to reside with the Project. The important contribution of employee organization members in Safety Committee work is to promote employee interest in the safety program to provide additional communication between Project and employees on the subject of safety, and to lend their experience and knowledge toward the common interest of developing an effective safety program.

Section 14.5

All employees are covered for workers' compensation under the Federal Employee's Compensation Act (Act). An employee injured in the performance of his duty, or someone in his behalf, shall as soon as possible, but no later than forty-eight (48) hours after the injury, give written notice on an appropriate form to the immediate supervisor. The Act provides that after an injury to an employee, the Project shall make the initial and supplemental reports to the Office of Workers' Compensation Program (OWCP). The law states that the claim for compensation shall be made on the appropriate form furnished by OWCP to the Project and then provided to the employee.

#### Section 14.6

Medical examinations of employees required by the Project shall be completed on official time and arranged and paid for in accordance with applicable regulations. The Project will designate physicians to make such medical examinations.

#### Section 14.7

Should an employee believe that a job to which he has been assigned is not safe or will endanger his health, he shall report the circumstances to his immediate supervisor. The appropriate supervisor shall inspect the job to ensure it is safe.



ARTICLE 15  
SELECTION OF EMPLOYEES

Section 15.1

The Project will select all employees for vacancies in accordance with the regulations of the OPM, Department, Bureau, and Veterans Preference Act on the basis of merit, ability, skill, training, and experience, without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, or personal favoritism. The Project will endeavor to promote from within the Project to the extent that this is in keeping with the Bureau's requirement to fill vacancies with the best qualified applicants.

Section 15.2

Promotions shall be made in accordance with the appropriate Merit Promotion Plan, except for promotions made under a specific exception to the Merit Promotion Plan. The Project shall consult with the Union and consider its view in any major revision of the Merit Promotion Plan.

Section 15.3

Vacancy notices shall be posted at principal locations on the Project and will contain the necessary instructions for making application. Copies of Project vacancy notices will be provided to the Union.

ARTICLE 16  
REDUCTION-IN-FORCE (RIF)

Section 16.1

The Project will notify the Union of a proposed RIF at least thirty-five (35) days before the proposed effective date.

Section 16.2

The notification will include:

- (A) Type of action taken;
- (B) The reasons for the action;
- (C) The competitive areas;
- (D) The competitive levels of affected positions;
- (E) The approximate numbers, types, and grades in the bargaining unit to be affected;
- (F) The expected or approximate date of each action;
- (G) The measures being considered to reduce the adverse impact; and these will be provided to Union prior to any official notification to bargaining unit employees.

Section 16.3

The Project will establish and maintain a reemployment priority list as required by OPM regulations.

Section 16.4

Employees possessing skills in more than one area will be considered for positions in such areas.

Section 16.5

The Project agrees to utilize existing vacancies to the maximum extent possible to place displace bargaining unit employees.

#### Section 16.6

The Union will institute impact and implementation bargaining concerning arrangements for employees adversely affected by exercise of any authority under Section 7106 of Chapter 71 of Title 5 U.S.C.

#### Section 16.7

The Project and the Union agree to discuss the implementation of the Early Retirement Provisions of Title 5 U.S.C. in order to minimize the impact of the RIF.

ARTICLE 17  
DISCIPLINARY AND ADVERS ACTIONS

Section 17.1

All disciplinary and adverse actions involving unit members, including letters of reprimand, suspensions, removals, or reductions in pay shall be taken in accordance with applicable law and Department, Bureau, and OPM regulations.

Section 17.2

Adverse actions include removals, suspension for more than fourteen (14) days, reductions in grade, reductions in pay, furloughs for thirty (30) days or less. Disciplinary actions are less severe actions. Separations of employees during the probationary period are not covered by this Article or the negotiated grievance procedure.

Section 17.3

The employee will have five (5) days to respond to the deciding official in proposals of suspensions of fourteen (14) days or less. The employees may make an oral and/or written response. Adverse decisions may be grieved through the negotiated grievance procedure.

Section 17.4

Employees against whom adverse action is proposed shall receive two (2) copies of written notice. Such notice shall inform the employee:

- (A) Of the specific reasons for the proposed action;
- (B) Of the name of the deciding official to whom the employee may respond;
- (C) That the employee may respond orally and/or in writing;
- (D) That the employee may be represented by an attorney or other representative;
- (E) That the employee may be granted up to eight (8) hours of official time to review copies of the material relied upon to support the proposed action and to prepare a response.

Section 17.5

The employee will have fifteen (15) days to respond to the deciding official in adverse actions. This period may be extended upon mutual agreement between the employee and the Project.

#### Section 17.6

When an employee is charged with a serious offense(s) necessitating an immediate suspension under appropriate regulations, the notice period for disciplinary and adverse actions cited above shall not apply.

ARTICLE 18  
HOURS OF WORK

Section 18.1

The basic work day/week for employees of the unit will be established in accordance with OPM and Bureau regulations.

ARTICLE 19  
PERFORMANCE APPRAISALS AND ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 19.1

All eligible employees in the bargaining unit will be evaluated at a minimum, on an annual basis, under the performance evaluation system prescribed by the Department of the Interior and the Bureau of Reclamation, as approved by the Office of Personnel Management, to permit evaluation of job performance related to the employee's job.

Section 19.2

Within 30 days upon entrance on duty or the beginning of a new rating period, the Project will communicate in writing to each employee the performance standards and critical elements of the employee's position. Employees can assist in the identification of performance standards and critical elements. The Union and the Project will encourage such employee participation.

Section 19.3

All performance plans (performance standards and critical elements) will be reviewed by the reviewing official at the beginning of a new rating year. However, if an employee feels a performance standard or critical element is unfair, he/she may request a review of the standard and elements by the reviewing official within ten (10) workdays after the standards and elements are received by the employee. The Reviewing Official's decision is final.

Section 19.4

The minimum appraisal period is the amount of time, in calendar days, that the employee must be in a Reclamation position, performing under performance standards, in order to be eligible for an interim or annual rating. The minimum appraisal is 90 days.

Section 19.5

Specific written notice of performance deficiencies in critical elements will be made to the employee, specifying: examples of less than fully-successful performance; what improvement is required for the employee to be rated at the fully-successful level; and an opportunity period during which the employee must bring his/her performance up to a fully-successful level. The length of time this opportunity period will always be not less than sixty (60) calendar days from the date of the notice. When appropriate, the supervisor will assist the employee in attempting to improve the employee's performance. Counseling and assistance may also be afforded the employee to remedy the performance deficiencies. Employees whose performance fails to

improve within the identified opportunity period will be given advance notice of any proposed action based on deficient performance. This notice will contain instances of unacceptable performance by the employee. Employees will have an opportunity to respond orally and in writing to the proposed action.

#### Section 19.6

If performance improves to a fully-acceptable level during the notice period, and if the employee's performance continues to be acceptable for one (1) year from the date of the advance notice, the Project will destroy records consistent with the Department and Bureau regulations.

#### Section 19.7

Nothing in this article shall preclude the Project from exercising the right to take action for unsatisfactory performance at times other than the annual performance appraisal period.

#### Section 19.8

Nothing in this article shall affect Management's retained right to reassign, direct, lay off, retain employees, remove, reduce in grade or pay, or take other disciplinary action against employees.

#### Section 19.9

(A) Employees will receive written notice of a proposal of removal or demotion for unacceptable performance. Such notice will be at least thirty (30) days prior to the effective date. The proposal will include specific instances of unacceptable performance and explain how the employee's performance had not improved during the opportunity period.

(B) Employees will be given fifteen (15) days to respond orally and/or in writing to the proposal. The deciding official will be higher than the proposing official.

(C) The deciding official will issue a decision in writing as soon as possible after receiving the employee's response. If the decision is to demote or remove the employee, the decision will notify the employee of the right of appeal to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure (but not both). The decision will provide the address for the appropriate MSPB office and the name and duty telephone number for union President, as well as the time limits for appealing through either route.



(D) The procedures of the Employee Assistance Program must be considered and made available to any employee who so requests prior to initiating action based on unacceptable performance.

## ARTICLE 20

### ANNUAL LEAVE AND VACATIONS

#### Section 20.1

Annual leave will be scheduled according to the needs of the Project. To the maximum possible extent, leave scheduled shall include at least one period of 80 hours for vacation purposes for each permanent employee.

## GENERAL BENEFITS

### Section 21.1

The following benefits are provided or granted by the United States to eligible employees in accordance with applicable statutes, Office of Personnel Management (OPM) rules and regulation, Department of the Interior (Department) and the Bureau of Reclamation (Bureau) rules and instructions or other authority.

- (A) Leave
- (B) Retirement Benefits
- (C) injury Compensation
- (D) Unemployment Compensation
- (E) Social Security
- (F) Group Life Insurance
- (G) Group Health Insurance
- (H) Federal Holidays
- (I) Per Diem
- (J) Government Employee's Training Act

In addition to the benefits specified above, employees covered by this agreement may be entitled to other applicable privileges and benefits provided by the United States for all Federal employees.

