

CONTRACT

US DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

LOWER COLORADO REGION

**Boulder City, Nevada - Regional Office
Wage Board Employees**

AFGE LOCAL 1978

Effective Date July 15, 1999

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PREAMBLE

In accordance with Chapter 71 of Title V, Public Law 95-454 (Statue) or any other applicable laws, acts, or legislation which may be in place, the following Articles of this basic Agreement, together with any and all supplemental Agreements and/or amendments which may be agreed to at a later date, constitute a complete collective bargaining Agreement by and between the United States Department of Interior, Bureau of Reclamation , Lower Colorado Region, Regional Office (RO), and the American Federation of Government Employees (AFGE), Local 1978, hereinafter referred to as Union and collectively known as the PARTIES for the employees in the unit described in Article 1, hereinafter referred to as the EMPLOYEES. The Department of the Interior is identified as INTERIOR/AGENCY/EMPLOYER.

This Agreement is entered into pursuant to the Certificate of Representative dated July 16, 1979. This Agreement applies only to those employees and positions in the bargaining unit as define3d in Article 1 and cannot cover or impact upon in any manner persons or positions not within the coverage of the certification of exclusive recognition.

ARTICLE 1 – COVERAGE

Section 1.1

The Employer recognizes that the Union is the exclusive representative of all employees in the unit as defined below:

Included:

All wage board employees employed at the Lower Colorado Regional Office, Bureau of Reclamation, United States Department of the Interior.

Excluded:

General Schedule employees, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management official's supervisor as defined in the Act, and employees included in existing bargaining units.

ARTICLE 2 – PURPOSE

Section 2.1

The parties to this Agreement recognize that they have a mutual interest in the effective accomplishment of the assigned responsibilities of the RO, and that their mutual interest will be furthered by the establishment and maintenance of this Agreement. It is recognized, therefore, that the participation of the employees through their Union in the formulation and implementation of personnel policies and procedures which so vitally affect them will contribute substantially to the improvement and efficient administration of the public service.

In the administration of all matters covered by this Agreement, the parties are governed by current government-wide laws, rules and regulations. In the event the current laws, rules and regulations are amended or revoked which create a conflict between the terms of this Agreement, the provisions of such laws, rules and regulations shall supersede the provisions of this Agreement.

ARTICLE 3 - PARTNERSHIP COUNCIL

Section 3.1

The parties acknowledge that they have a common interest in the improvement of the operations of the RO and in the well-being of its employees.

Section 3.2

To achieve this objective, this unit is included as part of the umbrella partnership between RO Management and AFGE. Both parties will encourage problem solving at the lowest level of the organization.

ARTICLE 4

EFFECTIVE DATE, DURATION AND AMENDMENT OF AGREEMENT

Section 4.1

The effective date of this Agreement shall be the date approved by the Department of Interior or 30 calendar days after the execution by the parties whichever occurs first. This Agreement shall remain in effect for 3 years; however, the Agreement shall be automatically renewed 3 years from the effective date and on each subsequent anniversary thereafter, unless amendment is sought by either party. Request to amend the Agreement must be provided by either party to the other party, between 90 and 60- calendar days prior to the anniversary date, which is 3 years after the date the Agreement is approved by the Department. During the first 3 years of the Agreement, if the parties mutually agree, the contract may annually be reopened to amend terms of the contract for an improved labor management relationship. The decision of either party not to reopen shall not be appealable in any forum.

Section 4.2

When negotiations are necessary, the parties will negotiate with teams of no less than two members and not to exceed 3 members, with all having voice at the table. It is agreed that both teams will have an equal number of members. However, only the chairpersons of the teams can commit the parties to agreement. The designation of the chairperson of each team shall be identified in writing to the other party prior to the initiation of negotiations. The party requesting that negotiations be opened, will provide their proposals/issues for negotiations within 45-calendar days after notice is given that they wish to negotiate changes to the Agreement. The parties will then within 15-calendar days sit down to commence negotiations on the issues in question. When both parties wish negotiations to be opened, they will mutually exchange bargaining proposals/issues and commence negotiations within the timeframes cited above. New subjects may be considered in negotiations by mutual agreement.

Section 4.3

The parties will initial each article and section as agreement is reached.

Section 4.4

The negotiation teams will negotiate written ground rules which include the amount of duty time each team will use to prepare for negotiations, dependent upon the extent of issues the parties are addressing. both teams will initially be provided equal amounts of time. Additional time may be mutually agreed upon, as necessary. The parties will negotiate to agreement or impasse on all issues submitted in accordance with Sections 4.1 and 4.2. The parties agree to utilize the services of Federal Mediation Conciliation Services (FMCS) to facilitate negotiations as necessary. After all issues have been considered, if agreement has not been achieved, either party may declare impasse. At that time, the procedures of the Federal Service Labor-Management relations statute for impasse mediation and resolution will be followed.

Section 4.5

This written Agreement shall be amended as required to comply with law, court decisions, executive orders, or regulations in accordance with instructions set forth by the Secretary of the Interior; and as mutually agreed upon by the parties. Requests for amendments/modifications must be in writing and accompanied by a summary of the modifications or amendments proposed.

Section 4.6

This Agreement supersedes all previous Agreements and past practices in conflict with this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1

The Employer retains all the authority granted to it by law and regulations such as, but not limited to, the right to:

- a. determine the mission, budget, organization, number of employees, or internal security practices of the agency;
- 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 the 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 appropriate source; or
- e. take whatever actions may be necessary to carry out the mission of the agency during emergencies.

Section 5.2

Nothing in this Agreement shall preclude the RO and the Union from negotiating 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. Also, negotiable are the procedures which Management officials of the RO will observe in exercising any authority under this Article, or appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement.

Section 5.3

The Employer retains all normal functions of management including supervision of employees and exclusive direction of the affairs of the Employer.

Section 5.4

As an integral part of its authority to determine the Employer's organization and to assign, direct, and appoint employees, the Employer retains full and final authority to establish performance standards and critical elements of positions of all its employees.

Section 5.5

During a period of emergency declared by the Employer, the Employer reserves the right to take all actions deemed by the Employer to be necessary or desirable, notwithstanding any of the provisions of this Agreement. Consistent with security and legal requirements, the Union may, upon request, be furnished an explanation as to the nature and reasons for the emergency.

Section 5.6

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.

ARTICLE 6 - EMPLOYEE RIGHTS

Section 6.1

The Employer and the Union recognize that each employee shall have the right to form, join, or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such rights. Such rights include the right:

- a. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- b. to engage in collective bargaining with respect to conditions of employment through the representatives chosen by employees under the Statute.

Section 6.2

No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical disability, lawful political affiliation, or due to a member's active participation in the Union.

Section 6.3

Every employee shall have the right to bring matters of personal concern to the attention of officials who administer the Employee Assistance Program (EAP) and to an appropriate Union representative. Matters of personal concern are not grievable under the negotiated grievance procedure except where they are related to an interpretation or application of specific articles of the Agreement.

Section 6.4

The Employer will take such action consistent with Federal laws and regulations as may be required in order to assure that all employees are apprised of their rights in writing annually, as directed in Federal laws and regulations.

Section 6.5

Nothing in this Agreement shall require an employee to become or to remain a member of the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Voluntary allotments may be requested by the employees (see Article 17).

Section 6.6

Employees new to the RO who are placed in a bargaining unit position will be notified at the time of their entrance on duty that the Union is their exclusive representative and shall be provided with a copy of this Agreement with an attachment showing the name and telephone number for the Union contact person.

ARTICLE 7 - UNION RIGHTS

Section 7.1

The Union shall be recognized as the exclusive representative of all employees of the bargaining unit and is entitled to act for and negotiate agreements with the Employer covering those employees. The Union has the right to be represented at:

- a. any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment; or
- b. any examination of an employee in the Unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

Section 7.2

The Union shall have the prerogative to present its views on conditions of employment issues to the Employer, either orally or in writing. If the parties mutually consent, they shall meet in a timely manner to attempt understanding and/or resolution of the matter which created the concern.

Section 7.3

The Employer shall provide the Union at least 15-calendar days advance notice of the date, time, and location of orientation meetings that may be held for groups of new employees pertaining to conditions of employment. The notice shall include a listing of all personnel who may be in attendance. The Union shall be afforded the opportunity at such meetings to state it is the exclusive representative of the employees; to inform the employees of their right to join or refrain from joining the Union without fear of penalty or reprisal; and to hand out materials on the role of the Union including identifying Union Representatives.

Section 7.4

The RO agrees to respect the rights of the Union. The Union has a right to propose procedure or appropriate arrangement bargaining on new policy, changes in policy, or changes in working conditions.

Section 7.5

The Union shall have the right to discuss with the Employer any dispute or complaint concerning the interpretation or application of this Agreement.

ARTICLE 8 - UNION REPRESENTATION AND OFFICIAL TIME

Section 8.1

The Employer will recognize the officers and stewards authorized by the Union to represent employees covered by the terms of this Agreement.

Section 8.2

The Union President, or his/her designee, will be the main Union contact for the representatives of the Employer.

Section 8.3

Stewards:

- a. The Union has the right to designate stewards.
- b. Normally, one steward and/or officer may be appointed from within any one organizational entity of the Employer for each 25 bargaining unit employees or increment thereof in that organizational entity. This can be based upon any organizational entity, depending upon where that organizational entity reaches the 25-bargaining unit employee standard. Any problems created by this ratio and designation procedure should be mutually resolved by the involved manager and the Union representative.
- c. The Union shall supply the Labor Relations Officer, in writing, and shall maintain on a current basis, a complete list of all Union officers and stewards. When the Union completes arrangements for the assignment of Union stewards by assigned organization(s) represented, the list will also include this information. The Employer will provide this information to supervisors and managers who have a need to know.

Section 8.4

Official Time for Officers and Stewards: It is agreed that the determination as to what constitutes a "reasonable" amount of time will be made by Management on a case-by-case basis after consultation with the assigned Union representative. Any dispute relating to "reasonable" will be resolved through interest-based problem solving between the Unit Vice President and Management.

- a. Union officers and stewards will be granted reasonable amounts of official time to investigate a grievance/complaint, to meet with the supervisors/managers to resolve or present a grievance or be present at formal discussions between the Employer and employees concerning personnel policies, practices, or other matters affecting working conditions. The Union recognizes its obligation to ensure official time for representational purposes is not abused.
- b. The parties agree that all requests for official time shall be reasonable, necessary, and in the public interest. Further, the parties acknowledge that the use of official time by Union representatives is guaranteed by Statute, and that when the time is used it is subject to assuring that the work of the unit is accomplished on a timely basis.

Section 8.5

The following procedures will be followed when Union representatives need official time for representational activities.

a. The Union representative will apprise Management of the need for use of official time. If the time requested receives the concurrence of the supervisor, the Union will assure the employee being represented has approval to be absent from his/her workplace. If the Union representative cannot be spared at the time requested, the supervisor will identify an alternate time, within the next 2-work days, when the representative can be spared for the time estimated for the activity. The Union representative will then proceed to coordinate with the employee being represented.

If any delay in the processing of a complaint has any impact on timely action under the grievance procedure, the time limit shall be extended for a period of time equal to the delay.

b. The Union representative will notify his/her supervisor when the Union activity is concluded, and the representative has returned to the work area. The amount of time utilized for Union activities will be recorded on the daily time and attendance record under an appropriate job code for Union representational activities.

Section 8.6

The Union shall be allowed a bank of 40 hours of official duty time each calendar year for representatives to attend Union-sponsored and other training sessions, provided the training is of concern to the employees in their capacities as Union representatives and is of mutual benefit to the Partnership. All of this time may be pooled for use by any or all Union representatives. A written request for excused absence will be submitted at least 2 weeks in advance by the Union to the Labor Relations Officer along with the curriculum of the intended training that outlines the duration, purpose, dates and nature of the training. The Union will be notified of approval or rejection of the request. There shall be no cost to the RO for travel or per diem for Union-sponsored training.

Internal Union matters, such as dues collection, election of officers, appointments of Union representatives, and solicitation of membership shall not be training session topics and shall not be deducted from bank of training hours. The parties recognize that the purpose of training is to educate officers and Union representatives to better understand the Union-Management contractual relationship under the terms of this Agreement.

ARTICLE 9 - FACILITIES AND SERVICES

Section 9.1

Upon request, the Employer agrees, when practicable, to provide meeting facilities during non-duty hours for Union meetings. Should the Employer determine that they have need of the room scheduled for the Union meeting, the Union will be notified as soon as possible. If such notification is not provided within 2-calendar days of the scheduled date, the Union shall have the right to consult with the Employer to make arrangements for another room. With the concurrence of the parties, a meeting room shall be provided by the Employer. The Union shall leave the meeting room in the same condition as it was prior to use.

Section 9.2

The parties agree that in order to effectively represent bargaining unit employees, the existing facilities and services will continue to be utilized by the Union when conducting representational duties.

Section 9.3

Space on bulletin boards shall be available for use by the Union for posting of notices and literature of the Union. The Union will be exclusively responsible for all posting, updating and/or removal of material. Copies of material posted shall be furnished to the Labor Relations Officer. Material posted on bulletin boards shall not reflect negatively on the integrity or motives of the Employer, any individuals, other labor organizations, government agencies, or activities of the Federal Government.

Section 9.4

The Employer shall furnish copies of this Agreement to all bargaining-unit employees and their supervisors and 10 copies to the Union. The cost of printing this Agreement shall be borne by the Employer.

Section 9.5

Upon written request, the Employer agrees to furnish the Union a list of current bargaining-unit employees within 15-calendar days of receipt of the request from the Union but not more often than on a quarterly basis. The listing will include the name, position title, pay plan, occupation code, grade level, and organization code.

Section 9.6

The Employer shall provide the Union with access to laws, rules, regulations, policies and procedures and other related official publications of a nonconfidential nature that the Union might need to carry out its representational functions.

Section 9.7

Union's name, mail code, and extension shall be listed in the telephone directory.

Section 9.8

The computer and voice-mail passwords for Employees will remain confidential unless there is a situation whereby the supervisor cannot locate his/her staff member to obtain information that is

essential to the operation of the Employer. A record will be kept by the Information Resources Management Office of access granted to supervisors and/or any other individual.

Section 9.9

Employees will be provided access to the Regional Office LAN (local area network). Each employee will have their own account and will be responsible for using the system in accordance with Reclamation laws and policies.

ARTICLE 10

GRIEVANCE AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

Section 10.1

The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances. The negotiated procedure shall be the exclusive procedure for employees in the unit for resolving such grievances covered by this Agreement.

Section 10.2

Definition: A grievance is defined as a violation of this Agreement or altering of hours or working conditions where the remedy is within jurisdiction of local Management. A grievance may be filed by either the employee or the Union. The Union or the Employer can file grievances concerning the effect of interpretation, or a claim of breach, of this Agreement.

Section 10.3

This negotiated grievance procedure does not apply to any of the following matters:

- a. violation relating to political activities prohibited under 5 U.S.C. 7321;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for National Security reasons (see 5 U.S.C. 7532);
- d. any examination, certification, appointment, or license necessary to perform work relating to employment;
- e. the classification of a position which does not result in the reduction in grade or pay of an employee;
- f. issues of discrimination based on race, color, religion, sex, age, national origin, handicapping conditions, marital status, or political affiliation;
- g. laws, regulations and policies not related to an employee's working conditions;
- h. the content of laws, and regulations;
- i. the content of performance standards or elements;
- j. non-selection for promotion from a group of properly ranked and certified candidates unless the basis of the grievance involves a statutory violation, and nonreceipt of a noncompetitive promotion;
- k. proposals to take disciplinary or adverse action;
- l. failure to remove a Letter of Warning or a Letter of Reprimand from official records prior to the regulatory expiration date;
- m. an action terminating a temporary promotion within a maximum period of 2 years and returning the employee to the position from which he/she was temporarily promoted, unless the termination would constitute a prohibited personnel practice;
- n. termination of probationary or temporary employees;
- o. performance improvement plan notices;
- p. reduction-in-force; and
- r. the non-receipt of an incentive award.

Nothing in this section shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board (MSPB) or processing any prohibited personnel practice defined

in law through statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this Agreement (see Article 18 Discipline and Adverse Actions for definition of adverse action).

Section 10.4

This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievance except as provided in Section 10.5 of this Article.

Section 10.5

An aggrieved employee affected by removal or reduction-in-grade based on unacceptable performance, or other adverse action, may at his/her option raise the matter under a statutory appellate procedure (MSPB) or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to 5 U.S.C. 7121(e) (Grievance Procedures), an employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 10.6

A grievance may be undertaken by the Union, an employee, a group of employees, or the Employer. Only the Union or representative approved by the Union may represent employees in such grievances. The Union and the employee will both sign grievances undertaken by the Union. In exercising their right to present a grievance; Union representatives will be free from interference, restraint, coercion, discrimination, or reprisal. An employee may exercise the right to file a grievance without Union assistance. Any employee may personally present a grievance, and have it resolved without representation by the Union, provided that the Union will be given the opportunity to be present at all discussions between the Employer and the employee in the grievance process and resolution. Any resolution must be in compliance with the provision of this Agreement.

Section 10.7

If designated as representative, the Union will attempt to discourage a grievance if it believes the grievance has no merit or if there is insufficient evidence.

Section 10.8

Informal Procedure: An employee or the Union may present a grievance concerning a continuing condition or practice at any time, but a grievance concerning a specific incident must be presented within 15-calendar days of the occurrence of the incident, or of the date the employee or the Union becomes aware of it.

Section 10.9

Prior to processing a grievance under the formal procedure described in Section. 10.11 of this article, the employee and/or the Union will exercise the alternate dispute resolution process described in Section 10.10 of this article.

Section 10.10 –

Alternative Dispute Resolution: The Union and the Employer agree that as partners they shall pursue all possible avenues to resolve the grievance at the informal stage. The parties agree that the alternative dispute resolution process will be to resolve issues or controversy at the lowest possible level including

interest-based problem solving, facilitation and fact finding, or any combination thereof, and shall be utilized prior to progressing to the formal grievance procedure.

If resolution is reached by using this process, a written agreement will be developed and signed by all concerned parties and that particular issue will be deemed resolved.

Section 10.11

Formal Procedure: If the employee or the Union fail to resolve the problem utilizing the procedures described in Section 10.10 of this article, the employee or the Union, if designated as representative, may, within 15-calendar days, from unfavorable decision initiate the formal procedure by presenting a grievance form to the deciding official or designee. The written grievance will provide 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. Either party may then request that a meeting be held on the matter, or the parties may agree that no meeting be held. If either party elects a meeting, it shall take place within 15-calendar days of the submission of the written grievance for the purpose of discussing the matter at issue. The foregoing meeting will take place between next higher level supervisor or designee above the level of supervision at the informal step, unless that individual has been involved in the informal stage or is a party to the grievance, in which case the grievance will be presented to the next higher level of supervision, any other management representatives the Employer deems necessary, the grievant and/or the grievant's Union representative. The deciding official's written decision will be given to the aggrieved within 15-calendar days of the close of the meeting, if one is held, or within 15-calendar days of receipt of the grievance if no meeting is held.

The grievance presented at the formal step must be the same grievance as presented at the informal step and the settlement may not be expanded beyond the settlement requested at the informal step. The employee may list persons who are recommended for interview and indicate their relevant knowledge.

Should the Union be dissatisfied with that response, it may initiate the arbitration procedure in accordance with Article 11.

Failure on the part of the aggrieved or the Union to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the Employer to meet any of the requirements of the procedure will permit the aggrieved or the Union to move to the next step.

If the employee or the Union does not elevate the grievance within the 15-calendar day time frame, the grievance shall be determined to be resolved.

Section 10.12

The time limits specified in this article may be extended by mutual agreement of the Union and Management or the designated representative when extenuating circumstances exist. The parties may agree in writing to waive any step of this procedure

ARTICLE 11 - ARBITRATION

Section 11.1

Arbitration: Only the Employer or the Union may invoke arbitration.

a. Should the Union be dissatisfied with the answer of the Employer in Article 10 of this Agreement, it may, within 15-calendar days initiate the arbitration process. The party initiating arbitration may request that the Federal Mediation and Conciliation Service (FMCS) submit a list of 5 arbitrators. As appropriate, the parties may jointly request that the FMCS provide arbitrators with certain specialized experience.

Section 11.2

The parties shall meet within 15-calendar days of the receipt of the list of arbitrators and attempt to define the unresolved issue(s) and to agree upon an arbitrator. If they do not agree upon one of the listed arbitrators, then the parties shall each strike one name from the list until one name remains. The first party to strike shall be determined by a toss of a coin. The remaining person shall be the duly selected arbitrator. If the parties fail to agree within 5-calendar days on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

If resolution of a grievance involves a dispute concerning interpretation of a law or regulation, the issuing agency will be requested to furnish its interpretation to the parties to be submitted to the arbitrator. If the interpretation of a regulation is pertinent to resolving a grievance, arbitration services will not be secured until a written authoritative decision is obtained, or 30-calendar days calendar. have elapsed from the date the arbitrator was selected, whichever comes first, unless both parties agree to waive this provision. The arbitrator will not have authority to interpret Government wide laws or regulations. The arbitrator will be guided by applicable laws and regulations as interpreted by the issuing agency at the time the incident leading to the grievance occurred. The arbitrator will not be bound by interpretations which are issued after such time but will give them consideration if they are presented to the arbitrator prior to a decision being rendered.

Section 11.3

The arbitrator's fees, transcript, and all other expenses of the arbitrator, if any, shall be borne equally by both parties, except if a service (such as a transcript) is requested by only one party, that party will then be responsible for that expense and the service will not be provided to the other party.

Section 11.4

The arbitrator shall be requested to render a decision as quickly as possible. The arbitrator's decision shall not have the effect of adding to, subtracting from, altering, amending, or modifying any provision of this Agreement.

Section 11.5

The decision of the arbitrator shall be final and binding except that the parties reserve the right to take exception to any award. Only the Employer or the Union may take exception to arbitrator's awards pursuant to an arbitration. Exceptions to arbitral awards may be filed with the Federal Labor Relations Authority by either party in accordance with the Statute.

Section 11.6

All time limits herein may be extended by mutual agreement of the parties. The initiator of a formal grievance may terminate it by written notification to the deciding official through the Labor Relations Officer. Failure of the initiating party or employee to comply with stated time limits constitutes grounds for denying or terminating the grievance. Issues which are not directly related to the original grievance may not be raised after the first step has been initiated.

Section 11.7

If similar grievances are presented at approximately the same time, with concurrence of the parties, they may be treated as a group grievance.

ARTICLE 12 - MATTERS APPROPRIATE FOR NEGOTIATION

Section 12.1

It is agreed and understood that matters appropriate for discussion and negotiation between the parties are personnel policies and practices, programs and procedures related to working conditions which are within the discretion of the Employer including, but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, granting leave, promotion plans, details, pay practices, reduction- in-force practices, and hours of work. The Union shall be notified of proposed changes in the foregoing and will be given the opportunity to bargain the procedure or appropriate arrangement of the issue(s) prior to implementation.

Section 12.2

If the Union desires to negotiate concerning the changes, it must notify the Employer in writing within 5 workdays of the notification. The Union will then have an additional 15-calendar day to submit a written proposal or request interest-based bargaining.

Section 12.3

In emergency situations, the Employer shall make changes as necessary to deal with the emergency. It is understood that the emergency change shall be in effect for the duration of the emergency only. Management will notify the Union of emergency related changes as soon as practicable.

ARTICLE 13 - PERFORMANCE APPRAISAL SYSTEM

Section 13.1

The parties agree that a well-structured performance appraisal system results in mutual benefits.

Section 13.2

Performance will be evaluated in accordance with current Departmental Manual 370 DM 430. At such time as this manual is canceled, withdrawn or otherwise modified, the parties agree to meet and negotiate on performance evaluation procedures for employees covered by this Agreement.

Section 13.3

Employees who receive an annual performance rating of "results not achieved" may file a grievance utilizing the grievance procedure outlined in Article 10 of this Agreement. The grievance must state specific reasons why the rating should have been higher than "results not achieved". Ratings of "results achieved" are not grievable under this Agreement.

ARTICLE 14 - EQUAL EMPLOYMENT OPPORTUNITY

Section 14.1

The Employer and the Union place a top priority on establishing and maintaining a standard of zero tolerance of illegal discrimination in all human resources and employment policies and practices. Discrimination on the basis of race, color, sex, national origin, age or physical or mental disabling condition, as defined by the appropriate laws, is prohibited. The Employer will continue to welcome constructive contributions from the Union and employees in the interest of meeting the Employer's goal of equal opportunity and highly valuing diversity.

Section 14.2

In compliance with the policy of assuring equal employment opportunity, the Employer will publish all required Equal Employment Opportunity (EEO) Policy Statements, Affirmative Action Plans. Final copies of each plan will be provided to the Union.

Section 14.3

The Employer will solicit constructive contributions from the Union to facilitate achieving the goal of a fully diverse workforce. The Union may submit proposals to be considered for inclusion in the Employer's Affirmative Action and Diversity Plan.

Section 14.4

The Employer shall make available to the Union, copies of EEO complaint procedures. The Employer will maintain a posting on official bulletins boards of current EEO Counselors and EEO Staff members who service bargaining unit positions.

Section 14.5

If employees feel they have been discriminated against because of their race, color, religion, creed, national origin, sex (including sexual harassment), age, or disability, they must attempt to resolve the complaint utilizing the Employer's Title VII EEO complaints process.

Section 14.6

It is agreed and understood that when allegations of discrimination covered in Section 14.5 of this Agreement arise during discussion with an employee, the Union Representative will immediately notify the employee of his/her right to file a complaint utilizing the Employer's Title VII EEO complaint process. The Union Representative will also notify the employee that there are time frames in which to file the complaint, and that he/she should immediately contact an EEO Counselor or EEO Staff member if he/she wishes to file a complaint.

ARTICLE 15 - REDUCTION-IN-FORCE

Section 15.1

Reduction-in-Force (RIF) will be made in accordance with laws, rules, regulations, policies and procedures in effect at the time of the RIF.

Section 15.2

When possible, the Employer will notify the Union at least 15-calendar days prior to issuing notice(s) of RIF involving employee(s), and to inform the Union of the reason for the RIF, the affected competitive levels within the Union's bargaining unit, and the number of employees in the levels initially affected. After giving each affected employee initial notification of his/her RIF, the Employer will notify the Union, in writing, concerning the numbers and types of positions initially affected, and the date the action is projected to become effective. In the event a group meeting with all affected employees is conducted by the Employer to explain the RIF procedures and answer pertinent questions, a Union representative shall be invited.

Section 15.3 The Employer will consider filling vacancies with qualified employees who are being affected by the RIF prior to recruiting to fill the position.

Section 15.4

When an offer of repromotion is made, the employee will indicate in writing either acceptance or refusal to accept the repromotion. Declination of a promotion offer to the employee's previous grade of a position will end eligibility for priority consideration.

Section 15.5

The Union shall have the right to designate in writing a Union representative to review retention registers containing the names of bargaining unit members. Union requests for other related records shall be subject to review by the Employer. Among the criteria for review shall be the Privacy Act, confidentiality restrictions, and the relationship of the Union's request to its representational responsibilities under this Article.

Section 15.6

The Employer shall attempt to minimize displacement actions incurred by a RIF to the extent feasible through reassignment, retraining, and other actions that may be taken to retain employees.

Section 15.7

The Employer agrees that employee(s) may be represented by the Union in briefings, counseling sessions, or meetings. The role of the Union will be to facilitate employee understanding of the RIF process.

ARTICLE 16 - LEAVE

Section 16.1

Annual Leave: Employees and supervisors are jointly responsible for scheduling annual leave throughout the year so employees are not forced to lose it because of year-end workload needs.

Section 16.2

Work permitting, the Employer shall maintain a liberal leave policy in the following circumstances:

- a. death in the employee's immediate family;
- b. illness in the employee's immediate family where the employee's care and attendance is required;
- c. religious holidays associated with the religious faith of the employee (see Section 16.19 of this article);
- d. emergency situations requiring the immediate attention of the employee, provided the employee explains to the supervisor the nature of the emergency; or
- e. attendance at conventions of civic or other nationally recognized organizations of which the employee is an officer or a contributor on the agenda, and attendance at the national AFGE conventions by officers of the Union.

Section 16.3

Annual leave shall be charged in increments of 15 minutes.

Section 16.4

Unscheduled Absence: Employees absent from work because of unforeseen circumstances must personally notify their supervisor as early as practicable on the first and each day of the absence, but no later than ½ hour after the start of the shift, unless otherwise designated. Notification from other than the employee will not be accepted unless the employee is too physically incapacitated to call. Should the employee be unable to personally contact the immediate supervisor, the employee shall contact the persons in the order that the supervisor has designated, in writing, for such purposes. In all instances, the employee must personally speak to one of the designated contact persons. It is not acceptable to leave a voice message or to leave a message with a nonsupervisory employee, unless in accordance with the above instructions. If this procedure is not followed, the supervisor may disapprove the leave and may charge the absence to AWOL in accordance with Section 16.15 of this Article.

Section 16.5

Sick leave may be used for medical, dental, and optical examination or treatment. Approval for such leave must be sought at least 48 hours in advance from the employee's supervisor if reasonably possible, and if not, as far in advance as is reasonably possible.

Section 16.6

Periods of absence or sick leave in excess of 3-consecutive workdays must be supported by a medical certificate. If, in the judgement of the supervisor, the illness or injury did not require the services of a physician, the employee may provide a signed statement explaining the nature of the illness in lieu of a medical certificate. The employee will make a reasonable attempt to provide a medical certificate by the last day of the pay period in which the illness occurred.

Section 16.7

When the supervisor has reason to believe the employee is abusing the sick leave privilege, the supervisor may advise the employee of the questionable sick leave record and the reasons why the employee is suspected of abusing sick leave. If there is not a reasonable improvement in the sick leave record, the employee will then be notified in writing that all future requests for sick leave must be supported by a medical certificate. The written notification requiring an employee to provide a medical certificate will be reviewed at least every 12 months from the date of the written notification.

Section 16.8

Medical certificates shall be signed by a physician or practitioner and shall contain the following information:

- a. the date(s) the employee was incapacitated for duty;
- b. the physician's or practitioner's name, address, and telephone number;
- c. a statement of the nature of the illness or injury; and
- d. the date the employee is expected to return to work.

Section 16.9

The Union will encourage the responsible use of sick leave and may counsel an employee who the supervisor determines may be abusing sick leave.

Section 16.10

Employees who are incapacitated for duty because of serious illness or disability involving personal hardship may be advanced sick leave not to exceed 30-workdays (240 hours), subject to established approval procedures. Sick leave will not be advanced in cases where there is reasonable doubt that the employee will be able to repay the advance.

In addition, sick leave may or may not be advanced in cases where the incapacitation of the employee could reasonably have been anticipated and planned, e.g., cosmetic surgery. In such cases, the specific circumstances of the individual situation will be reviewed prior to a decision being made on advancement of sick leave.

Accumulated sick leave must be exhausted prior to any advance. Sick leave is advanced for not less than 1 nor more than 30-calendar days during the leave year for full-time employees or a prorated number of days for part-time employees.

Section 16.11

Sick leave shall be charged in increments of 15 minutes.

Section 16.12

Excused Absences - Excused absence is an absence from duty administratively authorized without loss of pay and without charge to leave. This is referred to as "administrative" leave for timekeeping purposes and is differentiated from official duty such as for training or detail. All excused absences should be documented to the appropriate code on timesheets. The most common reasons for excused absences are outlined below:

- a. Blood donation - Employees may be granted up to 4 hours for donating blood.
- b. Managerial decisions to close an office or project for short periods for making repairs, power failure, or other approved reasons.
- c. Physical examination - Employees will be excused when taking a physical examination required by the agency or when required for entry into the Armed Forces.
- d. Relocation - Supervisors may excuse from duty an employee relocated within Reclamation at Government expense for a maximum of 16 hours to conduct pre-move and/or post-move personal business.

The 16-hour maximum applies to the original and new duty station and represents a total number of hours which may be excused. An additional 16 hours, if needed may be granted to an employee to seek permanent residence at the new duty station provided the employee has not been authorized an advance house hunting trip. Excused leave for relocation activities cannot be granted beyond 60-calendar days of the date the employee officially reports to duty at the new duty station.

Section 16.13

Leave Without Pay (LWOP): An employee may be granted LWOP for purposes where benefit to the Employer would result. An employee, when selected by the Union, may be granted accrued annual leave or LWOP to accept a temporary labor organization position or to attend conventions or meetings of labor organizations, consistent with workload requirements of the Employer. LWOP to accept a temporary labor organization position shall not exceed 1 year in any 10-year period for any selected employee.

Section 16.14

An employee in LWOP status shall accrue rights and privileges regarding service credit, retention rights during a reduction-in-force, retirement benefits, and coverage under Group Life Insurance and Federal Employee's Health Benefits Programs in accordance with prevailing regulations. The employee may return to the position held prior to the approved leave of absence or to a similar position, unless such position is not available, or the employee applied for and is selected for a different position. Should the employee's position need to be permanently filled or abolished during the LWOP period, the employee will be notified and allowed to return to duty.

Section 16.15

Absence Without Leave (AWOL): Any absence not specifically approved by the supervisor or designee may be charged as AWOL. AWOL may, as the supervisor determines, be used as the basis for disciplinary action. AWOL differs from LWOP in that AWOL designates unauthorized absence, while LWOP designates unpaid leave approved by the supervisor.

Section 16.16

Maternity/Paternity Reasons: Length of absences for maternity purposes will be determined on an individual basis by the employee, their physician and their supervisor. Leave will be granted under existing Employer policies and regulations.

Section 16.17

Family and Medical Leave: In accordance with current law, an employee may be granted up to 12

workweeks of unpaid leave during any 12-month period for a serious health condition which renders the employee unable to work or is needed to care for a family member who has a serious health condition. Requests to use extended leave will be made in writing to the immediate supervisor not later than 30-calendar days before leave is to begin. The employee will be required to submit appropriate medical certification to the Employer along with the leave request prior to approval of the leave.

Section 16.18

Leave Share Program: The parties agree to support this program and encourage employee education. The leave share program will be in accordance with current laws, rules, regulations, policies and procedures.

Section 16.19

Religious Observances: To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the Employer's mission, and in accordance with law, and government-wide rules and regulations every effort will be made to accommodate the absence of an employee who wishes to attend or participate in the observance of the established religious holidays of their faith or whose personal religious beliefs require the abstention from work during certain periods of the working day or workweek. Requests for such absences shall be made to Management not later than 7-calendar days prior to the start of the observance. Upon approval of the absence, an employee may elect to use annual leave or previously earned compensatory time.

ARTICLE 17- PAYROLL ALLOTMENT FOR WITHHOLDING DUES

Section 17.1

Pursuant to this Agreement, the Employer and the Union agree to the inclusion of payroll deduction of Union membership dues. Employees covered by this Agreement may allot portions of their biweekly salary for remittance by the Employer of Union dues to the Union.

The Employer shall deduct Union dues from the pay of employees in the bargaining unit, subject to the following provisions:

- a. the Union agrees to procure SF-1 187s, "Request for Payroll Deductions for Labor Organization Dues" and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay; and
- b. the President or other authorized official of the Union will insert the amount to be withheld on the SF-1187, sign and date, and submit completed form to the Labor Relations Officer for processing.
- c. Allotments will be approved and processed by the Employer within 1 full pay period after receipt of the SF-1187.

Section 17.2

Once each year as applies to basic dues, or as required by changes in cost of Union benefit programs, the Union may notify the Labor Relations Officer of changes in the amount to be deducted from the salaries of employees who have authorized Union salary allotments. The Employer will effect such changes for the first pay period following receipt of such notifications unless a later date is specified in the notifications. Temporary increases in dues allotments will be allowed after consultation with, and concurrence by the Employer.

Section 17.3

The Union will promptly notify the Labor Relations Officer in writing when any employee who has authorized payment of salary deductions ceases to be a member in good standing. The Employer will notify the Union when changes in an employee's employment status make him/her ineligible for further deductions. At that time the Employer will inform the employee of his/her ineligible status. Should the employee fail to take action within 14-calendar days of the date of the Employer's notification, the Employer may take action to cancel the dues allotment.

Section 17.4

The Employer agrees to provide the Employer's payroll office with the appropriate mailing address of the Union official authorized to receive the remittance check. The President of the Union will immediately notify the Employer in writing of any change in the name and/or address of the financial officer of the Union.

Section 17.5

A member may voluntarily cancel an allotment for the payment of Union dues by filling out an SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues" and submitting it directly

to the Labor Relations Officer. Cancellation notices may also be submitted through the Union if the employee so desires. Employees may not revoke their elections for dues deduction earlier than 12 months following the date the deduction began except when they become ineligible or transfer out of the bargaining unit. The Union shall be promptly provided appropriate notification of the cancellation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

ARTICLE 18 - DISCIPLINE AND ADVERSE ACTIONS

Section 18.1

Disciplinary actions and adverse actions will be taken in accordance with applicable laws, rules, and regulations in effect at the time of the action. Disciplinary and adverse actions must be taken for such cause as will promote the efficiency of the service.

Section 18.2 Disciplinary actions covered by the provisions of this Article are defined as letters of Warning, Reprimand, and Suspensions of 14-calendar days or less. Adverse actions covered by the provisions of this Article are defined as removals, suspensions of more than 14-calendar days, reductions-in-grade, reductions-in-pay, and furloughs of 30-calendar days or less for employees serving in bargaining unit positions at the time the action is initiated. The Employer and the Union agree that the Employer shall determine when the need arises for disciplinary/adverse action, and such action shall be carried out in a prompt and timely manner.

Section 18.3

Bargaining unit employees will be notified of the right to union representation prior to any meeting that may result in disciplinary or adverse action.

Section 18.4

Representation Rights and Duties (Weingarten Rights) - Section 7114 (a) (1&2) of Title S, U.S.C. is quoted below:

"(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at -

(A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if-

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation."

Section 18.5

Disciplinary actions may only be appealed through the negotiated grievance procedure. If employees feel that the discipline is a result of a form of discrimination, see Article 14. Adverse actions may be appealed 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 under the negotiated grievance procedure. Grievances shall be processed using the procedures described in Article 10 of this Agreement.

Section 18.6

The employee or the Union may grieve the issuance of the letter of reprimand using the negotiated grievance procedure (Article 10) but may not grieve failure to remove the letter from official records earlier than the regulatory expiration date which is 2 years from the date of issue. The employee and/or representative will be given the opportunity to review any and all evidence used and to provide a written reply to the charges, using the assistance of the Union as desired.

Section 18.7

In adverse action cases, the employee will be provided an advance written notice of at least 30-calendar days before the effective date of the proposed action unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, 5 U.S.C. 7513. In the event an employee is issued a notice of proposed adverse action, that employee must be afforded and made aware of all his/her rights. The employee and/or representative shall be given the opportunity to review any and all evidence used and to reply to the charges orally and/or in writing, using the assistance of the Union as appropriate. The employee and representative shall be given a reasonable amount of official time to review such evidence and prepare a reply. Consideration will be given to an extension of response time upon written request from the employee or his/her representative. Such request must include specific justification of extension.

Section 18.8

Proposed notices of disciplinary or adverse action are not grievable. Once discipline has been administered or the employee has been issued a letter of decision on a formal disciplinary action, the employee may then exercise the appropriate grievance or appeal procedures in accordance with the grievance procedure outlined in Article 10 of this Agreement.

ARTICLE 19 - PROMOTION AND OTHER ASSIGNMENTS

Section 19.1

Merit promotions and assignments will be made in accordance with laws, rules, regulations, policies and procedures in effect at the time of the personnel action and this Agreement.

Section 19.2

The Employer will ensure that all qualified applicants have an equal opportunity for promotion in accordance with Article 14 (Equal Employment Opportunity) of this Agreement. Selections for positions will be made without discrimination for any nonmerit reasons such as sex, race, color, religion, national origin, age, physical or mental handicap, political affiliation, marital status, or membership or non-membership in a labor organization.

Section 19.3

The Employer and the Union agree that it is the responsibility of the selecting official to select the qualified individual whom he/she believes will best meet the requirements of the position to be filled. The Employer retains the right to fill vacancies by any source such as promotion, reassignment, transfer, new appointment, etc.

Section 19.4

The Employer will attempt to inform applicants for merit promotion vacancies of the selectee's name within 15-work days of the effective date of the personnel action.

Section 19.5

Employees who believe they have incorrectly been rated ineligible may request, in writing, that the Human Resources and Affirmative Action Group Manager perform a redetermination of their eligibility. If, upon review, it is determined that the original rating was made in error, the employee will be afforded priority consideration for the next vacancy, with the same or similar qualifications requirement, in the same commuting area.

Section 19.6

The Human Resources and Affirmative Action Group will maintain a list of all Bureau employees who are eligible for priority consideration for placement. Employees demoted without personal cause will be advised of the "special consideration for repromotion" provisions for which they qualify in accordance with rules, regulations, and the procedures ensuring proper consideration along with their notice of the action.

Section 19.7

If selecting official(s) desire to conduct interviews, candidates shall be interviewed using the same job-related questions and criteria.

Section 19.8

In the interest of effective employee utilization, details to positions or work assignments requiring higher or different skills will be based upon bona fide need. Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel.

Section 19.9

At the employee's request, details of 30-calendar days or less will be documented by a memorandum signed by the supervisor. However, in order to obtain experience credit in the Official Personnel Folder (OPF), an employee is responsible for submitting an update to his/her employment application filed in the OPF for any periods of informal detail. A Personnel Action Request will be submitted for details in excess of 10-calendar days.

Section 19.10

The detail procedure shall not become a device to afford certain individuals a preferential opportunity to gain qualifying experience or to prevent others from gaining such experience.

Section 19.11

An employee will not be temporarily promoted and/or detailed to a higher paying position for more than a total of 120-calendar days in any continuous 12-month period without competition.

Section 19.12

The parties recognize that employees are responsible for reviewing their OPF to ensure that they are up-to-date and accurate prior to the closing date of a merit promotion announcement. Upon request, employees will be given the opportunity to review their OPF file and must share and assume responsibility for its accuracy.

Section 19.13

Employees who are demoted through no personal fault shall be enrolled in all priority/special placement programs for which they are qualified by applicable regulation and/or directive. Employees who apply for promotions to their former positions or equivalent or intervening positions, and who were demoted because of reduction-in-force, shall be considered for repromotion to such former positions or intervening positions prior to filling the position by any promotion action.

Section 19.14

A non-selected bargaining unit employee may request representation by the Union. An employee's access to promotion material is limited to information pertinent to him/her, excluding crediting plans and other documents protected by the Freedom of Information Act or the Privacy Act. The following information about specific promotion actions shall be available to an employee upon request:

- a. whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualifications requirements for the position;
- b. whether the employee was one of those in the group from which the selection was made;
- c. the name of the person selected; and
- d. in what area, if any, the employee should improve to increase chances of future promotion.

Section 19.15

Qualified employees who are assigned higher paying duties will have the action documented or compensated as follows:

- a. If the temporary assignment to a higher paying position where an employee is assigned to.

perform the full range of duties of a higher paying position lasts for 40 hours or more, the employee will be temporarily promoted. The appropriate personnel action must be processed prior to assuming the higher paying duties.

b. If the assignment to a higher paying position is less than 40 hours, the employee can document the training experience, provide the document to Management for signature, and send to the Human Resources Office to be placed in the official personnel folder.

ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 20.1

The parties will support and encourage participation in the Employee Assistance Program (EAP) in accordance with the agency EAP where necessary for mutual benefit.

Section 20.2

The Employer shall maintain an EAP which meets the requirements of applicable laws and regulations. The parties recognize alcohol and drug-related problems, including drug dependence and substance abuse, mental illness, and post-traumatic stress disorder as illnesses or problems which may impair work performance. All employees affected by these problems shall receive the same careful consideration and respect as employees who have other illnesses and shall have the right to participate in the EAP.

ARTICLE 21 - POSITION DESCRIPTIONS

Section 21.1

The Employer shall maintain current and accurate position descriptions for bargaining unit positions. If an employee believes that his/her position is inaccurate or believes that he/she is performing higher paying duties on a regular and recurring basis, he/she should discuss the duties and responsibilities with his/her supervisor.

Section 21.2

Employees shall be furnished a copy of their position description upon initial assignment to a bargaining unit position or when a change is made in the content of the position description. An employee may discuss with his/her immediate supervisor any changes to the position description.

Section 21.3

The Employer shall notify the Union after officially informing a bargaining unit member that his/her position has been changed to a lower paying position, but before the change is effective.

Section 21.4

The Employer shall attempt to ensure that bargaining unit employees in the same organizational entity, who have identical position descriptions, receive fair and equitable treatment with regards to job assignments. Employees who are not performing at a "results achieved" level, or who are in a performance opportunity period, are not covered by this section.

ARTICLE 22 - CONTRACTING OUT

Section 22.1

The Employer agrees to notify the Union when considering to contract out any function/work that is currently being performed by unit employees to give the Union the opportunity to request bargaining as appropriate.

Section 22.2

The Employer agrees to notify the Union regarding any function designated for study which is currently being performed by unit employees. The Union will be given the opportunity to review any appropriate documentation and/or meet with Employer to present their views, suggestions, or recommendations.

Section 22.3

The Employer will provide to the Union the resulting total cost figure of the apparent low bidder and the in-house cost estimate figure at the time this information can be released in accordance with acquisition regulations.

Section 22.4

If a function is to be contracted out, the Union will be notified in writing and given the effective date of the contract and afforded the opportunity to negotiate the impact and implementation of the contracting out action. Written proposals shall be provided within 15- calendar days after receipt of notification unless the parties mutually agree to an extension to the response deadline.

Section 22.5

When a function is contracted out the Employer agrees to take all appropriate action to attempt to minimize the impact on employees in accordance with Article 15 (Reduction-In-Force)

ARTICLE 23
INFORMAL RESOLUTION OF
UNFAIR LABOR PRACTICE ALLEGATIONS

Section 23.1

The parties recognize that law and regulation encourage the resolution of Unfair Labor Practice (ULP) allegations in an informal and voluntary manner. To this end, the party making a ULP allegation shall provide written notification of such intent to the other party 15- calendar days prior to filing an allegation with the Federal Labor Relations Authority (FLRA). The charging party shall allow 15-calendar days for discussion and/or resolution of the dispute before filing a formal charge.

Section 23.2

The ULP allegation will be considered settled and resolved if the:

- a. Respondent grants the relief or settlement requested by the complainant in the written allegation.
- b. Respondent grants some other relief or settlement agreed to by the parties.
- c. Complainant agrees that a ULP was not committed.

Section 23.3

If a ULP allegation is not settled or resolved utilizing this procedure, the complainant may then proceed to escalate the matter to the FLRA.

ARTICLE 24 - SPACE MANAGEMENT

Section 24.1

Provision for Disabled Employees: The Employer agrees to provide reasonable accommodations for disabled employees in accordance with applicable laws and regulations.

Section 24.2

Office Space:

Adequate Space - The Employer agrees that the allocation of space and furnishings for the space, such as file cabinets, desks, bookcases, etc., shall be adequate to maintain an efficient work environment and for performance of assigned duties.

Decorations - Employees have the right to decorate their work areas with plants, prints, photographs, awards, posters, and artistic or symbolic representations appropriate to the work environment. The display of these items must be consistent with Government regulations. Both the employee and the Employer have a responsibility not to deface Government property or impair its function.

Section 24.3

Notification to Union of Space Change: The Union shall be notified of proposed space changes affecting unit employees and shall be given an opportunity to negotiate. The Union shall be advised throughout the planning and implementation process after a decision has been negotiated.

ARTICLE 25 - OVERTIME AND COMPENSATORY TIME

Section 25.1

Employees who are required by the Employer to work overtime shall be compensated in accordance with applicable laws, rules, regulations and directives.

Section 25.2

When determined to be necessary by the Employer, overtime will be assigned. The Employer retains the sole right to determine the circumstances under which overtime will be required, and the legal right to determine the numbers, types, grades and qualifications of employees required for overtime work. To the extent possible, overtime work will be performed by qualified employees. Subject to the needs and requirements of the Employer for differing types, grades, skills and skill levels, every effort will be made to ensure that the opportunity for such work is allocated equally to the maximum extent possible. When an employee feels that the overtime assignment will endanger his/her health, the supervisor may excuse the employee from working the assignment and may require medical documentation.

Section 25.3

Overtime will be earned and paid in 15-minute increments.

Section 25.4

Compensatory time will be earned in 15-minute increments.

Section 25.5

Employees called back to work on an overtime basis outside of and unconnected with scheduled hours of work shall receive at least 2 hours of compensation at the overtime rate or 2 hours of compensatory time, at the employee's discretion.

Section 25.6

When an employee is required to work overtime within 1 hour after the end of the regular workday and this requirement is known prior to the end of the regular workday, the supervisor will seek to schedule the overtime work so that it begins at the end of the employee's regular workday and will seek to provide the employee with other assignments in order to avoid unnecessarily placing the employee in a nonpay status pending the beginning of the overtime work.

Section 25.7

It is understood that employees called back to work overtime must be able to report to the job within 45 minutes of the call.

Section 25.8

In the interest of employee morale, job continuity, and economy of operations, the first priority when making overtime assignments will normally be given to the employee who is regularly and currently assigned to the job.

Section 25.9

In order to ensure that overtime is equally distributed, a roster will be maintained at the appropriate level showing the name of the employee and the times that he/she worked. An employee may elect not to volunteer for overtime; however, management retains the right to direct any employee to work overtime. The refusal of any employee to work overtime will be considered the same as if he/she had worked, as far as his future assignment of overtime. A roster will be kept and the lowest qualified person with the least amount of overtime on the list will be asked to work first. This roster will be made available by the appropriate supervisor to the Union upon request by Union official and the shop stewards.

ARTICLE 26 - WORKWEEK AND HOURS OF WORK

Section 26.1

Alternative work schedules that are adopted shall not interfere with work operations and shall ensure that adequate office coverage is provided at all times.

Section 26.2 For the purpose of this Article, the following definitions shall apply:

Administrative Workweek: This means a period of 7-consecutive calendar days designated in advance by the Employer.

Regularly Scheduled Administrative Workweek: For full-time employees, this means the period within an administrative workweek when these employees are regularly scheduled to work. For part-time employees, this means the officially prescribed calendar days and hours within an administrative workweek during which the employee is regularly scheduled to work.

Basic Workweek: The number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave. For full-time employees, this means the 40-hour workweek established for the individual employee.

Alternative Work Schedule: Any work schedule which meets the definition for a flexible or compressed work schedule.

Compressed Work Schedule: A fixed work schedule consisting of 40 hours of work in a week or 80 hours in a biweekly pay period with fewer than 5 or 10 work days, respectively. Some of the more common types of compressed work schedules available include the 4-day workweek and the 5/4/9 plan.

Section 26.3

The Employer shall establish, maintain and change shifts, tours of duty and hours of work to best promote the efficient and effective accomplishment of the mission and operations. The Employer shall schedule an employee's regularly scheduled basic workweek so that it corresponds with the employee's actual work requirements. The Union shall be notified and provided an opportunity to bargain over changes in tours of duty lasting longer than 2-weeks in duration and/or which are recurring.

Section 26.4

Temporary changes in tours of duty are considered to be 2-weeks or less in duration and are not recurring. Except in emergency situations, such changes will be scheduled 1-week prior to the beginning of the administrative workweek affected. The Union may confer with the supervisor concerning the assignment of temporary changes in tours of duty.

Section 26.5

Changes to work schedules may be necessary and will be made by the Employer to meet unforeseen requirements such as absences and fluctuating workloads. Affected employees will receive notice of such changes at the earliest practicable time.

Section 26.6

A basic work week is Monday through Friday. A basic workday is from 6:00am to 2:30pm with a 30- minute unpaid lunch. Those on a grandfathered compressed work schedule may remain on that schedule.

Section 26.7

Breaks will be taken in accordance with past practice.

Section 26.8

Employees shall be allowed 10 minutes at the end of the work day for personal cleanup time, tool control, etc. Additional time may be allowed when approved in advance by the for by the foreman or supervisor.

ARTICLE 27 - SAFETY AND HEALTH

Section 27.1

The Employer is responsible for maintaining a working environment that is free of hazards likely to cause accidents, injuries or illnesses. Applicable regulations in effect during the term of this Agreement will be followed. The Region agrees to comply with the Occupational Safety and Health Act for Federal Employees as appropriate.

Section 27.2

Employees are encouraged by the Employer and the Union to be alert for unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent health hazards. When apparent unsafe or unhealthy conditions are observed by the employee, the employee should report them immediately to supervisory personnel for investigation. The purpose of employee reports of hazardous or unhealthy work conditions is to inform the Employer of the existence of, or potential for, unsafe or unhealthy working conditions.

Section 27.3

If the supervisor finds that the unsafe condition exists, he/she will promptly take action aimed at abating the hazardous condition. If the hazard cannot be abated promptly within the authority and resources of the Employer, the affected employee and the Union will be kept informed of the steps being taken to resolve the problem.

Section 27.4

If, after investigation of the employee's report, the supervisor determines that no hazardous condition exists, he/she shall promptly notify the affected employee of this fact. The reason(s) why the condition was found not hazardous will be furnished to the employee.

Section 27.5

Should the affected employee or the Union be dissatisfied with the supervisor's response to the reported hazardous condition, he/she may advance the report of the hazardous condition to the Office Director. If the Office Director, after review of the problem, determines that the hazardous condition exists, he/she will take prompt corrective action. If the hazardous condition is found not to exist, the Group Manager will promptly notify the employee(s) and/or the Union of this fact. The reason(s) why Management does not believe that a hazardous condition exists will be furnished.

Section 27.6

A Union representative shall be a permanent member of the Employer Health/ Safety Committee.

Section 27.7

The Employer will pay all expenses incurred for agency ordered or offered medical examinations for employees.

Section 27.8

Required training will be provided to employees who are assigned recurring duties which involve potential hazards to safety and health, as determined by management.

Section 27.9

Employees who have been injured or incapacitated and are able to perform limited duty may be assigned to such duties that they are able to perform, when such duty and funding are available, until they have recovered from the injury or incapacitation. Employees will be eligible to apply for promotion even though they are serving in a limited-duty status. Selection for a position will be subject to meeting all requirements, including physical requirements established for the position, in accordance with all applicable laws, regulations, and Interior directives.

Section 27.10

Employees shall be encouraged to report unsafe or unhealthy working conditions. Employees shall not be subjected to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy condition; or for any other appropriate participation in the safety program.

Section 27.11

Restroom facilities shall be maintained in a clean and sanitary condition. Proper lighting and ventilation will also be maintained.

Section 27.12

Asbestos free workplace: The Employer shall request air quality tests in accordance with Federal regulations for areas where the presence of asbestos has been identified to ensure all work areas are within the Federal standards.

Section 27.13

In accordance with SAF-01-01, the supervisor or foreman shall conduct short regularly scheduled on the job safety meetings with their crews to emphasize safety, and a copy of the sign in sheet will be furnished to the Union at their request.

ARTICLE 28 - TRAINING

Section 28.1

The training and development of bargaining unit employees to perform their assigned duties and responsibilities is a matter of significant importance. The Employer will encourage employees to plan and follow self-development when those plans have a relationship to assigned duties and responsibilities.

Section 28.2

The Employer and the Union agree that the training and development of employees is a matter of significant importance in order to maximize full utilization. Therefore, the Employer, within budgetary limitations, will make available to employees the training the Employer determines is necessary for the performance of their assigned duties, as identified in periodic training needs assessments. The parties endorse the principle of employee participation in identification of job-related training during the periodic training needs assessment process. The parties agree to continue their encouragement of self-initiated development efforts by employees consistent with the terms of this Article.

Section 28.3

The Employer will provide current information about in-house or Employer-sponsored off-site training sessions. This information will be made available to all employees. Training requests by the employee will be directed to the supervisor. Employees seeking counseling and guidance regarding the training program should discuss the matter with their immediate supervisor and/or Regional Training Office staff.

Section 28.4

Training shall be offered without regard to an employee's membership in the bargaining unit or the Union.

Section 28.5

The Employer agrees that when an employee is reassigned due to the abolishment of his/her position, sufficient training as determined by the Employer will be provided to the employee to enable him/her to perform the duties of the new position.

Section 28.6

When an employee requests self/professional developmental training, the Employer will consider payments of authorized expenses for such training in accordance with existing Reclamation guidance and policy. Failure to satisfactorily complete such training will result in the employee having to reimburse any costs incurred by the agency to provide this training or denial of reimbursement for costs incurred by the employee for such training.

Section 28.7

When management determines it is appropriate, the Region agrees to use the established Lower Colorado Dams Facilities Office apprenticeship program. The minimum standards for apprenticeship shall conform to the standards of and be approved by the Bureau of Apprenticeship and Training of the Department of Labor.

ARTICLE 29 - SEVERE WEATHER

Section 29.1

During regular working hours, supervisors will be responsible for determining whether severe weather conditions warrant cessation of outside work. When it is determined that employees are unable to work outside due to severe weather conditions, they will be provided other temporary assignments until it is determined that such conditions no longer prevent resumption of normal activities, as long as work is available, and the employee is qualified to perform the work.

Severe weather may include but not limited to high temperatures, high humidity, heavy rain or snow, and high winds.

ARTICLE 30 - WORKERS' COMPENSATION PROGRAM

Section 30.1

Notice of Injury (CA-1): Employees who are injured on the job will promptly report the injury to the supervisor and complete the CA-I, Notice of Injury. The Employer will issue a CA-16 to authorize medical care at Government expense as appropriate. Employees who have been injured but who are only partially disabled will be required to perform light duty which meets the medical restrictions if light duty work is available.

Section 30.2

On-the-Job Injuries: Employees who have traumatic injuries on the job will be handled in accordance with applicable laws and regulations.

Section 30.3

Employee Claims: The Employer agrees to administer and assist in the proper processing of employee claims to the Office of Worker's Compensation, as expeditiously as possible.

ARTICLE 31 - PERSONAL PROTECTIVE EQUIPMENT

Section 31.1

Use: The Employer will provide suitable personal protective equipment and work clothes, and safety devices for employees engaged in activities requiring same. This personal protective equipment, work clothing, and safety devices will be worn and used as specified in the Department of Interior, Bureau of Reclamation, Safety and Health Standards.

Section 31.2

Purchase: The Employer will provide all bargaining unit employees with appropriate work clothes for use at the work site, at no cost to the employee. Rental clothing (pants and shirts) will remain the property of the vendor. When the employee leaves employment, the clothing will be returned to the Employer.

Section 31.3

Laundry: Each employee will be responsible for the work clothing assigned to them. It is the employee's responsibility to ensure work clothes are deposited and picked up, in a timely manner, at the location designated by the Employer.

Section 31.4

Replacement: Replacement of worn, torn, or otherwise ruined protective clothing will be accomplished by the employee bringing the unusable clothing article to their supervisor for authorization to arrange purchase/rental exchange of a new piece of clothing.

Section 31.5

Employer Responsibilities: The Employer will furnish boots, rain clothing, life jackets, hardhats, eye, hearing, and hand protection to an employee when needed by the employee on the job. The Employer will supply all necessary tools and equipment for an employee to perform his/her duties.

Section 31.6

Employee Responsibilities: - The employee will be properly attired in the appropriate work clothes at the start of the shift, ready, willing and able to go to work. Work clothes will be worn at all times while in a duty status while performing regular work duties in the Regional Office Complex.

Section 31.7

Hazardous Materials: Special protective clothing for the handling of hazardous materials will be provided as required.

ARTICLE 32 - AWARDS AND RECOGNITION PROGRAM

Section 32.1

The Employer and the Union agree that it is important to acknowledge the contributions that lead to achievement of organizational, team or individual results. Positive recognition for achievements can be recognized through monetary awards, continuous improvement incentives, non-monetary recognition and informal honors, honor awards, and outside awards. The awards and recognition program will be administered in accordance with the Department of Interior, Human Resources Management Handbook.

ARTICLE 33 - ANNUAL WAGE INCREASE

Section 33.1

The annual pay increase for wage board employees is set in accordance with Appendix V of the OPM Operating Manual Federal Wage System. It states, "rates tie directly to negotiated rates at Hoover Dam to provide equity because of close proximity." Such rates are also subject to the annual pay limitation (pay cap), as determined by Congress and administered by OPM. The annual pay increase is the lesser of the two increases.

For example, if the pay cap for the year is 3% and Hoover Dam's increase for the year is 2%, the unit receives the lesser (2%) increase. If those numbers were reversed and Hoover Dam received a 3% increase and the pay cap was 2%, the unit would receive 2% because of the pay cap in place for that year.

ARTICLE 34 - SAVINGS CLAUSE

Section 34.1

If any term or provision of this Agreement is found to be in conflict with any Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate the term or provision.

All other terms and provisions of this Agreement shall remain in full force and effect during the period of such negotiations and thereafter until their normal expiration date.