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**IDnum** 361    **Language** English    **Country** United States    **State** AZ

**Union** National Federation of Federal Employees

**Local** 376

Occupations Represented
AAA-Unknown

**Bargaining Agency** Federal Bureau of Reclamation

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 1999    **EndYear**

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**Notes**

**Contact**

**Full text contract begins on following page.**

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Memorandum of Understanding Between  
National Federation of Federal Employees (NFFE), Local 376  
and  
Bureau of Reclamation  
Phoenix Area Office (PXA0)

The purpose of this document is to extend a partnership wherein the above Parties, hereinafter referred to as the Union and Management, agree to continue a relationship that progresses beyond traditional labor-management roles. This Memorandum of Understanding (MOU) identifies the terms and conditions that actively involve the Union (as exclusive representative of the bargaining unit) with Management in the pre-decision and decision-making processes. The involvement of the Union in these processes is designed to have all participants consider the welfare of bargaining unit employees before a decision is made. We anticipate that this joint involvement before the fact, rather than the traditional bargaining after the fact, will result in mutual support for any decisions; will improve PXA0's effectiveness and efficiency in serving the needs of the American public; and will ensure a working environment that respects and values employees.

The undersigned Parties recognize that we may be foregoing some traditional rights and privileges accorded each of us by the current Labor Management Statue found in Chapter 71 of Title 5, United States Code. However, we believe this endeavor to progress beyond the traditional boundaries of former relationships are worth by-passing the statutory privileges to improve labor-management cooperation. The terms of this MOU are considered to be exclusive of the negotiated Labor-Management Agreement (Agreement) and the Labor- Management Statute, and override the provisions of those documents as set forth by the terms of this MOU. We agree to discuss any and everything before an action is taken.

This MOU is extended until such time that another Agreement needs to be reached. Either Party may terminate this MOU at any time if there is a violation of the MOU. and discussions fail to resolve the situation.

The Parties agree to the following:

1. The PXA0 Deputy Area Manager and the Chief of Administrative Services Division (or other division chief) are designated as the Management Representatives and both union stewards are designated as the Union Representative(s) for coordinating the administration of this MOU.
2. We agree not to file any Unfair Labor Practice charges during the time this MOU is in effect. Disagreements that occur during this time that cannot be resolved by informal discussions will be processed through the negotiated grievance procedure.

3. The terms of this MOU will be communicated to all PXAO employees by memorandum over the joint signatures of the Area Manager and the Union President.

4. Failure by either party to abide by the terms of this MOU will be the basis for unilateral termination of the MOU after good faith discussions are held to attempt resolution of the failure. Unilateral termination will be initiated by a memorandum to the other Party with the reasons for termination. Such termination will not be a basis for initiation of either a grievance or unfair labor practice charge.

5. Any change in personnel policies, practices, and other conditions of employment occurring throughout the PXAO that are more than de minimus (very minor) will be communicated to the Union before the change occurs in accordance with the terms of the Agreement. Failure to do so may result in either Party delaying the change and completing bargaining before proceeding; stopping the change and reverting to status-quo-ante (same as before the change started) until bargaining is completed; or continuing with the change and applying the outcome of good-faith bargaining, either prospectively or retroactively as the situation dictates. The action taken will depend upon the severity of the violation; the repetitiveness of the violation by the Management official; the overall effect on the bargaining unit employees, the cost and disruption of effecting a status-quo-ante remedy; the degree of PXAO Management control over the situation; and the mutual agreement of the Parties.

6. Joint training will periodically be held for managers, supervisors, and Union representatives concerning their mutual and individual responsibilities, rights and privileges on basic labor-management relations, on methods for more effective interaction between the Parties, and on the partnering process.

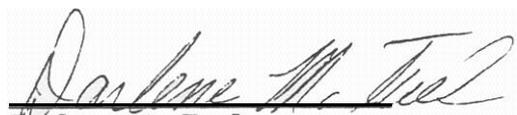
7. Both Parties agree to pursue a program of quality management or similar program that encourages employee involvement and the involvement of managers and supervisors with bargaining unit employees to improve work process, working conditions, and other conditions of employment, subject to the terms of the negotiated Labor-Management Agreement.

  
Jerry R. Mantzey  
President, NFFE Local 376

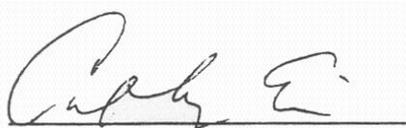
2-11-99  
Date

  
Deborah K. Talbert  
Steward, NFFE Local 376

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Darlene M. Tuel  
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Carol Lynn Erwin  
Area Manager, PXAO

2/11/99  
Date

  
Angela Bolyard  
Chief, Administrative Service  
Division

2/12/99  
Date

ARTICLE 1  
AUTHORITY

1.1 Pursuant to the policy set forth by the Civil Service Reform Act of 1979 regarding Federal Labor-Management relations, 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 total Agreement by and between the United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region, Phoenix Area Office, hereinafter referred to as the PAO, and the National Federation of Federal Employees, Local 376, hereinafter referred to as the UNION, for the employees in the unit described below, hereinafter referred to as the EMPLOYEES.

This Agreement is entered into pursuant to the Certificate of Representative, dated April 19, 1976.

ARTICLE 2  
COVERAGE

2.1 The PAO recognizes that the Union is the exclusive representative of all employees of the PAO, excluding professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, Management officials, supervisors as defined by law, and confidential employees.

ARTICLE 3  
PURPOSE

3.1 The parties to this Agreement recognize that they have a mutual interest in the effective accomplishment of the assigned responsibilities of the PAO, 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.

ARTICLE 4  
LABOR-MANAGEMENT PARTNERSHIP COMMITTEE

4.1 The parties acknowledge that they have a common interest in the improvement of the operations of the and in the well being of its employees. To achieve this objective, it is agreed that in accordance with future guidance to be issued by the Secretary of the Interior, a Labor-Management Partnership Committee may be established.

ARTICLE 5  
DURATION OF AGREEMENT

5.1 The effective date of this Agreement shall be the date approved by the Office of the Secretary of the Interior. It shall remain in effect for three years; however, the Agreement shall be automatically renewed on the anniversary date and on each anniversary date thereafter, unless between 90 and 60 calendar days prior to such date either Party gives written notice of its desire to amend or modify the Agreement.

5.2 AMENDMENTS: This written Agreement will only 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. Should a portion of this Agreement be found to be unworkable or defective, the parties may upon mutual agreement reopen negotiations on that portion. Requests for amendments must be in writing and accompanied by a summary of the modifications or amendments proposed.

5.3 SUPPLEMENTAL AGREEMENTS: Negotiations for supplemental agreements may be entered into at any time by mutual agreement of the PAO and the Union. Requests to negotiate supplemental agreements must be made in writing and accompanied by a summary of the modifications proposed. No changes other than those requested or covered by the proposal shall be considered unless by mutual agreement. Supplemental agreements shall be signed by members of both negotiating committees. All supplemental agreements, unless indicated otherwise, will become effective upon approval of the appropriate Management official, and shall remain effective concurrent with this Agreement.

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

ARTICLE 6  
MANAGEMENT RIGHTS

6.1 Nothing in this Agreement shall affect the right of Management to determine the mission, budget, organization, number of employees, and internal security practices of the Agency. In accordance with applicable laws Management may hire, assign, direct, layoff, and retain employees in the Agency, or suspend, remove, reduce in grade or pay, or take other disciplinary action against employees. Management also has the right to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted; with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and to take whatever actions may be necessary to carry out the Agency mission during emergencies.

6.2 Nothing in this Agreement shall preclude the PAO 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 PAO will observe in exercising any authority under this section, or appropriate arrangements for employees adversely affected by the exercise of any authority under this Agreement by Management officials in accordance with instructions set forth by the Secretary of the Interior.

6.3 The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the PAO and the Union.

6.4 In the administration of all matters covered by this Agreement, the parties and the employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Agency policies and regulations in existence at the time this Agreement is approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher Agency level.

ARTICLE 7  
EMPLOYEE RIGHTS

7.1 Employees in the Unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. This Agreement does not prevent employees, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or published Agency policies, or from choosing their own representative in a statutory appeal action.

Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The PAO shall not discipline or otherwise discriminate against an employee who has filed a complaint or given testimony under the Act or this Agreement.

7.2 It is the obligation of the PAO and the Union to mutually conduct informative sessions, as needed, relative to the effective administration of this Agreement.

The PAO shall take such action consistent with the law or regulation, as may be required, in order to inform employees of their rights and obligations, as prescribed in the Act and this Article.

7.3 Employees are accountable for the performance of official duties. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the PAO on such activities, except as required by law or regulation of higher authority.

The PAO will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings, or undertakings not related to the performance of official duties.

7.4 No employee will be discriminated against by either the PAO or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

ARTICLE 8  
UNION RIGHTS. REPRESENTATION. AND STEWARDS

8.1 The PAO recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and consultations with the PAO concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

a. The PAO agrees to respect the rights of the Union. The Union has a right to propose impact and implementation bargaining on new policy, changes in policy, or changes in working conditions.

b. The parties agree that one (1) steward for every 75 bargaining unit employees may be appointed at the metropolitan Phoenix Area Office, one (1) steward at Roosevelt Field Division, and one (1) steward at Tucson Field Division. Stewards shall represent the Union and only the employees under their designated areas of representation in meetings with the officials of the PAO to discuss appropriate matters.

c. The Union shall provide the PAO in writing and shall maintain on a current basis, a current list of all authorized stewards.

d. The        agrees that when it is necessary to detail or reassign a steward from one (1) work area to another for a period of more than two (2) weeks, the Union will normally be notified one (1) week in advance, if time permits, so that the Union may have an opportunity to designate an alternate steward.

ARTICLE 9  
USE OF OFFICIAL TIME

9.1 Union officers and officials, including stewards, shall be permitted reasonable time during working hours without loss of leave or pay to effectively represent employees in accordance with this Agreement. The parties agree that the Union will guard against the abuse of official time.

9.2 Solicitation for membership, the collection of dues, or other internal business of the Union shall be conducted during the non duty hours of the employee concerned. The Union shall be granted permission to solicit membership of employees outside of their working hours (before and after duty hours and at lunch periods). Union officials may receive and investigate (but shall not solicit) complaints or grievances of employees on government time or property. The PAO agrees that officers of the Union, national officers of the Union, and other duly designated representatives of the Union who are not employees of the PAO will be admitted to the PAO premises, upon advance request by the Union, for the purpose of meeting with PAO officials or assisting the Local in representational duties. All other requests for admission to the premises will be addressed, considered for approval, and negotiated, if applicable, on a case by case basis.

9.3 When officers or stewards of the Union require official time to perform authorized duties, they shall obtain prior permission from their immediate supervisor when they desire to leave their work area and inform their supervisor of the category of Union matter involved, i.e.. representational, grievance, labor relations meetings, or other. When contacting an employee, the stewards or officers will first report to and obtain permission to see the employee from the employee's supervisor. Permission will be granted unless the work situation demands otherwise. If this occurs, an alternate time will be provided. If the immediate supervisor is not available, permission will be requested from the next level of supervision. Stewards or officers will report back to their supervisors on completion of such duties. Union representatives will return to their job and will suffer no loss in pay or other benefits as a result of official time activity authorized by this Agreement. Union officers and stewards will not use accumulated credit hours to perform representational functions. Union officers and stewards are responsible for providing an accurate accounting of official time to their time keeper.

9.4 The PAO agrees to conduct as needed joint Management-Union training sessions on official duty time regarding the administration of this Agreement and Agency policies affecting the working environment. Such training shall be primarily concerned with orienting and briefing Union and Management officials on the requirements and administration of this Agreement and Agency policies affecting the working environment. Commissioners of the Federal Mediation and Conciliation Service may be utilized to assist in these joint training sessions. The parties agree that they will meet once a year to assess the need for this type of training.

9.5 The Employer agrees to grant excused absence to a maximum of seven (7) who are Union officials for the purpose of attending 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 Management. Excused absence for this purpose will not exceed a bank of time equal to 100 hours per contract year. All of this time may be pooled for use by any or all Local Union representatives; however, no single employee is entitled to use more than 25 percent of the Local's bank in one (1) contract year. There will be no carryover of hours allocated but not used per contract year. A written request for excused absence will be submitted at least two (2) weeks in advance by the Union President to the designated Management representative. The request will contain information about the duration, purpose, and nature of the training. The Union will be notified of approval or rejection of the request.

ARTICLE 10  
FACILITIES AND SERVICES

10.1 Upon request, the PAO agrees, when practicable, to provide meeting facilities during non duty hours for Union meetings.

10.2 The PAO agrees that the Union is permitted usage of the following equipment and supplies when conducting representational duties. The Union's use of PAO equipment or supplies for internal Union matters or business is strictly prohibited.

a. The PAO agrees that the internal pouch service of the Project may be available for use by the Union. Use of metered mail is not authorized.

b. The PAO agrees to provide, as practicable, reasonable access to a Federal Telecommunications System (FTS) telephone line, where available, to be used for discussion of representational issues with members of the bargaining unit or with Management or Regional Labor Relations personnel to discuss representational matters. Usage of the FTS telephone line to communicate internal Union business to bargaining unit members or to contact other Union officials is strictly prohibited. Requests for approval to use the FTS telephone lines to make calls to Union officials for representational guidance will be made to a designated Management representative in advance.

c. The PAO agrees that use of a copier designated by Management will be available for use by the Union President for representational matters only.

10.3 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 responsible for all posting and removal of material. Copies of material posted shall be furnished to the designated Management representative. Material provided by the Union for posting on official bulletin boards shall not reflect on the integrity or motives of the Employer, any individuals, other labor organizations, government agencies, or activities of the Federal Government.

10.4 Copies of this Agreement will be furnished to all unit employees, and all new unit employees. Ten (10) copies of the Agreement will be furnished to the Union for its use. The cost of printing this Agreement shall be borne by the PAO.

10.5 The PAO agrees to furnish to the Union upon request, a list of current unit employees.

ARTICLE 11  
GRIEVANCE PROCEDURE

11.1 The PAO 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 be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

11.2 A grievance means any complaint:

a. By an employee concerning any matter relating to the employment of the employee.

b. By the Union concerning any matter relating the employment of any employee.

c. By any employee, the Union, or the Employer concerning:

(1) The effect or interpretation or a claim of breach of this collective bargaining Agreement or supplements hereto.

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

11.3 This negotiated 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 (5 USC. 7535).

d. Any examination, certification or appointment.

e. Classification of position which does not result in reduction in pay or grade for the employees.

f. Equal Employment Opportunity complaints.

g. Laws, regulations and policies not related to an employee's working conditions.

h. The content of laws, regulations and policies.

i. Non-selection for promotion from a group of property ranked and certified candidates unless the basis of the grievance involves a statutory violation.

j. A preliminary warning or proposal of an action which, if effected, would be covered under this procedure or under a statutory appeals procedure.

k. Issuance of a letter of warning.

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 two (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 employees serving a probationary period.
- o. Performance appraisal ratings.
- p. Termination of employees serving a trial period.
- q. Reduction-in-Force.

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 statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this Agreement. See Article 23 (Discipline and Adverse Actions) for definition of adverse action).

11.4 NEGOTIATED PROCEDURE: This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 11.5 of this Article.

11.5 APPEAL AND GRIEVANCE OPTION: An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance, or adverse action, may at his/her option raise the matter under a statutory appellate procedure (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.

11.6 GRIEVANCES: A grievance may be undertaken by the Union, an employee, a group of employees, or the PAO. 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 unimpeded and free from restraint, coercion, discrimination, or reprisal. An employee may exercise the right to file a grievance without Union assistance. However, any employee may personally present a grievance and have it resolved without representation by the Local, provided that the Local 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 provisions of this Agreement.

a. EMPLOYEE/UNION GRIEVANCES: The following procedures are established for the resolution of employee/Union grievances:

STEP 1. The grievance shall first be taken up orally or in writing by either the grievant or a Union representative with the immediate supervisor. The grievance must be initiated within ten (10) workdays of the incident that gave rise to the grievance or from the time the employee became aware of the incident. The grievance must contain sufficient information to allow the immediate supervisor to understand the complaint and it must contain the relief sought. A written decision

will be provided to the grievant within ten (10) workdays after presentation of the grievance. Every effort shall be made to insure that the decision is clearly communicated and understood. Included with such decision shall be a written statement indicating the grievant's right to proceed to the next step of the grievance procedure.

STEP 2. If the grievance is not satisfactorily settled in Step 1, the employee or the Union representative may, within ten (10) workdays after receipt of the written decision, submit a grievance to the next level Management official (normally at the Division level). The grievance shall be submitted in writing and will contain as a minimum at least the same information as the Step 1 grievance, a statement as to why the grievance was not settled at Step 1, and the requested remedy. The written decision received in the Step 1 grievance shall be attached. A written decision shall be provided within ten (10) workdays of receipt.

STEP 3. If dissatisfied with the decision reached in Step 2, the grievant or the Union representative may refer the grievance to the PAO Manager within ten (10) workdays of the date of the Step 2 decision. The grievance must contain, as a minimum, all of the information submitted by the grievant in Steps 1 and 2 as well as the written responses provided by the Employer in each of those steps. A written answer will be provided within ten (10) workdays of receipt.

STEP 4. If the grievance is not satisfactorily settled at Step 3, the Union or Management may refer the matter to arbitration within ten (10) workdays from the date of the Step 3 decision. A request for arbitration shall be valid only if signed by the Union President or Acting President.

SPECIAL PROCEDURE: If the employee is grieving an action beyond the control of the immediate supervisor or the control of the intermediate levels of supervision, the grievance may be submitted directly to the PAO Manager. Grievances falling under this provision must be received by the PAO Manager no later than ten (10) workdays after the event which gave rise to the grievance. Grievances presented under this provision must be presented in writing and must contain sufficient information to allow the PAO Manager to understand the complaint including the remedial action requested. A meeting of the parties may be requested.

b. GRIEVANCES BY THE PAO: The purpose of this section is to provide an orderly method to settle grievances by the PAO about activities of the Union or its representatives which the PAO considers to be in violation of the Labor Relations Statute, the Agreement or its supplements. Every effort will be made by the PAO and the Union to informally resolve complaints or problems in order to avoid submitting a formal grievance to the Union.

STEP 1. Management will present the grievance informally (orally) to the Union within 15 calendar days of the date of the act or occurrence which gave rise to the grievance.

STEP 2. Upon failing to secure a satisfactory decision upon verbal discussion held in Step 1, Management will submit a written grievance to the Union. The written grievance must provide, as a minimum, information concerning the nature of the grievance, the Article(s) and Section(s) of this Agreement alleged to have been violated and the remedy sought. The Union will render a written decision within 15 calendar days after receipt.

STEP 3. The decision of the Union is final unless Management elects to refer the matter to arbitration as provided in Article 12, Section 12.1 (Arbitration) of this Agreement.

11.7 FAILURE TO MEET REQUIREMENTS: If the grievant fails to meet any of the time limits set forth in this Article, the grievance shall be considered null and void. If the respondent fails to meet any of the time limits set forth in this Article, the grievant will be entitled to move, the grievance to the next step without an answer.

11.3 TIME LIMITS: The time limits in this Article may be extended by mutual of the parties on a case by case basis.

ARTICLE 12  
ARBITRATION

**MEDIATION:** The Employer and the Union recognize that it is in the best interests of all parties to resolve grievable issues using the negotiated procedure. Within five (5) workdays of receipt of the Step 3 grievance decision, either the Union or the Employer may refer the grievance to mediation prior to proceeding with arbitration. The moving party will request the immediate services of a mediator from the Federal Mediation and Conciliation Service (FMCS). The mediator will meet with the parties at the earliest possible date and attempt to resolve the grievance through voluntary methods. If this procedure is unsuccessful, either party may evoke arbitration within five (5) workdays from the date of the meeting with the mediator.

12.1 If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as grievant or as representative of the employee grievant, or the PAO as grievant, may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President or the Regional Labor Relations Officer, and submitted within ten (10) workdays following receipt of the PAO's final decision to the aggrieved party.

12.2 Within five (5) workdays from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, the parties shall immediately request the FMCS to provide a list of seven (7) qualified arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the FMCS to submit the names of arbitrators qualified for the issues involved. The parties shall meet and/or confer within 15 workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Union will strike the first name. Selection will proceed with Management and the Union alternately striking one (1) arbitrator's name from the list until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. After the first arbitration held under this Agreement, the party to strike the first name will be alternated between Management and the Union. The grievant may withdraw the grievance at any time. However, the moving party may be responsible for cancellation fees if this happens after an arbitrator is selected unless negotiated differently.

12.3 The parties agree to share the costs of arbitration equally. This includes but is not limited to: all costs billed by the arbitrator including travel costs, court recorder, transcription and reproduction of documents. This does not include the individual costs to each party associated with their individual case preparation and presentation. A transcript will always be required in the case of a formal hearing. Transcription costs will be for necessary copies; one (1) for each requesting party and one (1) for the arbitrator. The parties will pay for their own transcript with the cost of the arbitrator's copy divided equally between the parties. If either party wants additional copies, they may obtain the additional copies at their own expense. A party not requesting a transcript at the time of arbitration, who at any later date requests a copy

of the transcript, will be required to pay the equal share cost of the transcript as initially billed by the arbitrator.

12.4 The parties may mutually agree on a stipulation of facts to the arbitrator, request an inquiry, mini-arbitration or a hearing. The parties agree that if mutual agreement on a method cannot be reached, the procedure used will be a formal hearing.

a. The arbitration hearing shall be held on the PAO's premises during the regular day shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty status shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay, annual leave, or any other benefit. Employee participants on shifts other than the regular day shift may be temporarily placed on the regular day shifts for the days of the hearing in which they are involved.

b. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by applicable requirements of Title V, United States Code.

c. The arbitrator will be told that in order to fulfill the delegation to arbitrate in a formal hearing, the arbitrator must render a decision and remedy to the PAO and the Union as quickly as possible, but in any event no later than 30 calendar days after the receipt of transcripts and the parties written briefs. The Parties may stipulate a shorter time frame if practicable.

d. The arbitrator's decision must contain a detailed explanation of his/her reasoning. The arbitrator's decision shall be final and binding and the remedy shall be effected in its entirety unless an appropriate exception is timely filed.

e. The arbitrator shall have the authority to resolve any questions of arbitrability or grievability in accordance with the guidance set forth by the Federal Labor Relations Authority. The arbitrator shall have no authority to add or modify any terms of this Agreement or Agency policy. The arbitrator shall have authority to award back pay in accordance with the Back Pay Act. Management reserves the right to determine the back pay computation in accordance with the Back Pay Act.

ARTICLE 13  
NEGOTIATIONS

13.1 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 PAO agrees to give adequate notice to the Union of any new PAO policy concerning conditions of employment for Unit members or changes in established policy which is proposed during the life of the Agreement. Negotiation of procedures to implement Management rights' decisions and impact bargaining on those decisions will also be handled in accordance with this section. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement for the life of the Agreement.

13.2 It is agreed that the Union and the PAO shall negotiate the impact and implementation of proposed changes in personnel policies, practices, and matters affecting working conditions of employees in the bargaining unit. If the Union desires to negotiate concerning the changes, it must notify the PAO in writing within five (5) calendar days of receipt of the proposal notification. The Union will then have an additional five (5) calendar days to submit a written proposal.

It is understood that no provisions of this Agreement shall nullify or invalidate the rights of employees, the Union, or Management established by Title VII, other statutes, or regulations of appropriate authorities. It shall not relieve Management of the responsibility to negotiate with the Union on appropriate matters. To the extent that provisions of any PAO instruction or directive within the discretion of the PAO may be in conflict with this Agreement, the provisions of this Agreement shall govern.

13.3 Negotiating sessions may be requested by either party in accordance with Article 5 (Duration of Agreement) of this Agreement. Such requests shall state the specific subject matter to be considered at such sessions. The following procedures shall be utilized:

- a. The number of members on either negotiating committee on official time shall not exceed three (3) unless by mutual consent.
- b. A speaker will be designated for each negotiating committee. The speaker of each will speak for the respective committee. Other members may speak with the approval of the speaker.
- c. Names of the members on each negotiating committee will be exchanged formally by the parties in writing no later than seven (7) calendar days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party no later than one (1) workday prior to the next negotiating session.
- d. Impact bargaining sessions between representatives of the PAO and the Union 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. As agreement is reached, each section will be initialled by the Chief Negotiators. These sections are not open to additional discussion unless mutually agreed upon by the Chief Negotiators.

f. Upon reaching agreement on all articles, the Agreement shall be signed by members of both negotiating committees, ratified by the Union members in a manner prescribed by the Union, and signed by the Union President and then submitted to the appropriate Management official for approval.

g. When the parties to the Agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve any impasses. Either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Services Impasses Panel.

h. Matters involving negotiability disputes which are presented to the Federal Labor Relations Authority will be set aside. Once the Authority hands down those decisions, those matters will be reopened for negotiations.

## ARTICLE 14 WORK ENVIRONMENT

14.1 Both parties agree that a harmonious work environment is the most productive, and will strive to prevent conduct or attitudes that will be disruptive of the work environment.

ARTICLE 15  
PERFORMANCE EVALUATIONS

15.1 The parties agree that a well conducted performance evaluation program results in mutual benefits.

15.2 The PAO agrees that discussions, in addition to annual performance ratings and interim performance discussions, are beneficial. Supervisors in this ongoing evaluation process shall discuss with the individual employees training needs as related to their present work or anticipated assignments. Employees are encouraged to discuss their performance with their supervisors throughout the established rating period for the purpose of seeking and offering ideas for improvement in their performance, efficiency and productivity.

15.3 When an employee performs all major aspects of the assigned work during the entire rating period in such a manner that the performance not only exceeds normal requirements but was outstanding, consideration will be given for an appropriate award.

15.4 When the employee believes he/she has not received the proper summary rating, the resolution shall only be sought through the use of the Agency Review Procedure. The Union is entitled to represent employees in this process.

15.5 The Employer shall determine when employees' performance are not at an acceptable level. In accordance with Performance Management guidelines, supervisors will counsel employees regarding their performance and if necessary, offer training or help designed to improve their performance. Action to correct unacceptable performance shall be carried out in a prompt and timely manner in accordance with law and regulation.

ARTICLE 16  
EQUAL EMPLOYMENT OPPORTUNITY

16.1 The PAO and the Union shall adhere to both the letter and the spirit of the Equal Employment Opportunity (EEO) Act, the Age Discrimination in Employment Act, and all other applicable regulations.

16.2 The Union and the PAO agree to consult each other regarding problems of discrimination and resolve to find mutually agreeable and lasting remedies.

16.3 The PAO agrees to forward Union nominations for counselors to the Regional Equal Opportunity Officer. Candidates must meet the criteria established by the EEO program. The counselors shall be trained by the PAO and shall function in consonance with the EEO Complaints Process. Their purpose shall be to discuss problems of discrimination with employees, to act as liaison between the employee and Management, to advise both sides in a dispute, and to find informal solutions whenever possible.

16.4 Nomination and selection of employees to participate in training and career development programs and courses or in labor-management relations seminars shall be made without discrimination.

16.5 Selection for positions shall be made in accordance with merit principles and without regard to personal favoritism, or Union membership or discrimination.

16.6 EEO COMPLAINTS PROCESS: If employees feel they have been discriminated against because of their race, color, religion, creed, national origin, age or sex, they must elect to resolve the complaint through the Agency EEO Complaints Process.

16.7 The PAO will make available to the Union copies of Agency EEO complaint procedures.

ARTICLE 17  
REDUCTION-IN-FORCE

17.1 NOTIFICATION: The PAO shall notify the Union President of all pending reductions-in-force or reorganizations prior to notification of unit employees. The Union President shall be informed as to the estimated number of affected employees in the unit, the date action is to be taken, and the reason for the reduction-in-force (RIF) or reorganization. The PAO will inform the Union President concerning efforts to minimize the adverse effects on unit employees. The Union President will be notified of final action taken by Management in accordance with this provision.

17.2 REORGANIZATION OR RIF: The PAO agrees that in the event of a RIF or a reorganization, an active out placement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals.

a. The PAO will register affected employees in all current Federal and Department of Interior out placement programs for which they are qualified by law or regulation.

b. The Union will be furnished, upon request, periodic updates on the current offer list.

c. The Union will be furnished updates on the progress of the out placement program during a RIF or reorganization.

17.3 PERSONNEL FILES: The Union and PAO will jointly encourage each employee to ensure that his/her Official Personnel Folder (OPF) and Application for Federal Employment (SF-171) are up-to-date as soon as a RIF or reorganization is announced. The PAO will add to the OPF any verifiable changes or amendments the employee desires to his/her SF-171. Both the OPF and SF-171 will be used to match an employee with vacancies.

17.4 Any RIF because of budgetary reasons will not be delayed due to impact bargaining or appeals to the Federal Labor Relations Authority, Federal Services Impasses Panel, or Merit Systems Protection Board.

17.5 DURATION: Placement efforts shall remain in effect until all affected employees are either placed or rendered ineligible or separated from the Federal Service.

ARTICLE 18  
LEAVE

18.1 ANNUAL LEAVE: The parties agree that the use of accrued annual leave is an entitlement earned by the employees of the PAO but subject to the approval of the supervisor. Employees will schedule annual leave as far in advance as possible with their supervisor. Approval of annual leave will be scheduled so as to not adversely impact the work of the PAO. However, employees' needs should be considered when approving annual leave requests. In arranging vacation schedules, consideration of employees' desired schedules and Agency needs will be taken into consideration. Employees will be provided an explanation of any denial of annual leave.

182 SICK LEAVE: The parties agree that the use of accrued sick leave is appropriate for doctor, dental, optical and other medical appointments; for illness or injury which is incapacitating for performance of the employee's assigned duties; or for care of immediate family members who have a quarantinable disease. Requests for sick leave for scheduled appointments should be made in advance. Notice of emergency sick leave, not requested in advance will be given by the employee to his/her supervisor, or his/her designee, on the first day of absence. The employee will contact the supervisor, or his/her designee, to request emergency sick leave not later than two (2) hours after the scheduled start of shift, or not later than the start of core time if the employee is on the gliding schedule. The supervisor will be advised of an estimate of when the employee believes he/she will return to work and may specifically eliminate or impose a requirement to call in on subsequent days. The supervisor retains the right to question an employee as to the reason for his/her absence and to approve or disapprove sick leave requests. The employee shall not be required to furnish a medical certificate to substantiate a request for approval of sick leave for three (3) consecutive days or less. An exception would be an employee who is suspected of sick leave abuse.

a. When sick leave abuse is suspected, a supervisor will take the following steps:

(1) Verbally counsel the employee on at least one occasion. The counselling will advise the employee of a questionable sick leave record with reasons why the employee is suspected of abusing sick leave. The employee will also be advised that if the record does not improve, a medical certificate may be required for each future absence of sick leave.

(2) If verbal counselling does not bring about an improvement in the sick leave record, the employee will be notified in writing that all future absences of sick leave, regardless of duration, must be supported by a medical certificate. The employee will also be advised in the same written notice, fully and factually of the reasons therefore.

b. It is agreed that such cases requiring a medical certificate for each absence shall be reviewed by the supervisor and the Union, with the approval of the employee involved, after a six (6) month period from the date of issuance. If there are no further documented instances of leave abuse during the six (6) month period, the restriction will be withdrawn. If documented instances have occurred, the restriction will be extended. The employee shall be notified in writing.

18.8 LEAVE FOR MATERNITY AND PATERNITY REASONS: Length of absences for maternity purposes will be determined on an individual basis by the employee, her physician and her supervisor. Leave will be granted under existing policies and regulations. She may choose how and in what order such absences will be recorded - sick leave, annual leave, or leave without pay. The Employer may request a medical certificate from the employee if there is a question as to the employee's physical fitness to continue work before delivery or to return to work after delivery. The employee shall be returned to her position or a like position at the end of the leave. A male employee who has provided the Employer with advance notice may be absent on annual leave or leave without pay to aid or assist in the care of his wife or his minor children in relation to his wife's confinement for maternity reasons. Appropriate leave may be granted to those who become adoptive parents.

18.4 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 makes the employee unable to work or to care for a spouse, son, daughter, or parent of the employee 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 Agency prior to approval of the leave.

18.5 LEAVE SHARING: The parties agree to support this program and encourage employee education.

18.6 RELIGIOUS OBSERVANCES: Consistent with the needs of the PAO and in accordance with law and government-wide rules and regulations, employees who wish to attend or participate in the observance of the established religious holidays of their faith may be permitted to be absent on annual leave or earned compensatory time or credit hours. Requests for absence to participate in established religious observances will be made to Management not later than seven (7) calendar days prior to the start of the observance.

To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the PAO's mission, every effort will be made to accommodate absence for an employee whose personal religious beliefs require the abstention from work during certain periods of the workday or workweek. Requests for absence due to religious observances will be made to Management not later than seven (7) calendar days prior to the start of the observance. Upon approval of the absence, an employee may elect to use annual leave, previously earned compensatory time, or earned credit hours.

ARTICLE 19  
DISABLED EMPLOYEES

19.1 Employees on permanent appointments 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 and regulations.

ARTICLE 20  
PAYROLL ALLOTMENT FOR WITHHOLDING DUES

20.1 The PAO shall continue to deduct Union dues from the pay of employees in the Unit, subject to the following provisions:

a. The Union agrees to procure SF-1 187's, "Request for Authorization for Voluntary Allotment of Compensation of Payment of Employee Organization Dues", and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

b. The President or other authorized official of the Local will certify on each SF-1187 that the employee is a member in good standing of the Local, insert the amount to be withheld, and submit completed SF-1 187's to the designated Management representative.

c. The President or other authorized official of the Local shall notify the designated Management representative when the Local's dues structure changes. The change shall be effected at the beginning of the first full pay period after the receipt of such notice. Such a change may not be effected more than twice in a 12 month period.

d. Allotments will be approved and processed by the designated Management representative within one (1) full pay period after receipt of SF-1187's.

e. The Local will promptly notify the designated Management representative in writing, when a member of the Local is expelled or ceases to be a member.

f. The PAO agrees to provide the Agency payroll office with the appropriate mailing address of the Union official authorized to receive the remittance check. The President of the Local will immediately notify the designated Management representative in writing of any change in the name and/or address of the financial officer of the Local.

g. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1 188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues" and submitting it directly to the designated Management representative. After receipt of such notice, revocation will become effective on or after the first full pay period after April 19, but no sooner than one (1) full year from the anniversary date of the due's deductions. The Local shall be provided appropriate notification of the revocation, The duplicate copy of the SF-1 188 completed by the member will be used for this purpose.

h. Management agrees to provide this service without charge to the Local or members and to continue this service regardless of contract status as long as the Local holds exclusive recognition.

ARTICLE 21  
OVERTIME

21 .1 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, and grades of employees to be assigned to overtime work projects or tours of duty. To the extent possible, overtime work will be performed by qualified volunteers. In the event that there are not enough volunteers to accomplish the work, overtime work may be required. 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 equalized to the maximum extent possible.

21.2 The employees who are required by the PAO to work overtime will be compensated in accordance with applicable laws and regulations.

21.3 A list of overtime distribution will be made available to the Union upon request.

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

21.5 Compensatory time will be earned in 15 minute increments.

ARTICLE 22  
WORKWEEK. HOURS OF WORK. AND FLEXTIME

22.1 For the purposes of this Article, the following definitions shall apply:

a. **ADMINISTRATIVE WORKWEEK:** This means a period of seven (7) consecutive calendar days designated in advance by the Employer.

b. **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 days and hours within an administrative workweek during which these employees are regularly scheduled to work.

c. **BASIC WORKWEEK:** For full-time employees, this means the 40 hour workweek established for the individual employee.

22.2 The PAO 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 of the Agency. The PAO 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 two (2) weeks in duration and which are recurring to the extent required by law and the terms of Article 13 (Negotiations) of this Agreement.

22.3 Temporary changes in tours of duty are considered to be two (2) weeks or less in duration and are not recurring. Except in emergency situations, such changes will be scheduled one (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.

22.4 Except when the PAO determines that the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased, it shall provide that:

a. All changes in tours of duty will be made in compliance with applicable laws and government-wide regulations.

b. Assignments to tours of duty will normally be scheduled one (1) week in advance of the administrative workweek over periods of not less than one (1) week.

c. The working hours in each day in the basic workweek are the same unless it is appropriate under an Alternative Work Schedule (AWS) as authorized under Section 22.7 of this Article.

d. The basic non-overtime workday may not exceed eight (6) hours unless an AWS is authorized under Section 22.7 of this Article.

e. The occurrence of holidays may not affect the designation of the basic workweek.

f. Breaks in working hours of more than one (1) hour may not be scheduled in a basic workday unless it is appropriate under an AWS as authorized under Section 22.7 of this Article.

22.5 Employees who are required to work more than one (1) shift, tour of duty, or varied working hours, shall normally be scheduled to such assignments at least two (2) weeks in advance, and the schedule shall cover periods of not less than two (2) weeks.

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

#### 22.7 ALTERNATIVE WORK SCHEDULES (AWS):

a. The parties agree that the policies, practices, and procedures established pursuant to the AWS will govern the identification of specific organizational locations, segments, work groups or employees where the institution of an AWS or a First 40 Hour Tour would be feasible or practicable.

b. Any agreements reached under this section must provide that such arrangements for such AWS may be terminated if the Employer determines that the arrangements for alternative hours of work are substantially disrupting the PAO/ Employer in carrying out its functions.

c. Should the Employer at any time determine that an AWS has had an adverse impact or has resulted in an increase in operating costs, the Employer will notify the Union 30 calendar days in advance of its intent to modify or terminate such existing AWS.

**22.8 REST BREAKS:** Employees will be granted: either two (2) paid 15 minute rest breaks - one (1) approximately two (2) hours after the start of their shift and one (1) approximately two (2) hours before the end of their shift; or less formal breaks, workload permitting, the cumulative total of such time not to exceed 30 minutes per shift. The breaks will be scheduled through the supervisor in accordance with workload commitments. In any event, rest periods are not to be granted in conjunction with the lunch hour or to allow an early departure from work at the end of the shift, or accumulated and taken as 30 minutes or more at one time. Employees will be authorized a 15 minute rest break for each four (4) hours of overtime worked. Part-time employees are authorized one (1) 15 minute break for each (4) hour period they work.

ARTICLE 23  
DISCIPLINE AND ADVERSE ACTIONS

23.1 GENERAL: Disciplinary actions covered by the provisions of this Article are fetters of reprimand, and suspensions of 14 calendar days or less. Adverse actions covered by the provisions of this Article are 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. An employee will be subject to disciplinary action only for such cause as will promote the efficiency of the Service.

23.2 Except for reductions in grade or pay based upon a classification action or decision and furloughs of 30 calendar days or less, the parties recognize that adverse actions taken for disciplinary reasons shall generally be progressive in nature if they are to correct the conduct of an offending employee.

23.3 The Union shall be given the opportunity to be represented at any examination of an employee in the unit, by a representative of the Employer, in connection with an investigation if the following two conditions are met:

- a. The employee reasonably believes that the examination may result in disciplinary or adverse action against the employee.
- b. The employee requests representation.

23.4 Letters of warning will be issued in accordance with current Department of Interior (DOI) and Reclamation guidance. Upon issuance, the employee must be afforded and made aware of all his/her rights. However, the Union and the PAO agree that letters of warning issued in accordance with Reclamation guidance will be viewed as a preliminary warning or proposal under Article 11 (Grievance Procedure), Section 11.3(j) of this Agreement and therefore, are not grievable under this Agreement.

23.5 Letters of reprimand will be issued in accordance with current DOI and Reclamation guidance. Upon issuance, the employee must be afforded and made aware of all his/her rights. 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.

The employee or the Union may grieve the issuance of the action using the negotiated grievance procedure (Article 11) but may not grieve failure to remove the letter from official records earlier than the regulatory expiration date.

**23.6 PROPOSED NOTICES:** Proposed notices of adverse action will be issued in accordance with current DOI/Reclamation guidance. 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. In all cases, 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 desired. 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 for extension.

**23.7** If the Employer's final decision is to effect an adverse action against a bargaining unit employee, the employee may appeal the decision to the Merit Systems Protection Board in accordance with applicable law, or use the negotiated grievance procedure (Article 11). but not both.

ARTICLE 24  
MERIT SYSTEM - PROMOTION AND DETAIL

24.1 GENERAL: All personnel actions involving career progression shall be consonant with the spirit and intent of the Merit System and the Civil Service Reform Act. The PAO agrees to conduct training sessions as needed for all employees to enhance their understanding of the Merit System and to assure fair, equitable, and consistent practices in carrying out the merit promotion procedures. The PAO will insure that all qualified applicants have equal opportunity for promotion in accordance with Article 16 (Equal Employment Opportunity) of this Contract.

24.2 The Bureau of Reclamation Merit Promotion Plan will be followed. The Union may consult regarding any proposed changes in the plan which would affect bargaining unit employees. 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.

24.3 EXCEPTIONS: The PAO agrees to notify the Union upon request of any selection or appointment when the position is filled as an exception to the Merit Promotion Plan.

24.4 REPROMOTION: 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. 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 promotion to such former positions or intervening positions prior to filling the position by other promotion action.

24.5 DETAILS:

a. MANNER: 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 and will be consonant with the spirit and intent of this Article, applicable regulations, and the Merit System. Details may be used to meet emergencies or situations occasioned by abnormal work-load, changes in mission or organization, or absences of personnel.

b. OFFICIAL CREDIT: 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 the application filed in the OPF for any periods of informal detail. A Personnel Action Request will be accomplished for details in excess of 30 calendar days.

c. INTENT: The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience.

d. Administrative details of 60 calendar days or less to perform duties of a higher level or in a different line of work shall be rotated to the fullest extent practicable among qualified employees in the work unit.

e. An employee who is detailed to a higher graded position for more than 60 and up to 120 calendar days shall be given a noncompetitive temporary promotion if he/she meets all applicable qualification requirements, including time-in-grade. If the employee cannot be temporarily promoted due to failure to meet all qualification requirements, the detail need not be terminated; however the detail may be terminated by mutual consent.

f. Details for more than 120 calendar days to higher graded positions or to positions with known promotion potential shall be competitively processed. This does not preclude Management from detailing employees to higher level duties while awaiting the outcome of the competitive process.

#### 24.6 TEMPORARY PROMOTION:

a. Temporary promotions of more than 120 calendar days will be made based on competitive procedures.

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

24.7 The Union and the Employer recognize that employees are responsible for reviewing their OPF to insure 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 such data and must share and assume responsibility for its accuracy.

24.6 NON-SELECTED EMPLOYEE RIGHTS: A non-selected employee may request representation by the Union. 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 and the name of the person selected.

c. In what area, if any, the employee should improve to increase chances of future promotion.

d. 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.

Non-selection notices will be sent to employees.

24.9 The Union's access to promotional material will be in accordance with 5 U.S.C. 7114(b)(4) (Representation Rights and Duties).

24.10 Vacancies shall be publicized within each Division. The Union will be given copies of all Regional vacancy announcements.

ARTICLE 25  
INCENTIVE AWARDS

25.1 The PAO agrees that the Union shall have one (1) voting member on the Incentive Awards Committee when considering suggestions or awards for unit members. The Union representative will participate in deliberations and discussions with respect to planning the PAO's suggestion program, stimulating employee participation, establishing goals and targets, evaluating progress, and appraising employee, supervisor, and Management reactions concerning the accomplishments of this program.

ARTICLE 26  
EMPLOYEE ASSISTANCE PROGRAM

26.1 The PAO and the Union will support and encourage participation in the Employee Assistance Program (EAP) in accordance with the Agency EAP where necessary for the mutual benefit of employees and Management.

26.2 The PAO 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. 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. All bargaining unit employees shall have the right to participate in the EAP.

ARTICLE 27  
POSITION DESCRIPTIONS

27.1 Each employee is entitled to a complete and accurate position description.

27.2 When an employee alleges that his/her position is not classified properly, the employee shall be furnished information on classification appeal rights and procedures set forth in applicable regulations. The employee may elect to be accompanied and represented by a Union representative when discussing the matter with Management or when presenting an appeal.

ARTICLE 28  
SAFETY

28.1 The PAO will enforce and uphold all applicable Occupational Health and Safety Act and Reclamation safety regulations.

28.2 The Union will be a member of the PAO Safety Committee.

28.3 The PAO will provide personal protective equipment as required and prescribed by applicable directives, regulations, and current PAO policy.

28.4 Consistent with workload demands and Management's right to assign work, employees whose assigned duties require using video display terminals for extended periods during the course of a day will be granted periodic relief.

28.5 The PAO will pay all expenses incurred for Agency ordered or offered medical examinations for current employees.

ARTICLE 29  
TRAINING

29.1 The Employer and the Union agree that the training and development of employees is a matter of significant importance. In conjunction with this concept, the Employer, within budgetary limitations, will make available to employees the training the Employer determines is necessary for the performance of their assigned duties. Employees will be given the opportunity to provide input into their annual Individual Development Plan. The Employer and the Union agree to continue their encouragement of self-initiated development efforts of employees consistent with the terms of this Article.

29.2 The Employer will maintain information about the internal or Employer-sponsored educational resources. This information will be made available to all employees. Employees seeking counseling and guidance regarding the in-service training program should discuss the matter with their immediate supervisor and/or Regional Training Officer.

29.3 The Employer agrees that when an employee is reassigned due to the elimination of the position previously held, sufficient training as determined by the Employer will be given to the employee to enable him/her to perform the duties of the new position.

29.4 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. An employee who fails to satisfactorily complete the training provided for in this section will not be reimbursed by the Employer for tuition and related expenses.

29.5 When training is given by the Employer primarily to prepare employees for promotion, selection for the training will be made under the competitive promotion procedures contained in the Agreement, except for training provided to employees previously selected via merit promotion into approved developmental programs.

ARTICLE 30  
CONTRACTING OUT

30.1 The PAO agrees to notify the Union regarding any function designated for study under Office of Management and Budget Circular A-76. The Union will be given the opportunity to review any appropriate material and/or meet with Management to present their views, suggestions, or recommendations.

30.2 The employees and the Union are encouraged to provide suggestions and recommendations, to identify the most efficient in house operation in order to develop a competitive bid.

30.3 The PAO agrees to notify the Union as soon as a decision is made to contract out any function/work that would or could adversely affect Union members to give the Union the right to request bargaining as appropriate.

30.4 The PAO agrees to take all appropriate action to attempt to minimize the impact on employees when a function is contracted out in accordance with Article 17 (Reduction-In-Force).

## ARTICLE 31

### INFORMAL RESOLUTION OF UNFAIR LABOR PRACTICE ALLEGATIONS

31.1 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 inform by written submission such intent to the other party prior to filing a charge with the Federal Labor Relations Authority. The charging party shall allow ten (10) workdays for discussion and/or resolution of the dispute before filing a formal charge.

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

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

31.3 If a ULP is not settled or resolved by use of this procedure, the complainant may then proceed to escalate the matter to the Authority.

FOR THE PROJECT

FOR THE UNION

Bruce J. Stuchlik ACI-  
Chief Negotiator 1.

Jerry R. Maritz  
Chief Negotiator

Patricia D. Jensen  
Member

\_\_\_\_\_  
Member

Charlotte Crawford  
Member

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Member

Recommendation for Approval

Dennis E. Schroeder  
Project Manager

Jerry R. Maritz  
Union President

Execution Date 4/21/94

APPROVED:

Robert H. Johnson  
Regional Director

Date Signed 5/3/94

William W. Applegate  
Agency Head - Designee  
Director of Personnel

Effective Date MAY 24 1994