NEGOTIATED AGREEMENT

BETWEEN

NATIONAL FORESTS AND GRASSLANDS IN TEXAS

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEE

LOCAL #2466

LABOR/MANAGEMENT CONTRACT

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PURPOSE
Article 1

Section 1. The Employer and the Union representing Bargaining Unit employees of the Employer, desire to enter into a Labor/Management Agreement, which will have for its purposes, among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives; (3) to promote the highest degree of morale and responsibility in the Agency; (4) to adjust promptly all differences arising between them related to matters covered by this Labor/Management Agreement; (5) to promote systematic employee/management cooperation between the Employer and its employees; and (6) to provide a safe and healthful work environment.

Section 2. "Collective Bargaining" for the purpose of contract negotiations under Public Law 95-454, and the terms of this agreement is defined as the mutual obligation of the Employer and the Union to meet at reasonable times and confer in good faith with respect to procedures for settlement of grievances, personnel policies and practices, and other matters affecting general working conditions of employment of employees in the Unit.

LABOR-MANAGEMENT COOPERATION
Article 2

Section 1. Within the first half of each month, the Employer will provide to the Union a list of BUEs showing their grade, title, series, organizational location, and/or duty station.

Section 2. The Employer and the Union agree to establish a Joint Labor Management Committee. It will meet as needed, but not less than once a quarter at a convenient location agreed upon by the parties.

Section 3. Joint Labor Management Committee agenda items will be submitted by either party in as much advance of each meeting as possible, but not later than 3 work days prior to the meeting date. The parties will meet, provided agenda items are submitted as required. An equal number of Union and Employer representatives attending these meetings will be kept to a reasonable number, not to exceed four, consistent with the subjects to be discussed, unless a different number is mutually agreed to.

Section 4. The JLMC will have as its purpose and shall give consideration to such matters as meeting objectives of EO 12871 (Partnerships), the review and correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee/supervisory relationships, the promotion of education and training, the betterment of employee working conditions, EAP, the strengthening of employee morale, and the implementation of EEO goals, and other matters. However, it is agreed that individual grievances will not be taken up during committee meetings. The committee may make recommendations to the Union President and Forest Supervisor. Any disputes or unresolved matters as covered may be submitted through the negotiated grievance procedure.

Section 5. Minutes and proceedings of JLMC meetings shall be kept by the Employer. A copy of the minutes will be provided to the Union not later than five working days after the meeting for any corrections. The copies of the meeting minutes will be finalized and initialed by each party not later than three working days from receipt of the minutes. The members of the JLMC will be encouraged to share the discussion and recommendations of the committee with other management and BU members through circulation of meeting minutes.

Section 6. The local Union steward will be scheduled for a 15-minute period during an individual's in-processing to meet with the new bargaining unit member in order to meet and greet, provide a copy of the CBA (contract), and explain the exclusive recognition of the local Union. When formal new employee orientation sessions are held by the Employer, the Union will be allowed 30 minutes to address employees about appropriate matters.

Section 7. Upon request, the Union will be furnished a copy of materials and records indicated in Section 7114 (b), Title 5 USC, without cost, to perform official Union duties including matters covered under this agreement and Chapter 71, Title 5, USC.

Section 8. The Employer and Union agree that prior to filing an unfair labor practice (ULP) charge with the FLRA, the charging party will serve verbal notice of the alleged ULP charge on the other party. If the charged party requests the opportunity to discuss the issue(s), the parties will attempt resolution within five working days unless more time is mutually agreed to. The parties will have full authority to mutually agree to any procedures necessary for resolution.

Section 9. Nothing in this agreement is intended to prevent resolution of any matter through any labor/management partnership between the parties.

ADMINISTRATIVE LEAVE
Article 3

Section 1. Administrative leave will be administered per regulations and statutes. Administrative leave is treated as time worked, except that the employee is excused from duty.

Section 2. Events for which excused absence with pay apply are as follows:

1. Registration and voting
2. Civil defense activities
3. Participation in military funerals
4. Blood donations
5. Tardiness and brief absences
6. Taking certain physical examinations
7. Transfer to a new duty station
8. Flood, severe storms, civil disturbances, or hazardous weather conditions that prevent an employee from reporting to work on time or being released from work early.
9. When an office or activity is officially closed
10. Other appropriate reasons

Section 3.

a. Employees for whom discipline has been proposed for administrative or criminal misconduct will normally continue to work during any notice period related to their proposed discipline. The Employer may detail the employee to another position and/or work location or excuse the employee from work, with pay, during this period if it is determined that such action is in the best interest of the agency until a final decision is made on the proposed discipline.

b. Employees who have been indicted and charged with criminal misconduct are subject to administrative discipline based upon the indictment. The basis for proposed discipline will be the criminal allegations specified and their connection to the employee's job responsibilities. Administrative action taken against an employee is subject to review as provided by the negotiated grievance procedure or applicable statutory appeal procedures such as the MSPB appeals process.

ANNUAL & SICK LEAVE
Article 4

Section 1. The use of annual leave is a right of the employee. Consistent with the needs of management, annual leave which is requested in advance will be approved by the employee's immediate supervisor. It will be the responsibility of the supervisor in consultation with the employee to schedule annual leave with the employee so that it will not be forfeited. Annual leave shall be administered in 15-minute increments.

Section 2. Management agrees to follow all applicable annual leave regulations and this agreement.

Section 3. Management will solicit plans for annual leave use from employees on an annual basis. Any conflicts between employees desiring the same time will be resolved by granting annual leave to the employees on a rotating basis. Employees will be permitted to request changes in scheduled leave providing it does not interrupt another employee's scheduled annual leave plan.

Section 4. Employee requests for extended annual leave (over 80 hours) will be granted if consistent with the needs of management. Short term annual leave (up to 2 days) leave will be granted as requested if consistent with agency needs.

Section 5. Annual leave may be post approved for employees who request it after they were scheduled to report for work if circumstances warrant approval.

Section 6. Upon request, leave without pay will be considered to members of the Union to serve with the Union for up to one year. If request is denied, the reason(s) for denial will be provided to the Union in writing. Extensions will be considered for subsequent years upon request. When the Union official decides to vacate his position with AFGE, he will be returned to the agency in a position available at the return.

Section 7. Once an employee's sick leave is approved for a specific period of time, there is no requirement for the employee to seek additional approval during the specified time.

Section 8. When applicable regulatory criteria are met, advanced sick leave up to thirty (30) days will be granted when necessary in the case of a serious illness or injury.

Section 9. The Employer shall not post employee leave use records publicly.

Section 10. The Employer shall provide light duty assignments to help reduce the loss of accumulated sick leave when such assignments are practical, provided there is work to be performed.

Section 11. Infrequent tardiness of less than one hour shall be excused if the employee has a reasonable explanation.

Section 12. Employees who, because of illness, are released from duty shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Subsequent days of approved sick leave use due to illness shall be subject to applicable regulations and this article.

Section 13. Short term annual leave (i.e., on a one-or two-day basis) will be granted to employees who request such leave.

Section 14. The immediate supervisor or acting will approve or disapprove leave requests for short periods of time prior to the beginning of the requested time.

Section 15. Management will grant leave except for justifiable reasons.

Section 16. Approved or requested leave. Complaints involving cancellation of approved or denial of requested annual leave, due to time limits may be submitted orally or in writing by the aggrieved employee directly to the Ranger or Team Leader. The decision will be rendered within the shortest possible time, but no later than 5 days from receipt of the request for reconsideration. If the employee is dissatisfied with the decision, the matter may be processed to arbitration.

Section 17. Earned sick leave may be used for medical appointments, employee illness, and for other reasons permitted by law and regulation.

a. A statement signed by a licensed medical professional may be required when an employee has been on sick leave for more than five (5) consecutive days. An explanatory note by the employee when a physician's services were not used will be accepted unless the employee is under a valid written sick leave restriction as described below.
b. If there is a reasonable indication that sick leave is being abused, the employee will be informed in writing of special provisions for future sick leave approval (e.g. requirement for a medical certificate) and of the right to grieve such a determination. An employee will not receive such a written notice unless he/she has been orally warned by his/her supervisor on at least one previous occasion for an offense. This written notice of sick leave restriction will be reviewed at least every four months by the supervisor with the employee concerned and a union representative if requested by the employee, to determine if continuation of the restriction is necessary. Nothing in this article precludes the Employer from taking disciplinary action, when appropriate, for a violation of sick leave policies or regulations.

ARBITRATION
Article 5

Section 1. If the Employer and Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within thirty (30) calender days after issuance of the final decision shall be submitted to arbitration.

Section 2. Within seven (7) days from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) days after receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven (7) and will then repeat this procedure until one person remains who shall be the duly selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event: (1) Either party refuses to participate in the selection of an arbitrator, or; (2) Upon inaction or undue delay on the part of either party.

Section 4. If the parties fail to agree 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.

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basis work week. All participants in the hearing shall be in a duty status.

Section 6. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties, unless an exception is filed with FLRA.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. The arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing, unless the arbitrator makes a bench decision that the issue is non-arbitratable.

ASSIGNMENT OF WORK
Article 6

Section 1. The Employer will endeavor to make work assignments that are clear and void of conflict with other work assignments. Employees will be furnished a copy of their job descriptions initially and as major changes are made. Work performed on a significant and recurring basis will be included in the position description. The Employer further agrees to consider the views and recommendations of the Union in matters relating to the assignment of work.

Section 2. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period of time, with the employee returning to his/her regular duties at the end of the detail. Details may be used to meet temporary needs on and off the forest when necessary services are needed or for other appropriate needs. Details may be made under appropriate circumstances such as follows: (1) to meet emergencies occasioned by abnormal work load, change in mission or organization, or unanticipated absences such as sick leave or emergency leave; (2) pending official assignments, pending description and classification of new positions, pending security clearances, and for training purposes.

Section 3. It is agreed that when an employee in the Unit is detailed to any position in which he has had no previous training or experience, he shall be given a reasonable training period.

Section 4. It is agreed that no detail will be made to evade the principle of recruitment through open competition. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. In all cases, the length of the detail will not exceed 120 days except by applicable regulation.

Section 5. Based on the need of the employer, details will be rotated among available employees on a fair and equitable basis, to the maximum extent possible, within a respective work area.

Section 6. The employer will record all details of more than 30 days in the employee's Official Personnel Folder. Employees may receive credit toward qualifications for higher level positions based on detail experience, if appropriate. Upon the employees request, the supervisor will provide the employee with documentation of all details in a timely manner. Employees may document details of more than 5 and less than 31 days by submitting appropriate documentation through their supervisor to the Personnel Office to be filed in their OPF.

Section 7. Employees will have only one first-level administrative supervisor, who will make their performance appraisal. However, in cases of extended absence of this supervisor, the acting supervisor or second-level supervisor will complete the employee's performance appraisal pursuant to applicable regulations.

Section 8. The employer agrees that work assignments will not be made on an arbitrary and capricious basis. In addition, assignments will be free of intimidation, coercion, and reprisals. Disputes may be resolved by the grievance procedure.

CHANGE OF REGULATIONS
Article 7

Section 1. Any changes in Government-wide rules and regulations, including Employer's policies affecting employee's working conditions, covered by this agreement may not be put into effect prior to Management meeting its obligations to negotiate with the Union.

CONTRACTING OUT OF BARGAINING UNIT WORK
Article 8

Section 1. The Employer will follow the principles outlined in this article when making decisio on contracting out of work.

a. The Union will be notified at least thirty (30) days prior to beginning a cost-compariso study for any contracting out of work or a decision to contract out work that would affe bargaining unit employees. The Employer agrees to consider any timely input from th Union as to how work and materials could be reorganized in a more efficient manner. Thes views will be used during the cost-comparison study and in developing the performance c work statement. The Union will be provided copies of the bid solicitation, Performance o Work Statement, contract specifications, bid abstract, and bid results, including any update thereto.
b. Upon request, the Employer agrees to negotiate appropriate arrangements with Local 246 pursuant to Chapter 71, Title 5 USC, and article "Matters Appropriate for Negotiation" The Employer will furnish the Union with the Forest Advanced Acquisition Plan and al updates.

Section 2.

a. The Employer will inform the Union of plans for proposal contracts where formal bids or proposals are solicited or of negotiated contracts that may impact employees.
b. The Employer agrees to comply with provisions of OMB Circular A-76, as amended or superseded, in studying options and making decisions to contract out work.
c. To ensure cost savings and efficiency for the Employer, the Employer may find it appropriate to do cost-comparison studies for all work performed by employees before bid solicitations are offered or contracts are negotiated with private contractors.
d. When cost-comparison studies involve discussion with employees, the Union will be given an opportunity to be present.
e. On request, the Employer will give the Union a copy of performance indicators and job analyses. The Employer will meet and clarify the details of the proposal if requested and if appropriate under procurement confidentiality rules.
f. The Union will have thirty (30) days from the date the data was provided or a meeting was held to propose streamlining options to the Employer. The response time may be shortened if 30 days is not practical due to circumstances.

Section 3. The Statement of Work developed by the Employer will be complete and accurate. Comments and recommendations from the Union will be considered when submitted to the Employer in a timely manner.

Section 4. When preparation of the Statement of Work involves discussions with employees, the Union will be given the opportunity to be present.

Section 5. The in-house estimate portion of the cost comparison will be based on the most efficient means to accomplish the work in-house.

Section 6. The scope of work used in the cost-comparison process will be the same.

Section 7. When the Employer determines that contracting out work will affect bargaining unit employees, the Employer will confer with the Union concerning impact on employees affected by the

decision. This shall include consideration of reassignment, promotion, demotion, transfer, detail, special requirement, or other methods directed towards the benefit of employees affected.

Section 8. The Employer agrees to give a minimum of thirty (30) days advance notice before the letting of bids for the contracting of bargaining unit work. Should the bidding process commence before this notice is given, that shall be cause for the process to be set aside and reinstituted anew upon compliance with this section.

Section 9. The Employer agrees that all provisions of this article will be complied with prior to the implementation of a decision to contract bargaining unit work out of the unit of recognition.

DISCIPLINARY/ADVERSE ACTIONS
Article 9

Section 1.

a. Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations which could lead to disciplinary action.

b. Discipline is defined for the purposes of this article as any action taken against an employee that results in a letter of reprimand, suspension without pay, reduction in pay, or removal from the Forest Service, except for performance actions taken under the Performance Appraisal Article of this agreement.

c. Disciplinary and adverse actions, including removal, will only be taken for just and sufficient cause and will be in accordance with applicable regulations.

d. All disciplinary actions shall be intended to correct improper behavior rather than merely punitive in nature, therefore, the punishment must meet the offense. It is recognized that disciplinary actions may include punitive measures; however, corrections, not punishment, should be the legitimate goal of such actions.

e. Relevant factors to be considered by Management in setting penalties for major adverse actions listed in 3d include:

1. the nature and seriousness of the offense, and its relation to the employee's position and responsibilities including whether the offense was intentional or technical or inadvertent or committed maliciously or for gain, or was frequently repeated;
2. the employee's job level and type of equipment, including fiduciary role, contacts with the public and prominence of the position;
3. the employee's past disciplinary record;
4. the employee's past work record, including length of service, performance on the job, ability to get along with federal workers, and dependability;
5. the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties.
6. the consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. the consistency of the penalty with the Penalty Guide;
8. the notoriety of the offense or its impact upon the reputation of the agency;
9. the clarity with which the employee was put on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. the potential for the employee's rehabilitation;
11. any mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice, or provocation on the part of others involvement in the matter; and
12. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 2. The Employer agrees that prior to the taking of a written or sworn statement from an employee or when an employee is going to be questioned on matters which may lead to disciplinary action, the interview or questioning will stop until the employee's representative is present if the employee requests a representative. No questioning will take place until the employee's representative is present.

Section 3.

a. Prior to issuing a letter of reprimand or a notice of proposed disciplinary action, the official issuing the letter or notice, or their designee, shall undertake a preliminary inquiry to obtain pertinent facts relating to the disciplinary situation. The inquiry, where appropriate, will include a discussion with the affected employee.

b. The employee may, in accordance with the "Union Representation and Official Time" article, be represented by the Union. Employees of the unit are entitled to Union representation at all discussions and upon request must be given an opportunity to secure a representative. If involved in a discussion with Management or an Agency Investigator, the employee may terminate the discussion and be allowed adequate time to secure a representative. Once management has been notified that the Union is representing the employee in reference to a specific matter, Management will notify the representative of any additional meetings with the employee relevant to that matter. This notification will allow reasonable time for the representative to attend the meeting. A copy of any correspondence to the employee from Management will be sent to the Union representative at the same time as it is sent to the employee.

c. Management will not allow instances of misconduct to continue solely for the purpose of increasing the severity of the potential penalty.

Section 4.

a. Letters of Reprimand. Letters of reprimand will be clearly titled and sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of their grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of 1 year.

b. Provisions Common to All Disciplinary Cases Taken Under FPM/DPM 752.
   1. In the event an employee is issued a notice of proposed disciplinary action, that employee must be afforded and made aware of all the rights and privileges due him/her and shall be given the opportunity to review the evidence that supports the charges.
   2. The employee and/or representative will be granted a reasonable amount of official time to prepare an answer to any proposal. Arrangements for use of such time will be made in accordance with the provisions of "Union Representation and Official Time" and "Rights of Employees" articles.
   3. Time limits for the employee's response may be extended upon written request.

c. Suspension of 14 days or less. In addition to (b) above, the following applies to an individual in the competitive service, who is not serving a probationary period under an initial appointment or who has completed 1 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:
   1. at least 7 days advanced written notice stating the specific reasons for the proposed suspension;
   2. a reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
   3. be represented by an AFGE Representative, an attorney, or another representative;
   4. a written decision and the specific reasons, therefore, at the earliest practicable date;
   5. grieve the decision, if adverse, through the negotiated grievance procedure contained in the "Grievance" article. The written decision shall advise the employee of this right. If the employee chooses to use the negotiated grievance procedure, they must represent themselves or be represented by the Union.

d. Removal, suspension for more than 14 days, furlough without pay for 30 days or less, or reduction in pay or grade. In addition to (b) above, the following applies to an individual in the competitive service who is not serving a probationary period under an initial appointment, or who has completed 1 year of current continuous employment under other than a temporary appointment limited to 1 year or less; such an employee is entitled to:
   1. at least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
   2. a reasonable time, never less than 7 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
   3. be represented by an AFGE representative or an attorney or another representative;
   4. a written decision and the specific reasons, therefore, at the earliest practicable date; and
   5. the decision letter will inform the employee of their option to appeal the action to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both, and will inform the employee that they will be deemed to have exercised their option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure.

Section 5. Pursuant to applicable regulations, when the employee does not elect to have Union representation at agency proceedings, the Union will be notified by Management and permitted to have an observer present at the agency hearing without charge to leave.

Section 6. Action by the deciding official. After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall decide: to withdraw the proposed action, to institute a less action, or to institute the proposed action.

Section 7. A duplicate of the letter of reprimand, notice of proposed action, and/or decision will be furnished to the employee.

Section 8. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees, subject to the control of the employer.

Section 9. Once a final decision is made on a disciplinary/adverse action, the Management action is limited to implementation of the final decision.

Section 10. In the event the disciplinary/adverse action is rescinded, all records pertaining thereto will be destroyed, and the incident cannot be used as a basis for any further action by Management.

Section 11. In all disciplinary/adverse actions, including proposed actions, the Employer agrees to furnish all information requested by the Union pursuant to Chapter 71, Title 5, USC in order for the Union to properly represent the local and its members.

Section 12.

a. In matters involving both possible disciplinary action and fiscal liability for which a Bill for Collection may be issued, any disciplinary action will be decided prior to issuance of the Bill for Collection. If fiscal liability is pending, the letter proposing disciplinary action will state so.

b. In cases involving gross negligence, the letter proposing disciplinary action will c tification explaining the reasons, charges of negligence determination, subsequent and the right to Union representation.

c. A Notice of Intent of Offset Salary and a Bill for Collection establishing the doll of the liability will be issued to the employee 30 days in advance of collection ac initiated. The Notice of Intent will inform the employee of the nature and amo indebtness, the intention of the Forest Service to collect the debt through deduc pay, amount of installments for repayment, if any, and an explanation of the rig employee under the Debt Collection Act of 1982 (5 USC 5514), including the right t on the existence and amount of the debt and that a timely filing of petition for h stay the collection proceedings. This constitutes the employee's grievance/appeals

d. Notwithstanding the terms of this section, the issuance of a Bill for Collection v delayed if the delay would jeopardize the ability of the Government to collect a due it.

e. The Forest Service will consider waiving collection of employee debts due to adm error or oversights in accordance with 4 CFR 104.3 and the regulations governin ment of pay based on fairness and equity.

f. The Forest Service will normally request relief for accountable officers from G circumstances where adequate recording and security facilities have not been p other extenuating circumstances exist as contemplated in FSM 6507.

The employee may request a waiver in accordance with FSM 6507 for irregularities o $500, which will be submitted to the appropriate official for resolution.

Section 13.

a. The parties recognize that the probationary period is an extension of the examini

b. A probationary employee will not be terminated without some prior notice or rea employee, with the effective date.

DUES DEDUCTION
Article 10

Section 1. Dues will be withheld in accordance with the current Memorandum of Understanding between the Department of Agriculture and the American Federation of Government Employees.

EMPLOYEE ASSISTANCE & COUNSELING PROGR
Article 11

Section 1. The Union and the Employer jointly recognize alcoholism and drug abuse a which are treatable. In addition, the parties recognize that personal, financial, marital, f legal problems, etc., may also create medical behavioral problems. Problems such as thos designed to be addressed by the Employee Assistance Program (CONCERN). The Emp maintain an Employee Assistance Program meeting the requirements of applicable laws, r and guidelines.

Section 2. Each of these problems may cause poor attendance and unsatisfactory perfo the job. It is recognized that each problem has its own identity and will be treated as s

a. The parties acknowledge that the employee has the primary responsibility to m ceptable job performance and for taking any actions or treatment necessary to r When an employee sincerely seeks treatment in order to maintain or regain acc performance or conduct, the Employer will provide assistance, create an atmosp derstanding, and attempt to remove the effects of social stigma associated with tl
b. Pursuant to the current EAP program, Employer will provide employees the opp seek appropriate assistance to overcome problems which contribute to poor job p or unacceptable conduct.
c. It is a basic function of a supervisor to identify poor job performance or unaccepta and to take or recommend corrective action, including referral to EAP, as appro
d. Diagnosis and treatment should be accomplished by referral of employees to out sional treatment and assistance sources.

Section 3. Employees who suffer from any one of these problems may have an advers their co-workers. In order to provide a better understanding of these problems, all em receive a basic training course in the Employee Assistance and Counseling Program. A who participates in this program will be entitled to all of the rights and benefits provi employees who are sick, in addition to specific services and assistance which this p provide.

Section 4. It is the responsibility of the Joint Labor Management Committee (JI develop and promote educational information on the EAP, working with other agenci community who can assist in making the program more effective and make recomme program improvement; (b) review the effectiveness of the program periodically; (c) con means to improve the overall program, utilizing education, new developments and tec assistance from agencies; and (d) engage in other activities that will be beneficial to t

Section 5. The earlier that employee's problems relating to alcoholism, drug abuse. illness can be identified, the more favorable are the chances for a satisfactory solu a supervisor, through daily job contact, observes that an employee is experiencing maintaining job performance, he or she will discuss the apparent difficulties with the

Section 6. Union representation for employees throughout each stage of the EAP pr governed by "Union Representation" article and "Grievance Procedure" article. Viol article are subject to the negotiated grievance procedure.

Section 7. When deemed appropriate, last chance agreements will be offered to employees who are engaged in a medically based approved rehabilitation program. Disciplinary actions initiated against employees while participating in a rehabilitation program will be for just cause. Employees will be provided the opportunity to review all evidence upon which the discipline is proposed or taken.

Section 8. An employee who refuses professional help or is unable to improve their performance or conduct with the assistance of a medical rehabilitation program may be subject to disciplinary action or separation.

Section 9. As provided in the current EAP, EAP services for employees are at Employer's expense, as well as covered services for family members of employees who seek treatment, counseling, etc., to aid them in coping and understanding the employee in the treatment and recovery process.

Section 10. It is recognized that supervisors and Union officials are not professional diagnosticians in the field of alcoholism, drug abuse, or mental health. Neither are they medical experts. However, the Employer through the EAP contract will select and approve the qualified physicians, therapists, or personnel of other treatment resources and facilities whose recommendations for needed treatment and rehabilitation services will be followed.

Section 11. Supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for recovery time of an employee.

Section 12. In accordance with law and government-wide rules and regulations, sick leave is an appropriate form of leave for treatment or counseling sessions.

Section 13. An employee may bring a Union representative to any discussion in connection with this article.

Section 14. The Employer will publicize the CONCERN Program on official bulletin boards, in orientation of new employees, and in CONCERN Program updates through e-mail.

Section 15. Nothing in this article is intended to prevent employees from being subject to disciplinary action who refuse professional help or are unable to improve performance or conduct with the assistance of medical rehabilitation programs.

Section 16. Violations of this article are subject to the negotiated grievance procedure.

EMPLOYEE DEBTS
Article 12

Section 1. It is recognized that all employees are expected to pay promptly, all just fi obligations. A just obligation includes any financial obligation acknowledged by the empl reduced to judgement by a court. In the event of a dispute between an employee and creditor, the Employer will take no action.

EMPLOYEE PERSONNEL FILES
Article 13

Section 1. No derogatory material of any nature, which might reflect adversely upon an employee's character or career, will be placed in his Official Personnel Folder, Employee Development Folder, or any other formal system of records without his previous knowledge. The employee will receive an initialed copy of all such material, which will acknowledge the entry but not the accuracy. Any entry which the employee believes to be unjustified is subject to the negotiated grievance procedure.

Section 2. Employees will be given copies of each initialed document placed in their Official Personnel Folder, or any other official file. No official document/record may be used against the employee unless the employee has received an employee-initialed copy from the Employer at the time the initials were made.

Section 3. Each employee or his authorized representative shall have access on official time to inspect and/or copy any documents appearing in any Official Personnel Folder. The employer will assist the employee and/or his authorized representative in obtaining copies of any such documents. A reasonable number of copies of all documents will be provided to the employee or his representative at no cost.

Section 4. Other than the employee or his authorized representatives, only those persons designated pursuant to appropriate regulations will be allowed access to an employee's Official Personnel Folder. Any authorized person, prior to inspecting an employee's OPF, will be required to sign a public record indicating his name, title, organization, date, and the reason for the inspection.

Section 5. Management will provide the Union with a list by position of persons who are authorized to inspect Official Personnel Folders of employees in the unit.

Section 6. Letters of caution or warning, or any other personal record will be removed from an employee's personnel file after one (1) year. Records of complaints or charges determined to be unfounded will be immediately removed from an employee's personnel file, and such complaints and charges will not be used under any circumstances.

Section 7. Management agrees to comply with the protection requirements of the Privacy Act in safeguarding employee systems of records.

Section 8. It is understood and agreed that the taking of personnel action or failure to take personnel actions by the Employer that violate Title 5 USC may constitute a complaint filed with the Office of Special Council, Washington, D.C., or negotiated grievance procedures. Records in the possession of Employer that do not pertain to the employee's employment will not be maintained by the Employer and will be returned to the employee.

ENVIRONMENTAL DIFFERENTIAL PAY
Article 14

Section 1. In accordance with applicable regulations regarding environmental differential employer will compensate employees performing covered duties listed in applicable regul Federal wage grade employees.

Section 2. Disputes concerning the application of appropriate regulations governing envir differential pay may be grieved, in accordance with the negotiated grievance procedure.

EQUAL EMPLOYMENT OPPORTUNITY
Article 15

Section 1. The Employer will assure that there is equal employment opportunity on all levels and that the full workforce is free from discrimination because of race, color, religion, sex (including sexual harassment), National origin, age, mental or physical handicap, marital status, political affiliation, or Union participation. The Employer is responsible for promoting equal opportunity through a positive, continuing program involving all management policies, programs, objectives, practices, and personnel.

Section 2. The Employer will allocate all necessary resources to effectively administer the EEO program, and there will be criteria for staffing that will also assure effective performance in all program aspects, including affirmative action and processing of discrimination complaints. Managers and supervisors on all levels will fully support and participate in, as appropriate, all policies and programs and are responsible for meeting any goals and objectives established for full equal employment within their areas of jurisdiction. A statement will be issued and made public to all employees reflecting Management's commitment to attain EEO goals.

Section 3. Personnel Action and Employment Practices. All personnel actions and employment practices involving employees and applicants for employment will be based on law, regulation, and the terms of this contract.

Section 4. EEO complaints and Employee Rights to Representation. The Employer will carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the EEO complaints program or the Negotiated Grievance procedure. The Employer will require support and cooperation of Management with EEO counselors and other officials, including the Union in attempting to bring about informal resolutions of complaints and matters related to affirmative action programs. Persons who allege discrimination or who participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal. A complainant has the right to be accompanied, represented, and advised by a representative of his or her choice including the Union, during counseling or at any stage of the complaint procedure.

Section 5. All EEO counselors shall advise all complainants/employees of their right to a representative of their own choosing, including a Union representative during all proceedings of their EEO complaint. (Both parties tentatively agree to this section, based on approval by the Department of Agriculture.)

Section 6. The Employer will continue to utilize the Regional results-oriented program for affirmative action intended to resolve problems of under-utilization and under-representation of minorities, women, and the handicapped. The Employer will welcome any recommendations, including data or any other proposed changes in the Region's Affirmative Action Program at any time. Any Union recommendations will be submitted by the Employer in a timely manner, along with a copy to the Local for consideration by the RO. Copies of all reports, recommendations, reviews, assessments, and evaluations will be furnished to the Local President and or other designated Union representatives.

Section 7. All Union representation and Employer participation in the program under this article shall be on official time, including travel and per diem.

Section 8. Any failures of the Employer to discharge in an optimum manner the res ties established in this article will be in a matter of resolution under the Negotiated (Procedures.

Section 9. Upon request, the EEO complainant and/or their designated representati provided a copy of any and all records pertaining to the discrimination complaint with including a copy of the investigative file.

Section 10. It is understood and agreed that EEO Counselors, Officials, and other EEC ment officials will contact the written designated Union representative of EEO compla matters pertaining to the case.

Section 11. As provided by Public Law 95-454, employees may file EEO complaints negotiated grievance procedure, or they have the option of filing their EEO complaint EEO appeals procedure. However, nothing in this section shall preclude the Union fro EEO grievance under this agreement.

Section 12. The Union shall have the right to be present at all formal discussions betwee ment and employees, including meetings concerning adjustments of EEO complaints bu pre-complaint (counseling) meetings. The Employer will notify the Union at least 5 wc or as soon as it is known by Management in advance of such formal discussions so the attend.

Section 13. The Union shall have the right to attend discrimination hearings pursuan priate regulations.

Section 14. The EEO counselors will submit a copy of all written reports to EEO co and their designated Union representatives.

Section 15. The EEO officer or any other Management official will not alter, delete, destroy any documents pertaining to EEO complaints including reports of EEO counse investigations. Furthermore, the EEO officer and management will not engage in any a would hamper, impede, or interfere with discourage EEO complaints.

Section 16. The Union shall be given reasonable notice (minimum of 5 working days) of or corrective actions taken as a result of informal or formal resolutions of EEO com impact on unit employees, subject to limitations of the Privacy Act.

FLEXTIME & COMPRESSED WORK WEEK
Article 16

Section 1. The parties agree that Alternative Work Schedules (AWS), which are flexible and compressed work schedules, will be used forest-wide according to the guidelines and approved schedules below, for the purpose of improved productivity and greater service to the public, according to 5 USC 6120-6133.

a. Approved AWS and definitions:

* Maxiflex: A flexible schedule. Employee may vary length of the workweek as well as the workday daily. Employee may vary the number of hours per day and the number of days per week. Employee must account for at least 80 hours per pay period. Employee must account for core time on three (3) workdays per workweek. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.
* 4-10: A compressed schedule. Employee works four (4), ten-(10)-hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.
* 5-4/9: A compressed schedule. Employee works eight (8), nine (9) hour days with one (1) eight 8-hour day. Employee schedules short day and day off with supervisors. Credit hours are not earned.

b. Guidelines:

* Employees will have the right to use AWS in this article in accordance with the above guidelines. Management shall not require employees to use AWS, except as required in Section 2 below.

Section 2. Recognizing that all offices and field operations must be adequately staffed, all employees have the right to apply for any approved AWS in section 1a. Management has the authority to disapprove an individual request when the peculiarity of the work requires particular schedules.

Section 3. When an employee requests a particular schedule on a local unit and the request is denied, the employee and the Union will receive a written explanation of the denial. The employee or the Union has the right to grieve the denial.

Section 4. Any modification or changes of AWS to meet the work objectives of any unit must be based on the following criteria: (a) productivity; (b) level of direct or indirect services furnished to the public; and (c) cost of operations, other than reasonable administration costs.

Section 5. Management will not adjust employees' AWS for the purpose of avoiding overtime or other premium or extra compensation. In addition, the AWS must be administered fairly and equitably to all members of the Local.

Section 6. Core time will be 10:00 a.m. to 2:00 p.m. on Tuesday, Wednesday, and Thursday of each work week. It is understood that core time deviation is allowed and will be granted unless critical work requirements dictate otherwise.

Section 7. Forest Service will not use the three (3), 13-hour day compressed schedule.

Section 8. Work schedules shall normally not begin prior to 6 a.m. nor extend beyond 6 p.m. Exceptions based on requirements of the nature of the work (e.g. field work) may be negotiated by the local parties as the need arises.

Section 9. Credit hours are defined as hours of work within the tour of duty which are in an employee's basic work requirement. Credit hours used are considered hours worked.

Section 10. A maximum of 24 hours may be used as credit hour carry-over from one pa to another with the maxiflex AWS.

Section 11. Credit hours may be earned and used within the same biweekly pay period.

Section 12. Credit hours may be used during core hours.

Section 13. Employees cannot be forced to earn credit hours. Employees cannot be forc credit hours that are within the maximum 24 credit hour carry-over.

Section 14. First line officers may make short term changes of no more than one pay perio that are necessary to accomplish the work objectives of the unit. The changes must be adn fairly and equitably in the work unit affected. The Union will be notified of the change at week in advance except in emergency situations.

Section 15. Employees approved to use 5-4/9 or 4-10 will select, with supervisor appro "off" day and/or their "short" day. Subject to work demands at the request of the empl supervisor may approve a change in the scheduled "off" day during a pay period.

Section 16. It is understood that intimidation, coercion, or threats against employees this article will not be tolerated. An employee may identify specific needs for a certain including the normal 8-hour day, maxiflex, and compressed work schedules.

Section 17. Except as modified by this agreement, the existing AWS Regional Policy dat 4, 1994, will remain in effect during the life of this agreement.

GENERAL PROVISIONS
Article 17

Section 1. The Employer agrees to comply with all laws, rules, and regulations, including job grading standards that cover Federal employees, and to apply them on a fair and equitable basis.

Section 2. Employees who are requested or required to use their own private vehicle to perform Government business will be reimbursed as provided by applicable regulations. The use of privately-owned vehicles for Government use, at the request of the Government, will be kept to an absolute minimum.

Section 3. Uniforms, when required, will be furnished and replaced by the Employer. Female employees required to wear uniforms will have the choice of wearing appropriate uniform components in accordance with the agency regulations. Other employees have the option of their own personal choice of clothing, provided they wear reasonable attire.

GRIEVANCE PROCEDURES
Article 18

ection 1. Purpose. The purpose of this article is to provide a mutually-acceptable meth
rompt and equitable settlement of grievances.

ection 2. Scope. A grievance means any complaint: (a) by any employee concerning any
lating to the employment of the employee, (b) by the Union concerning any matter relating
mployment of any employee, or (c) by any employee, the Union, or the Employer concerning
fect or interpretation or a claim of breach, of a collective bargaining agreement, (2) any cl
olation, misinterpretation, or misapplication of any law, rule, or regulation affecting condit
mployment; (d) except that it shall not include a grievance concerning (1) any claimed vi
lating to prohibited political activities or (2) retirement, life insurance, or health insura
a suspension or removal under (4) any examination, certification, or appointment rela
itial employment, or (5) the classification of any position which does not result in the red
grade or pay of any employee.

ection 3. This negotiated procedure shall be the exclusive procedure available to the Uni
e employees in the Bargaining Unit for resolving such grievances except as recorded in Se
this article.

ection 4. Appeal and Grievance Option. An aggrieved employee affected by discrimi
removal or reduction in grade based on unacceptable performance, or adverse action
s/her option raise the matter under statutory appellate procedure or the negotiated gri
rocedure, but not both (except for discrimination complaints). However, employees may fil
rievance and EEO cases, (EEO mixed complaints) in discrimination matters. For the pu
this section and pursuant to Section 7121 (e) (1) of the Act, an employee shall be deer
ave exercised his option under this section only when the employee files a timely notice of
nder the appellate procedure or files a timely grievance in writing under the negotiated gri
rocedure.

ection 5. Most grievances arise from misunderstandings or disputes which can be settled pr
d satisfactorily on an informal basis at the immediate supervisory level. The Employer a
nion agree that every effort will be made by Management and the aggrieved party to
rievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements ar
asionally among people in any work situation, the filing of a grievance shall not be constr
eflecting unfavorably on an employee's good standing, his performance, or his loyalty or
bility to the organization. The Employer agrees to keep grievances confidential. Reasonabl
ring working hours will be allowed for employees and Union representatives to discuss, p
present grievances, including attendance at meetings with Employer officials.

ection 6. By mutual consent of the employer and the Union, the services of the Federal Med
d Conciliation Service may be utilized to attempt to resolve any grievance prior to go
bitration. If mediation is to be used, the parties, one or more of them, contact the F
ediator no later than 10 working days after receipt of the written decision at Step 4, Sect
If grievances are not settled by the mediation, either the Employer or the Union may
bitration. Nothing herein will preclude the parties from attempting to settle the grievance
age of the proceeding.

Section 7. At any and all grievance steps under this article, grievance meetings/discussions will be limited to the following: one Management official, one Union representative, and one Union official in a training capacity, and the grievant, unless additional officials are mutually agreed upon.

Section 8. Upon request by the employee or the Union, all material relative to any grievance or investigation of a complaint and all records pertaining to any employee will be provided in a timely manner at no cost to the employee or the Union.

Section 9. The Employer agrees to provide the employee in their answer to the employee's grievance or any other complaint, the following: (a) the employee's next avenue of appeal, (b) the appropriate management or higher agency and Union official to forward the grievance, (c) notification of the time limit.

Section 10. Any time an employee declares he has a grievance, he shall be entitled to a Union representative.

Section 11. Grievances must be clear and concise with a brief statement of the facts, including a remedy for the grievance.

Section 12. Grievability/Arbitrability Determinations. In the event either party should declare a grievance non-grievable or non-arbitratable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in step 3 of this procedure, as appropriate. Disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 13. Employee procedure:

a. Grievances taken in response to a written decision letter notifying the employee of an action under 5 USC 7512 (Adverse Actions) or 5 USC 4303 (Unacceptable Performance) must be filed in writing within fifteen (15) work days of receiving the decision letter as a step 3 grievance.
b. Step 1. Except as provided in Section 13f of Article 18, the employee and/or Union representative will present the grievance to the immediate supervisor within 15 working days of the incident. The grievance will be presented orally and will describe (1) the specific nature of the grievance; (2) identification of any provision of this contract alleged to have been violated and, if known, the provision (s) of any law, rule and/or regulation affection conditions of employment alleged to have been violated, (3) the remedial action desired, and (4) the name and telephone number of the designated representative, as appropriate. The supervisor will consider the grievance and remedy requested and attempt to resolve the grievance with the employee and/or Union representative. If these attempts do not resolve the grievance within 5 working days, the employee may submit it to step 2. The employee and/or union representative has 5 working days to submit the unresolved grievance to step 2. If the employee chooses to represent themselves, the Union will be invited to attend any and all grievance meetings to represent the interest of the Union.
c. Step 2. The grievance is submitted in writing to the District Ranger or Supervisor's Office Team Leader as appropriate. The written grievance will specify items 1 through 4 of step 1, plus specify the issues of concern unresolved from step 1 and the resolution being sought. The District Ranger/ Team Leader will attempt to resolve the grievance. A meeting with the employee and/or Union representative is mandatory during that 7-day period. The District

Ranger/Team Leader will provide a written response to the grievance within 7 workin of receipt of the grievance. The employee and/or Union representative has 15 workin to submit the unresolved grievance to step 3.

d. Step 3. If the grievant is dissatisfied with the resolution given in step 2, the grievar submit the grievance in writing within fifteen (15) working days after receipt of the d in step 2 grievance to the Forest Supervisor. The written grievance will specify unre issues and the relief requested. Grievances beginning at step 3 will include the infor required under steps 1 and 2 above and a copy of any letter or document being g A meeting may be held to resolve, discuss, or clarify facts and issues that may imp decision, when mutually agreed by the parties. When the meeting would require the or the grievants to leave the local unit, telecommunications may be used at the op either party. A written decision will be transmitted to the grievant and Union withi fifteen working days after the written presentation of the grievance. Included withi decisions shall be a statement indicating the grievant's right to submit a grievance to

e. Step 4. If the grievant is dissatisfied with the decision given in step 3, the grievant may the grievance in writing within twenty one (21) working days after receipt of the d of step 3 grievance to the Regional Forester. The written grievance will specify unre issues and the relief requested. Grievances beginning at step 4 will include the infor required under step 2 above and a copy of any letter or document relevant to the being grieved. A meeting may be held to attempt to resolve the grievance when m agreed. The official listed above shall render a written decision to the grievant and the within thirty (30) working days of receipt of step 4 grievance. The decision shall be t agency decision and the grievance decision shall include a statement indicating tha grievance is not resolved, the Union may refer the matter to arbitration in accordan the "Arbitration" article in this agreement. For matters which involve employee r from the job (termination), the grievance will be filed immediately at step 4 and marked for urgent attention.

f. If in any step of the grievance procedure it is determined that the Management does not have the authority to resolve the grievance, the grievant will be informed, a grievance will be forwarded to the proper official. This will fulfill the grievant's obliga meet the timetable set up in the grievance procedure, but it will not be considered as the steps. Any grievances starting at step 3 level that are not resolved may proceed final step 4 level. Any grievances filed with the the Regional Forester at the first st are not resolved may proceed to the Deputy Chief for Administration, Washington D step 4 grievance.

g. Time limits. Time limits in this article may be extended by mutual consent of the par the event that the grievance is mailed or sent by DG (electronic mail), the receipt da be the date of mailing, plus three (3) days. The parties agree to respond to the gr within the time frame allowed. However, if the parties are unable to respond within t frames, the reason for the delay will be stated, and an up to a maximum of 15 w extension of the time limit will be granted. When information is requested from which is needed to process a grievance or determine if a grievance exists, the time lim be extended equal to the amount of time required to receive the information. Fai the grievant to meet time limits or to request and receive an extension of time will r termination of the grievance. In this regard, if a grievance is not processed through t within the specified time limit or extension thereof, it shall be considered settled on t of the Employer's last response.

Section 14. Grievances may be filed by either party to the Agreement. Such a grievance shall be filed with the other party except in incidents that continue to have an adverse effect on the local BUEs. Such grievances shall (1) be in writing; (2) contain sufficient detail and clarify the basis for the grievance; and (3) specify the relief sought. If the grievance is not satisfied at the Forest level, it can be escalated to step 4 of the procedure. Arbitration may be invoked under procedures prescribed in this agreement if the grievance is not resolved by the parties.

Section 15. All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending time limits within which a decision must be rendered, failure to meet the time limits will allow the grieving party to proceed to the next step upon written notification.

Section 16. Any facts or other significant information gained through any means by the Management official related to a pending Management/personnel action will be fully considered before a final decision is made.

HEALTH & SAFETY
Article 19

Section 1. The Employer will, consistent with the provisions contained in Section 19 of th cupational Safety & Health Act and Executive Order 12196, furnish to and maintain for hi employees places and conditions of employment that are free of hazards that are causing c likely to cause an accident, injury, or illness to the employee. The Employer and the Union to cooperate in a continuing effort to eliminate accident-producing conditions and health ha: The Employer will, in accordance with Executive Order 12196 and the Basic Program Elemen Federal Employee Occupational Safety and Health Programs (20 CFR 1960), assure that empl shall be authorized official time to participate in the activities provided for by the Executive C the Basic Program Elements, and the local safety and health program.

Section 2. The Employer will, in accordance with Executive Order 12196 and the Basic Prc Elements for Federal Employee Occupational Safety and Health, and other applicable dire acquire, maintain, and require the use of approved personal protective equipment, including s shoes and glasses, protective fire clothing, approved safety equipment, and other devices nece to provide protection of employees from hazardous conditions encountered during the perforn of official duties as provided by job hazard analysis. The Union agrees to assist the Emplo publicizing the benefits of the use of protective devices and equipment by employees. The l may negotiate the type of safety equipment and safety supplies defined as a result of the job h analysis. An analysis shall be recorded on Forest Service form FS-67-00-7. A copy will be pro to the employee and the Union upon request.

Section 3. The Employer agrees that wherever and whenever employees are required to pe duties which involve real or potential hazard, they will be provided adequate training to pe the job safely. An employee will not be required to work on a job or machine with which h is unfamiliar until the Employer has provided adequate training and instructions to safely pe the job. Such training shall include instruction, proper work methods to be used, and p use of protective equipment. The Employer agrees that consistent with Executive Order and Basic Program Elements for Federal Employee Occupational Safety and Health Progran CFR 1960), appropriate safety and health training will be provided for employees responsib conducting safety and health inspections, Union selected members of occupational safety and h committees, and other unit employees as necessary. Additionally, supervisors will provide tra to employees in safe working habits, practices, and procedures in regard to specific job assignn

Section 4. No employee shall be allowed to work in an area beyond the visibility of others, wi periodic checks being made by the supervisor or other employees. No employee shall be al to work in confined or enclosed spaces without having someone posted outside equipped wi necessary protective equipment to effect a rescue safely. When work is required to be perfc in areas where flammable or toxic vapors may exist, all such areas shall be maintained sc vapor levels remain within acceptable safety parameters as determined by OSHA safety stanc Employees working in remote areas will be provided with either another person or communic device, such as radios, as provided in the job hazard analysis.

Section 5. No employee, other than qualified personnel, shall be required to perform wo operating power equipment.

Section 6. The Employer agrees to compile and maintain annual statistical summary records required by the agency safety and health program, and provide copies to the Union.

Section 7. Employees will not be expected or required to lift objects that are detrimental to their health. The employee will request to be given assistance in these cases.

Section 8. When an employee or the Union alleges that the noise level is detrimental to the well being of unit employees, the Union or the employee may bring this matter to the attention of the supervisor. If the matter is not resolved, the matter will be referred to the Forest Safety & Health Committee or Safety Officer for resolution or grieved by the employee or the Union.

Section 9. Employer agrees to furnish sanitary wash rooms in the immediate work center or office.

Section 10. The Employer will provide eating space in the work areas for employees who bring their lunch. All employees who work 4 or more hours beyond their normal quitting time will be furnished a meal break. Employees will not be required to remain at worksite periods during lunch time, except in fire standby and similar type emergencies.

Section 11. Employees who are involved in job-related injuries, fitness for duty exams, or required exams will have the option of selecting a doctor of their own choosing at no cost to the employee. However, it is understood that in emergency situations, treatment may be performed by a specific doctor. After emergency treatment, employees choice of physician applies. Employees may wear clothing that is suitable and comfortable for the type of work which they do in their area.

Section 12. The Employer will keep current OWCP regulations and all pertinent claim forms available for employees. Also, supervisors will keep these forms readily available for employee use. Additionally, the Employer will provide adequate assistance for supervisors and employees in order for everyone to properly fill out the claim forms.

Section 13. OWCP compensation claims will be processed by the Employer and sent to the US Dept. of Labor no later than 10 days of receipt of the injury report and other forms needed with a copy to the employee. The Employer agrees to fully cooperate with the employee and to furnish the US Dept. of Labor no later than 10 days from receipt from either the employee or the Dept. of Labor additional information available to the employees.

Section 14. When an employee or group of employees, during the course of performing their official duties, believe they are being required to work under conditions which are unsafe or unhealthy that presents an imminent danger which may cause death, injury, occupational illness, loss of a faculty, or major property damage, they shall cease the activity and notify the nearest available supervisor of the alleged hazard. The supervisor, or other appropriate official, shall evaluate the situation and make a determination as to whether work may proceed. When the Employer determins that a dangerous or potentially dangerous condition arises or is present at a work site, employees at that work site and the appropriate Union representative will be notified immediately as to precautionary steps to be taken. The Employer agrees to post notice of hazardous conditions discovered in a workplace as required by the Basic Elements for Federal Employee Occupational Safety and Health Programs (20 CFR 1960). The notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any precautions by applicable regulations.

Section 15. Management agrees to provide adequate lighting, heating, and ventilation areas in accordance with laws and regulations (e.g. OSHA), and will not permit employees for an unreasonable period of time in areas that do not meet these laws and regulations determined that heat, light, ventilation, and space are not adequate in any work area cont the Forest Service, corrective action will be taken to the extent possible. In facilities not c by the Forest Service, such corrective action will be requested.

Section 16. Management will, to the extent feasible, eliminate identified safety and health Whenever such conditions cannot be readily abated, Management shall inform the Union, parties shall arrange a timetable for abatement, including a schedule of interim steps t employees. Arrangements shall include notifications, warnings, relocation of employees, i information to employees exposed to the hazardous conditions, and other steps the par agree are necessary under the circumstance, such as holding informational meetings with employees.

Section 17. The parties, in the course of normal duties, shall encourage employees to wo and to report any observed unsafe or unhealthy conditions to the employee's immediate su Stewards and other representatives of the Union, in the course of performing their normally responsibilities, are encouraged to observe and report unsafe practices, equipment, and co as well as environmental conditions in their immediate areas which may represent health

Section 18. When an employee feels that they are subject to conditions so severe that eve term exposure to such conditions would be detrimental to health and safety, they shoul the circumstances to the immediate supervisor. The supervisor shall inspect the work substance in question and analyze the situation to ensure that it is safe (or may be safely before requiring the employee to carry out the work assignment. If any doubt regarding t of existing conditions is raised, an appraisal shall be obtained from the appropriate man official before proceeding. The Union will receive a copy of any documentation of the in or appraisal of the alleged unsafe working conditions. If the employee determines an u unhealthy circumstance exists and the supervisor cannot correct the hazard, the superv take preventive action as specified in Section 16 above. The employee or group of emplo continue to believe that work is being required under conditions which are unsafe or u beyond the normal hazards inherent in the operations in question have the right to file a g When exposure to a serious hazard requires immediate solution and it is not possible to o supervisor's concurrence beforehand, an employee may temporarily avoid the hazard and notify the supervisor. This does not include inherently hazardous activities for which preparations have been made, such as forest fire suppression. The provisions in this sec apply where an employee, untrained in law enforcement and not authorized to carry a is faced with danger from encounters with e.g. trespassers, cannabis (marijuana) growers claim holders, etc., and civil disturbances.

Section 19. No employee will be required or permitted to handle potentially hazardous without the proper training and information as prescribed by Federal law or regulation. As by laws and regulations (e.g. OSHA), a chemical exposure monitoring plan will be pro employees working with hazardous materials which pose a threat of long-term physical including appropriate medical examinations and testing at the Employer's expense.

Section 20. Employees will be made aware of any exposure to hazardous materials when by the OSHA "Right To Know" Regulation.

Section 21. The Employer will, to the maximum extent possible, ensure that hazardous or poisonous substances are properly marked and stored in accordance with Federal labeling and storage regulations. Upon discovery of noncompliance with Federal labeling and storage regulations, the Employer will immediately initiate corrective action.

Section 22. When employees are temporarily unable to perform their regularly assigned duties because of documented and confirmed illness or injury, but may be capable of returning to or remaining in a duty status, the Employer will detail such employees to work assignments Management determines to be available and compatible with the employee's physical condition, or temporarily tailor the employee's regularly assigned duties to the physical limitations to the extent the Employer determines such changes are feasible and warranted.

Section 23. Where documented medical evidence shows the work environment is contributing to a medical problem, the Employer will make reasonable effort to place the employee in a suitable environment to protect the employee's health.

Section 24. Occupational Health and Safety Training. The Employer recognizes the need for training and orientation regarding occupational health and safety, including training on bloodborne pathogens where appropriate, to ensure employee safety, and a minimum loss of worktime due to injuries. The Employer will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation of new employees. Additionally, supervisors will instruct employees in safe working habits, practices, and procedures in regard to specific job assignments. The Forest Service Health and Safety Code Handbook (FSH 6709.11) will be accessible to all employees.

Section 25. Communications. Field-going employees subject to hazardous conditions will be provided with 2-way radio contact when identified by a job hazard analysis.

HOLIDAYS
Article 20

Section 1. Eligible employees shall be entitled to all holidays that are now established b and those that may be added by law, and all holidays designated by Executive Order. Curr regular holidays are designated as follows: New Year's Day, Martin Luther King's Day, Presi Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanks Day, and Christmas Day.

Section 2. Employees shall receive pay at their regular rate plus any appropriate premiu on all days designated as holidays on which they are required to work. Employees working holiday within their basic work week shall receive the same pay rate as they would normally r plus appropriate pay for the holiday.

Section 3. Holiday benefits will be provided in accordance with appropriate laws and regul

Section 4. It is agreed that work on holidays shall be held to a minimum, subject to the m requirements of the Employer. Employees will be given as much notice as possible of all ho to be worked. Upon request, employees may be excused from working holidays.

Section 5. An employee may request leave for any work day which occurs on non-federal ho associated with the religious faith of the employee. Leave for such purposes will norma approved.

HOURS OF WORK
Article 21

Section 1. If no other work week has been established, the standard work week for full-time employees will consist of five (5) consecutive eight (8)-hour days (40 hours per week). Days off will normally be two (2) consecutive days. [When local Management knows in advance, it will give employees at least 14 calendar days, written notice before changing tours or shifts, except for emergency or unforseen situations.] The work schedule (standard tour, maxiflex schedule, 4-10 compressed schedule, and 5/4/9 compressed schedule will remain as written) shall provide that: (a) an employee's established tour of duty will not be changed on a day-to-day basis; (b) the occurrence of holidays shall not affect the designation of the basic work week; (c) breaks in working schedules of more than 1 hour shall not be scheduled in any basic work week.

Section 2. Two rest breaks of 15 minutes each will be granted Bargaining Unit Employees each shift. Additional 15 minute rest periods will be granted during each four-hour period beyond their normal quitting time. Breaks will be taken at approximately midpoint of each half of the workshift.

Section 3. Individual temporary changes in the tour of duty schedule shall be in compliance with applicable laws and regulations. Employees will be given a written notice of change of the normal tour of duty. The notice will inform the employee of the new work schedule and the reasons for the change. A copy of the notice will be provided to the Union.

Section 4. Work assignments/details shall be rotated on a fair and equitable basis among qualified and available employees. Employer will maintain records which can be reviewed at any time by the Union. It is recognized that employees may not always be released due to specific work situations.

Section 5. Tours of duty shall not be established or modified solely for the purpose of avoiding the payment of holiday, premium, or overtime pay.

Section 6. The Employer will provide a reasonable amount of time consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the work day. In the same manner, a reasonable amount of time will be allowed for employees for the storage, clean-up and protection of government property, equipment, and tools prior to the end of the work day.

Section 7. Work schedules of Union officials will not arbitrarily or capriciously be changed. Changes in work schedules are subject to the grievance procedure.

Section 8. The Employer's general policy is to not have split days off. If any such need should arise, the Union will be notified and informed of the reasons for a split shift. Any changes will be resolved by negotiations between the parties.

Section 9. When working in another unit for extended periods of time, Union representatives will be provided reasonable access to a telephone to conduct representation.

Section 10. Employee's hours of work will not be changed without justification.

Section 11. Employees will not be requested to clock in and out of work.

Section 12. Employees will be given 1 hour lunch periods when conditions permit. When regu permit, negotiations may be opened by either party concerning employees performing p fitness activities (wellness programs) during working hours.

IMPASSES IN NEGOTIATIONS
Article 22

Section 1. Impasses will be resolved in accordance with Public Law 95-454 utilizing FMCS and FSIP. In the event the negotiations result in out of town meetings, the employer agrees to pay expenses for Union officials of Local 2466.

INCENTIVE AWARDS
Article 23

Section 1. It is agreed that all employees in the unit shall be encouraged to participat Incentive Awards Program. It is the desire of the Employer and the Union that all b suggestions be processed in a timely and expeditious manner.

Section 2. No percentage will be used in determining the number of employees to receive in the unit.

Section 3. Explanation for rejection of all suggestions will be made by the awards offic employee will be afforded the opportunity to review the suggestion file and may be acco by a Union representative.

Section 4. Supervisors shall use the Incentive Awards Program to recommend deserving er for Special Achievement Awards.

Section 5. Incentive awards shall be applied uniformly to all bargaining unit employees.

Section 6. Awards will not be used solely to enhance an employee's qualifications for a position, to improve an employee's ranking for a vacancy, or improving an employee's a compete for a future promotional opportunity.

Section 7. Rejected suggestions cannot be implemented by Management under any circum Furthermore, rejected suggestions must be furnished to the employee in writing signed rejecting official and may be subject to the grievance procedure.

INVESTIGATIONS OF EMPLOYEES
Article 24

Section 1. To insure that employees are aware of their Union representation rights under PL 95-454 [Federal Labor Relations Statutes, Sec. 7114(1)(2)(b)], notification will be accomplished quarterly on the National Forests and Grasslands in Texas instead of annually as required by law.

Section 2. Employees who are subject of an investigation will be advised of the purpose of the interview and whether they are the subject of the investigation prior to taking oral or written statements from that employee.

Section 3. Investigations will not violate any rights of employees during the investigation process.

Section 4. Criminal and misconduct formal investigations will be conducted by qualified investigators trained and certified in criminal and/or administrative misconduct investigative procedures and requirements. The Employer will not interfere with investigations. Investigators will have complete authority to conduct investigations. Investigations will comply with all laws, rules, and regulations covering federal employees being investigated.

Section 5. The Employer will request investigations in a timely manner.

Section 6. All employees have the absolute right to due process in all investigations.

Section 7. When the employee being interviewed is accompanied by a Union official, Management recognizes the role of the official to include clarifying questions, clarifying answers, assisting the employee in providing favorable or extenuating facts, suggesting other employees who have knowledge of relative facts, and advising the employee. The Union representative will not impede/interfere with the accomplishment of the investigation and will not respond to questions for the employee. Rather, the employee is obligated to provide answers to the best of his/her ability. A copy of the employee's written and signed statement will be furnished to the employee and furnished to the Union representative upon request.

Section 8. Employees under investigation will be retained in their present position except for just cause, in which case the decision will be in writing.

Section 9. To the extent Management has control, Management will insure the protection of privacy of information obtained during investigations.

Section 10. Violations of this agreement are subject to the negotiated grievance procedure.

Section 11. If the investigation results in a determination that the allegations are unfounded, the employee will be notified in writing of this fact, and Management will consider the matter closed.

Section 12. Employee rights - criminal misconduct interviews only. In addition to those rights pertaining to all investigative interviews:

a. Employees may choose to invoke their right to non-self incrimination pursuant to the Fifth Amendment to the US Constitution (right to remain silent).
b. Employees may elect to have legal counsel (an attorney) present.

c. Absent exigent circumstances (e.g. life endangering situations), if the employee is plac custody (or similarly detained), *Miranda* warnings must be given before employees ar any questions related to the alleged offense.

JOB CLASSIFICATION
Article 25

Section 1. When an employee alleges inequities in his position description or classification, he shall be furnished information on the appeal rights and procedures set forth in applicable regulations. He may elect to be represented by a Union representative in discussing the matter with Management or presenting an appeal.

Section 2. The Union President or his designee shall be notified in advance when a personnel action is to be taken that will have an adverse effect on the employee's pay or grade.

Section 3. Filing a classification appeal does not deprive the employee of his right to appeal any related adverse action through appeal or grievance procedures.

Section 4. The term "all other duties as assigned" in the employee's job description shall be interpreted to mean job-related. However, non job-related duties may be subject to reclassification action.

Section 5. The Employer agrees to comply with the position classification and job grading standards, including the appropriate grade of unit employees.

Section 6. The Employer agrees to abide by the principle of equal pay for substantially equal work.

Section 7. The Employer agrees to provide each employee with a copy of the job description to which the employee is assigned. The job description shall accurately and realistically reflect the actual duties which the employee is expected to perform, and be in compliance with the applicable job standards. All job descriptions will be kept current.

Section 8. Employees shall be given the opportunity at least once a year to review their job description and discuss it with their supervisor. If, after reviewing the job description, an employee believes that something needs to be added or deleted, a written request may be submitted by the employee to the immediate supervisor, who shall disapprove the change or approve the change and submit appropriate documents within 10 days for personnel office action, with a copy going to the employee. The 10-day limit can be extended for good cause.

Section 9. Should a dispute develop over the accuracy of the job description, the personnel office shall review and make a determination on the matter. If the employee is dissatisfied with this determination of the personnel office, the matter may be referred to the negotiated grievance procedure.

Section 10. It is understood and agreed that employees will not be required to perform duties that would result in their job being reduced in grade or pay unless it is the result of a formal adverse action process.

Section 11. Employees have the absolute right to request in writing anytime that the Employer or OPM perform an audit of their job. Requests for job audits must be for just cause. It is understood and agreed that job audit requests must be in writing by the employee or the Union to the immediate supervisor with a copy to the Local Union. Job audits by the Employer must be completed in a timely fashion.

Section 12. Once the job audit request is received, the personnel classifier will contact the making the request and arrange for a mutually satisfactory date for the classifier to perfo audit. The classifier will first properly interview the affected employee(s) and/or supervisor

Section 13. Upon request to their supervisor, employee(s) are entitled to Union represe throughout this audit process. The classifier will provide the affected employee(s) and the with his written decision no later than 15 calendar days beyond the 30 calendar day time li completion of the job audit. The time limit can be extended for just cause.

LAST CHANCE AGREEMENTS
Article 26

Section 1. The Local President or his/her designee shall be notified and given an opportunity to be present before an agency offers a bargaining unit employee a last chance agreement.

Section 2. By signing an agreement, an employee does not necessarily admit to a wrong doing.

Section 3. An employee may waive his/her rights to challenge adverse or disciplinary action through the Merit Protection Board, Equal Employment Opportunity Commission, or arbitration proceedings as part of their negotiated discipline agreement.

Section 4. Allegations of employee's violation of last chance agreements are subject to the negotiated grievance procedure or MSPB to solely determine the validity of the alleged violation.

MATTERS APPROPRIATE FOR NEGOTIATION
Article 27

Section 1. The Employer agrees to meet and confer (i.e. negotiate) regarding personnel policies ar practices and matters affecting working conditions of employees in the bargaining unit as provide by Public Law 95-454, as amended.

Section 2. Regarding any matter affecting working conditions which is subject to a Governme wide rule or regulation, the Union may request an exception from the appropriate higher Agenc level so the parties can meet to arrive at a satisfactory mutual agreement.

Section 3. Where the parties mutually agree to any changes in this agreement, they shall execut a joint document which will amend an Article(s) of this agreement. The amendment shall b approved and executed in the same manner as the original agreement.

Section 4. If the parties do not mutually agree on a proposed change submitted by either part the matter will then be considered for formal negotiations. At that time the Union will be grante official time to conduct negotiations on the proposed changes. The negotiating team members sha not exceed five (5) from each party except by mutual agreement.

Section 5. All impasses in negotiations will be resolved in accordance with the Impasse Article c this agreement.

Section 6. It is understood and agreed that any changes in any personnel policies, practices an other matters affecting working conditions of employees in the bargaining unit can only be mad by mutual agreement using the procedures outlined in this Article.

Section 7. The Employer agrees to refer any proposed changes or reissuance of an existing polic in personnel policies, practices, or other working conditions of Union employees to the Union a least 15 calendar days prior to anticipated implementation. The Union agrees to respond as soo as practicable and in the absence of a response within 15 calendar days, the Employer will procee with implementation. This time limit will be extended by mutual consent. If the Union notifies th Employer within 15 calendar days that it does not concur in the proposed change(s), negotiation will begin as soon as possible. In the event either party invokes impasse procedures, includin FMCS & FSIP, the proposed change will be held in abeyance pending resolution of the impasse.

Section 8. Unless prohibited by law and subject to the provisions of this agreement, past practice and benefits not covered by this agreement shall remain in full force and effect during the life o this agreement unless and until changed by mutual agreement of the parties.

Section 9. The Union has the exclusive right to represent employees as provided by law when th Employer conducts discussions with employees related to personnel policies, practices, or workin conditions. The Employer will notify the Union and the Union may designate a representative tc be present at these discussions. However, Management will not poll employees. Upon request, the Union will be permitted to poll bargaining unit employees on duty time on matters affectin conditions of employment under procedures in this agreement.

MANAGEMENT RIGHTS & RESPONSIBILITIES
Article 28

Section 1. Management officials of the agency retain the right, in accordance with applicable laws and regulations:

... To determine the mission, budget, organization, number of employees and internal security practices of the agency; and
... In accordance with applicable laws:
  * to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  * 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 (1) among properly ranked and certified candidates for promotion, or (2) any other appropriate source; and
  * to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this section shall preclude the agency and any labor organization from negotiating:

  * at the election of the agency, 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;
  * procedures which management officials of the agency will observe in exercising any authority under this section; or
  * appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

MOTOR VEHICLE OPERATORS
Article 29

Section 1. Ma
of relatives.

Section 2. De
son, daughter
mother-in-law
step-daughter

Section 1. Motor vehicle operator's qualifications, duties, job performance, and vehi shall be governed by and comply with current Department of Agriculture, Federal I Transportation (DOT), State and local traffic and safety regulations.

Section 2. Motor vehicle operators will not either knowingly or voluntarily be directed to take any action in the performance of their driving duties which tend to comprom any law, rule, regulation, or directive as set forth by the agencies or departments Section 1.

Section 3. Motor vehicle operators will be trained to familiarize themselves with c regulations.

Section 4. Based on the nature of the driving assignment, drivers will be permitted to ta rest periods and meal breaks during their trips. Rest periods will be considered norma

Section 5. Management agrees that the maximum weights that an employee is requi that which is specified in the physical qualifications requirement for his/her position; employee may request assistance in lifting where assistance is needed.

Section 6. Motor vehicle operators, dozer operators, and tractor drivers will be furnishe and suitable leather gloves, seat cushions, foul weather gear, flashlights, and other PP with the JHA without charge to the employee.

OVERTIME
Article 31

Section 1. The Employer and Union recognize a mutual responsibility for expenditious and ef service to the public, including the need for a willingness on the part of employees to be av when workloads require the use of overtime. Recognizing this, the Employer and Union agre the assignment of an individual to overtime work or the denial of such assignment will not be to reward or discipline an employee. Overtime may be required of an employee; however, supe shall take into account personal desires of an employee regarding any overtime assignment in r such assignments.

Section 2. Overtime assignments will be distributed and rotated equitably among available qu employees within a local unit. The Union representative may consult with the supervisor conc the assignments of overtime in an effort to keep the overtime work equal among all emp Supervisors shall not assign overtime work to employees as a reward or penalty. The recognize that equitable is not necessarily equal in terms of number of overtime hours assig worked. It is expected that certain specialized overtime needs will be required more than oth will be exempt from the rotational requirements (i.e. sewage treatment operators, heavy equ operators, fire fighters). The parties recognize that entitlement to overtime for hours worked considerably based upon tours of duty and work schedules of individual employees. Fifte minute increments is the minimum period of overtime for which overtime payment will be

Section 3. When the need for overtime is known by the Employer, the assignment of o during the workweek, or on days outside the workweek, or on a holiday, the Employer ag provide the employee with advanced notice at the earliest possible time after a decision to overtime has been made. The Employer agrees to strive for at least 24 hours advance n the assignment of overtime except in cases of emergency or pre-posted fire standby assig The Employer will maintain a record of overtime assigned which can be reviewed by the representative.

Section 4. Whenever the Employer determines that the amount of overtime worked in a pa occupation or unit is excessive to the point that another position may be profitably and conti employed on a full-time or part-time basis, a review will be made to consider additional p Recommendations and comments by the Union will be considered.

Section 5. Employees who work overtime shall be allowed a fifteen (15) minute paid break 4 hour period worked. If an employee is working at least a block of eight hours overtime, minute, non-duty lunch period will be authorized.

Section 6. Employees called in to work outside of or unconnected with their basic work shall be paid a minimum of two (2) hours pay, regardless of whether the employee is req work the entire two hours. Employees called back to work outside their normal workweek released promptly upon completion of the task they were called back to complete.

Section 7. Overtime is compulsory; but employees will be excused from overtime assignme the employee's health or safety would adversely be affected by the assignment or for other acceptable to the Employer.

Section 8. It is understood and agreed work "suffered or permitted" by the Employer will be considered time worked and that employees will be compensated as appropriate.

Section 9. Employees who are non-exempt under FLSA will not be permitted to work in excess of their scheduled tour without overtime pay or other appropriate remuneration. Non-exempt GS employees may earn compensatory time in lieu of overtime in accordance with law and the applicable regulations.

Section 10. Unscheduled emergency overtime will commence at the time work commences.

PARKING
Article 32

Section 1. Parking facilities will continue to be provided without cost for all bargaining employees within close proximity to their work area.

Section 2. Subject to the control the employer has, employees special or reserved parking p to park personal vehicles during work hours will be provided for employees whose work acti or physical limitations demonstrate a need for special parking.

Section 3. Should the Forest receive direction from higher authority to begin charging empl for parking, management agrees to meet and confer with the Union prior to implementation o directive.

PAY PRACTICES
Article 33

Section 1. Shift/night differentials will be paid to employees in accordance with governing regulations. Shift/night schedules will not be changed solely for the purpose of avoiding overtime pay and differential pay or premium pay.

Section 2. Upon request, advanced salary payment to employees will be made in accordance with appropriate regulations.

Section 3. Differential pay for scheduled Sunday work will be paid in accordance with governing regulations.

Section 4. Premium pay for work on holidays will be paid if part of the employee's work schedule. Hours worked on holidays will be reflected on the employee's time and attendance, whether the work is unscheduled or scheduled in advance.

PAY SCHEDULES
Article 34

Section 1. Employees will receive their paychecks and leave/earning statements on a biweek

Section 2. Management agrees to make special efforts to process time and attendance early when a holiday falls on the normal days that time and attendance reports are proc payment.

Section 3. Management agrees to follow up, when notified, on employee salary checks not by the employee when the salary check is not received within 4 days of the normal receipt

PERFORMANCE APPRAISAL
Article 35

Section 1. All employees in the bargaining unit will be evaluated on an annual basis under a performance evaluation system that includes performance standards and critical elements that are consistent with the employee position description. Such standards and critical elements shall be directly related to the employee's official position description.

Section 2. Employees will be given a copy of their position description, the performance standards and elements that relate to their position prior to the evaluation period. At that time, the immediate supervisor will assure that such standards and elements are fully understood by the employees.

Section 3. Performance standards and elements shall be valid, job related and in accordance with 5 CFR 430.203 to permit objective and accurate evaluations of performance. Performance standards will be applied in a fair and equitable manner. Employees shall be given a complete copy of their evaluation. Evaluations shall be based solely on job performance during the agreed upon appraisal period. Supervisors shall not evaluate employees unless the employee has performed work under direct supervision for a period of at least 90 days.

Section 4. Any disputes under this article shall be processed under the negotiated grievance procedure. All representation under this article shall be in accordance with the article, Union Representation and Official Time.

Section 5. If the supervisor believes that an employees' performance falls to the unacceptable performance level, the employee will be notified and counseled about specific deficiencies and performance standards, so that he/she is aware of what is expected at the fully successful level. Such notice will identify: (a) the performance element(s) involved; (b) the instances of performance supporting the evaluation; (c) the performance necessary to raise the evaluation to fully successful; and (d) what assistance will be provided to the employee to improve his/her performance. A record of the counseling will be provided to the employee. The employee will be placed on a Performance Improvement Plan (PIP) as described below. PIPs will be prepared to document in writing: (a) the specific critical element(s) in which the employee's performance is deficient; (b) the types of improvements the employee must attain in order to improve performance to the fully successful level; (c) the assistance to be provided to the employee in improving his/her performance; (d) a period of time appropriate to the circumstances, at least 60 days but not more than one year, which the employee will be given to improve performance; and (e) the personnel actions which could be taken if performance does not improve. Performance results will be documented at the conclusion of the improvement period on a summary rating form supported by an explanation of how the employee's performance during the improvement period compared to the deficiencies identified in the PIP. Upon the employee's request, he/she will be entitled to be represented by the Union in the meeting at which the PIP is presented. If the performance has not improved and corrective action is necessary, the Employer will give the employee a written notice of the proposed action setting forth in detail the basis for the action. Such notices will be given to the employee 30 days in advance of the proposed action. The employee will have 15 days calendar in which to respond to the proposed action.

Section 6. Time for preparing a reply to the notice of proposed action, or grieving, or appealing a notice of final decision, will be granted if requested by the employee and/or his designated representative.

Section 7. In no case may the decision to take action be based on matters not stated in the notice.

Section 8. The employee may grieve the decision under the negotiated grievance proc the employee may appeal to the MSPB, but not both. The notice of decision will sp requirements for filing the grievance or appealing to the MSPB, including pertinent time each option.

PROMOTIONS
Article 36

Section 1. The Employer recognizes the benefit to promoting from within the bargaining unit. The complete Merit Promotion Plan is on file in the servicing Personnel Office and a personal copy will be furnished to any employee upon request. Promotions on the NFGT will be accomplished in accordance with the USDA FS Merit Promotion Plan and this contract.

Section 2. The Employer will make selection for vacancies from among a properly ranked and certified list for promotion or from any other appropriate source. The selecting official is entitled to make the selection from any of the candidates from the certificate who based on his/her judgement is best suited/qualified for the position being filled in consideration of pre established selection criteria and other valid factors, such as personal hardship situations or spousal placement.

Section 3. Management will notify the Union of each BU vacancy approved to be filled. A list of all BU position vacancy announcements will be provided to the Union. Internal vacancy announcements will be posted on designated bulletin boards within the area of consideration for a minimum advertisement period of 7 days. A copy of each vacancy announcement pertaining to positions in the bargaining unit will be provided to the Union President. Vacancy announcements shall contain:

a. the announcement number;
b. position title, series and grade (number of positions, if filling more than one position);
c. promotion potential, if any;
d. location of position;
e. area of consideration and grade level(s) being considered;
f. opening and closing dates;
g. statement of duties and qualification requirements (including evaluation criteria);
h. address, phone number, and contact person for making application;
i. Equal Employment Opportunity Statement (i.e., candidates will be considered without discrimination for any non-merit reasons such as race, religion, sex, national origin, marital status, politics, physical handicap, age, or membership or non-membership in an employee organization; and
j. application instructions.

Section 4. To be eligible for consideration for a competitive promotion, applicants must meet qualification requirements, time-in-grade restrictions, and any selective factors required, either:

a. as of the closing date of the vacancy announcement; or
b. within 60 days after the closing date of the vacancy announcement.

Section 5. If a position is announced as temorary, and the announcement does not state that it may become permanent, the position will be reannounced if it becomes permanent.

Section 6. Upon request, employees will be provided the following information:

a. If the employee was considered;
b. if the employee was basically qualified;
c. if the employee was grouped among the best qualified;
d. who was selected; and
e. how the employee might improve the chances of future promotion.

Section 7. Temporary promotion: A temporary promotion shall be used instead of a de the employee's services are needed to perform the full scope of a higher grade position for than 60 days. An employee can be noncompetitively promoted not to exceed 120 days. Temp promotions of over 120 days must be filled through competitive procedures.

Section 8. Any changes in current provisions of the Forests' Merit Promotion Plan direc higher authority will be implemented in accordance with "Matters Appropriate for Negotiat this agreement.

Section 9. Supervisors will make a reasonable effort to notify known potentially interest ployees who are absent from duty of vacancy announcements during vacancy announcemen periods.

Section 10. Disputes over the interpretation and application will be subject to the neg grievance procedure. Promotions of unit employees will be in accordance with the merit pro plan.

Section 11. Annual or sick leave balances will not be a factor in promotions.

Section 12. Supervisors will keep employees advised of strengths and weaknesses in job perfo in order to assist employees in career planning.

Section 13. Employees who have been selected for promotion will be released from their ol tion when promoted. Disputes arising out of the application of the merit promotion plan s processed in accordance with the negotiated grievance procedure. When a complaint is fil Local President or his designee will be permitted to post-audit all existing records used as for ranking and selecting employees for any promotion action such as promotion certifica tinent production records, records of awards received, training, experience and education supervisory appraisals and the selecting official's statement of the reasons for making the se subject to current case law and the provisions of the Privacy Act.

PUBLICITY
Article 37

Section 1. Sufficient Union bulletin boards will be provided at all Ranger District Offices, Work Centers, and the Supervisor's Office for the display of Union literature, correspondence, notices, etc. Approval of literature is not necessary; however, the Union is responsible for its contents. The Employer will not remove displayed material.

Section 2. The Employer agrees to include in its newsletter a statement as to the recognition granted the Union officials and representatives and notices of all Union meetings and other information submitted by the Union. The Employer will publish all telephone listings of Union officials and representatives in its telephone directory.

Section 3. Distribution of Union literature will occur during non work time of sender. Distribution may occur at Forest Service facilities. Noncompensable meals are not considered duty time.

Section 4. Copies of the negotiated agreement will be provided to each employee by management. Twenty additional copies will be provided to the Union President. Agency Directives will be made available for reference during normal business hours in the Supervisors Office and at District Office locations.

Section 5. The employer agrees to provide sufficient display boards to be utilized by the Union to display information to unit employees.

Section 6. In the interest of promoting labor/management relations, the Employer agrees to provide a listing on the SO Directory identifying Local 2466, and the name and room number of the Local President.

RECOGNITION & UNIT DETERMINATION
Article 38

Section 1. The employer recognizes that the American Federation of Government E (Union) is the exclusive representative of all employees in the unit (as defined in secti low).

Section 2. This agreement is applicable to all permanent non-professional employees of the Forests in Texas, except management officials, supervisors, confidential employees, and e engaged in Federal personnel work in other than a purely clerical capacity.

REDUCTION IN FORCE, REORGANIZATION TRANSFER, REASSIGNMENT & REEMPLOYMENT, AND TRANSFER OF FUNCTION

Article 39

Section 1. Both parties recognize that Management must follow RIF laws, rules and regulations, when a permanent employee will be furloughed for more than 30 days, separated, demoted, or reassigned requiring displacement, when the release is because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, an individual's exercise of reemployment rights or restoration rights, or reclassification due to erosion of duties when it occurs within 180 days of a formally announced RIF.

Section 2. Planning the work and organizing the work force to accomplish agency objectives within available resources are management responsibilities. Upon request, the Union will be furnished one copy of the current RIF rules and regulations.

Section 3. The parties consider RIF to be an action of last resort and Management will avoid RIF whenever and wherever practical. To minimize the adverse impact of RIF on employees, management will accomplish goals otherwise achieved by RIF, through attrition and/or cost reduction efforts whenever feasible before conducting a RIF. As a matter of policy in cases of budgetary insufficiency, management will not resort to RIF until methods of cost reduction, to the extent feasible and not prohibited by law, Department, or Forest Service regulation have been exhausted to avoid RIF. Such methods might include every possible method of controlling discretionary expenditures such as, but not limited to, innovative salary saving methods, e.g., leaving positions vacant to save salary costs, reducing training costs, offering leave without pay, furloughing rather than separating employees. The Union will be allowed a reasonable amount of official time to prepare proposals concerning RIF. The Union will also be allowed a reasonable amount of official time to review retention registers and other records pertaining to RIF, and will counsel and assist employees who are affected by RIF.

Section 4. As provided by current regulations, employees are given performance credit for RIF competition when his/her performance meets certain requirements. Credit is given by adjusting an employee's service compution date for RIF purposes based on the mathematical average (rounded in the case of a fraction to the next higher whole number) of the value of the employee's last three (actual and/or assumed) annual performance ratings of record during the four year period prior to the date of issuance of a specific reduction in force notice. In determining this average, the value assigned to each annual performance rating of record is as follows:

a. Twenty additional years of service for each performance rating of "Outstanding";

b. Sixteen additional years of service for each performance rating of "Exceeds Fully Successful";

c. Twelve additional years of service for each performance rating of "Fully Successful"; and

d. No additional service credit is given for performance ratings below "Fully Successful".

For example: An employee who received annual performance ratings of record in the last three years of Fully Successful (12 years), Fully Successful (12 Years), and Exceeds Fully Successful (16 years), would receive 14 years of additional service credit (12+12+16=40, then 40 divided by 3=13.3, rounded to 14).

Section 5. Competitive Area is defined as follows: Employees of the National Forests & G in Texas compete forest-wide.

Section 6. Prior to official notification of employees and at the earliest possible date, t will be notified on any pending RIF so the Union may become aware of all the details, the reasons for the RIF. The Employer will provide the Union with complete information any reorganization or other action that results in a RIF and negotiate the procedures be followed in carrying out the RIF and appropriate arrangements for any employees affected. The Employer will maintain all lists, records, and relevant information for at year.

Section 7. When the Employer determines that a major RIF is necessary, the Emplo to freeze the filling of all vacancies in the bargaining unit either by outside hiring or (competitive) for the competitive areas and levels involved in the RIF, until the RIF completed and/or all affected employees have been properly placed.

Section 8. The Employer shall request, when appropriate, that USDA and OPM dete the Employer is undergoing a major RIF for the purpose of authorizing voluntary retirem 5 USC 8336(d)(2).

Section 9. Prior to and during a RIF, the Employer shall provide individual meeting ployees eligible for optional or involuntary retirement to explain those benefits. Informa such benefits available to bargaining unit members will be provided to the Union. The be offered the right and opportunity to be present at all such meetings between the Em employees.

Section 10. The Employer shall waive qualification requirements in assignments to b cancies during RIF when the employee meets any minimum education requirement for t and has the capacity, adaptability and special skills required to satisfactorily perform tl the position and such placement actions will not cause undue interruption to the work. assigned to new positions and whose duties are different from those previously perform ceive training as quickly as possible. Supervisors will discuss training needs with the en a continuing basis and will advise employees on training which would enhance career p

Section 11. Competitive levels may be established by listing all affected jobs in separate levels or by grouping jobs so similar in all respects that an employee may readily mov position to another without significant training and without unduly interrupting the wo Positions in a competitive level should be similar of duties, responsibilities, pay schedul appointment, and requirements for experience, education, training, skills, and aptitude

Section 12. An employee affected by RIF and/or his/her Union representative has th will be given the opportunity to review all records pertaining to the action, including pertaining to RIF.

Section 13. An employee and/or his/her Union representative will be given the opp review retention registers listing other employees who may be entitled to displace him as employees he/she may be entitled to displace.

Section 14. Grade and/or pay retention for employees affected by RIF will be the maximum allowable under appropriate law and regulations.

Section 15. The Employer shall inform all employees as fully as as soon as possible of plans or requirements for RIF in accordance with applicable rules and regulations; and inform all employees of the extent of the affected competitive area, the regulations governing RIF and the kinds of assistance provided for affected employees. The Union will be invited to attend all meetings.

Section 16. The Employer shall provide a specific written RIF notice to each employee affected by the RIF, if released from their competitive level, at least sixty (60) calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action, the employee's service computation date, subgroup, competitive area, and competitive level. Rights of appeal, if applicable, to the Merit System Protection Board and time limits of such appeals will also be in the RIF notice. The Union will receive a copy of each RIF notice.

Section 17. For the duration of the RIF, the Employer will provide the Union with up-to-date information and keep them informed of actions taken.

Section 18. Any career or career conditional employee who is separated because of RIF will be placed on a reemployment priority list, and such employees will be given preference for rehiring in temporary and permanent positions for which they are qualified. It is understood that acceptance of temporary employment will not alter an employee's right to be offered permanent employment.

Section 19. The Employer shall counsel employees for whom no positions are located, on the basis of information obtained from the local State Employment Security Agency, on any benefits that may be available to them.

Section 20. Employees on detail may be released from their detail back to their permanent position during RIF. Details will be governed by appropriate regulations and this agreement.

Section 21. Transfer of Function:

a. A TOF is the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas; except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.
b. The Employer will follow all applicable laws, rules, and regulations, as well as this agreement, in conducting a transfer of function involving bargaining unit employees.
c. Transfer of function will not be used soley for the purpose of avoiding a RIF.

Section 22. Employees who are separated because of the transfer of function and or RIF shall be entitled to severance pay in accordance with applicable laws and regulations.

RIGHTS OF THE EMPLOYEES
Article 40

Section 1. The Employer and the Union agree that employees shall have and shall be pr the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and Union. Also, the parties agree that labor relations are part of the mission of the Empl freedom of such employees to assist the Union shall be recognized as extending to par in the management of and acting for the Union in the capacity of an organization repre including presentation of it's views to officials of the Executive branch, the Congress, appropriate authority. The Employer shall take such action, consistent with law or with from higher authority, as may be required in order to assure the employees are appris rights described in this article, and that no interference, restraining, coercion, or discrim practiced within the Agency to encourage or discourage membership in the Union.

Section 2. The terms of this agreement do not preclude any employee of the Agency fron matters of personal concern to the attention of appropriate management officials, in a with applicable laws and regulations, with the presence of a Union representative, if the so desires.

SMOKING
Article 41

Section 1. It is understood and agreed that the employer recognizes the right of the employees to smoke or refrain from such activity. It is also agreed that there will be not interference, intimidation, restraint, or coercion against either smoker or non-smoker in the exercise of such rights. The Employer agrees to provide designated smoking areas in close proximity to where bargaining unit employees are employed.

Section 2. Management shall designate in writing each designated smoking area.

Section 3. In a facility where there is a designated smoking area, a supervisor will normally grant a smoker permission to take his/her work to the designated smoking area provided to do so is not disruptive to the office/work center operations, productivity is not decreased, and security and confidentiality are not breached.

SURPLUS EMPLOYEE IDENTIFICATION & PLACEM
Article 42

Section 1. Goal. As described in article of this agreement (RIF), Management and the Un that all alternatives available will be used to prevent the adverse impacts to employees c Reduction in Force.

Section 2. Definition of Surplus Employee. A surplus employee is an employee that is in a that Management has decided to abolish within the current or next fiscal year for lack lack of work, or elimination through reorganization.

Section 3. Employee Placement during Reorganization. Prior to identifying and after ic surplus employees and positions, the Union and Employer will develop and use a noncoı process to aid in placement of employees affected by reorganization and other lack of ı The process will be utilized as a means to provide priority placement opportunities to that are or will become available, thus preventing placement of employees on the Fore: Surplus Employee List. The parties agree to work together to develop this process. When it will become an attachment to this agreement and subject to revision by the parties dates. The Employer and Union agree to take maximum effort to avoid any loss of jobs.

TRAINING
Article 43

Section 1. The Employer and the Union agree that the training and development of employees within the unit is of primary importance to the parties and will improve the efficiency and effectiveness of the Service. To effectuate and further this policy, the Employer shall maintain, within its available resources, an aggressive training program. Employees are encouraged to participate in furthering this policy through broadening their own education and self-development. The Employer will provide adequate training for all employees in their position. A concerted effort will be made to provide specialized technical training through job-related courses. The following approaches to employee training and career development will be utilized to further the goals of the NFGT:

a. In-service and on-the-job training to improve capabilities to perform their duties;
b. Cross training and assignments in related positions, whenever feasible;
c. Enrollment of employees in part-time educational programs at local educational institutions or in correspondence courses; and
d. Onsite work-study programs.

Section 2. The parties recognize that each employee is responsible for applying reasonable effort, time, and initiative in increasing his or her potential through self-development and training. Employees are encouraged to take advantage of training and educational opportunities that could enhance their efficiency of the job and provide skills needed for advancement. However, an employee will not be forced to participate in a training program not related to his/her current functions and job responsibilities.

Section 3. Once a year the supervisor and employee will evaluate the training needs of the employee. At that time, the supervisor will inform the employee of any training necessary to improve performance in his/her position and further his/her career.

Section 4. The Employer agrees that there will be no prohibited discrimination in the selection of employees for training and participation in career development programs.

Section 5. Career development for the individual employee shall be encouraged by the Employer by providing an opportunity to develop a personal career development plan. Each calendar year, a Career Development Plan that enhances work proficiency and career development will be prepared by the supervisor, in consultation with the affected employee, in conjunction with the annual performance evaluation. The plan will identify the training objectives and the means by which they will be accomplished. Methods of training available are (a) on the job, (b) reading assignments, (c) job related conferences and meetings, and (d) formal training. The accomplishment of all training is subject to the availability of funds. In developing the plan, consideration will be given to the employee's present skills and knowledge levels and past training received. The plan shall be designed to provide positive encouragement for employee development through initial, recurrent, and functional training activities.

Section 6. The Employer agrees to provide all employees, upon request, with information on training and educational opportunities, including the Career Enhancement Program. Employees will be advised of the requirements to enter such training programs and will be assisted in applying. Employees applying for a course will be notified prior to the start of the course of their selection or nonselection. Reasons for nonselection will be given to an employee.

Section 7. A record of satisfactorily completed formal training courses will be filed in ployee's personnel folder within a reasonable time after such training is completed. The will receive a copy. In addition, the employee is responsible for furnishing information training which has been accomplished or completed if he/she wants it to be included ir Upon request, such training documents will be shown to the employee and/or his/her U resentative.

Section 8. To the extent the Employer's resources permit, the Employer will support training courses that would be mutually beneficial. However, the amount it will pay approved training course will be limited by such factors as the measure of program benefi availability of training funds. The selection of employees for training shall be on a fair and basis subject to the Employer mission needs and job skills and knowledge requirements. E will be granted on duty time when appropriate, to participate in approved training pr courses.

Section 9. To the maximum extent possible, supervisory officials will utilize skills and k an employee has gained in a training or development program, consistent with mission n

Section 10. The Employer may provide employee on-the-job cross training where pı employing such techniques as interchanging employees when they share mutual desires and to receive training in each of their respective positions.

Section 11. In the event of a RIF, the Employer will determine from the appropriate ployment Service whether any of the affected employees may be eligible for training at g expense, and if so, will inform employees how to apply for training.

Section 12. The Employer and the Union, through the Joint Labor Management Comn identify areas of skill in which shortages exist and insure that all employees are informe areas. Furthermore, the Employer will inform the employees how to apply for trainin areas.

Section 13. When advance knowledge of the impact of pending changes in function, or and mission is available, it shall be the responsibility of the Employer to plan for the retraining of employees involved. Maximum use will be made of the authority to waive q requirements in order to place employees in lines of work where their services can be ut

Section 14. The Employer agrees to give at least thirty days advance notice to the Unio to the installation of any new equipment, machinery, or process which would result in work assignment and require additional training when a significant number of BU em affected.

Section 15. Employee development folders shall be established and maintained for all and folders will contain a record of all training. Upon request, these records will be sh employee and/or their Union representative.

TRAVEL AND PER DIEM
Article 44

Section 1. Employees that are temporarily assigned outside the commuting distance of their duty station (training, work details, etc.), will normally be allowed to lodge in local motels or other reasonable accommodations during the detail. Employees are expected to return to their official station and personal residences for overnight lodging if the work assignment is within commuting distance, and may return home for overnight lodging in other situations with approval.

Section 2. When overnight lodging away from the duty station is needed, employees will use temporary lodging in close proximity to the temporary assignment that is suitable to their personal needs and within the maximum lodging costs specified in current travel regulations.

Section 3. Employees assigned to emergency details in individual overhead positions, or as a member of a crew, may be required to use the government accommodations provided for the detail. In most instances, lodging is government furnished in fire camps, staging areas, and other facilities associated with fire suppression activities.

Section 4. Employees who are expected to travel on official business more than once a year may be required to obtain and use the agency issued credit card to cover official travel expenses, such as lodging, air fares, and meals.

Section 5. Grievances related to this article will be resolved under the procedure specified in the Grievance article.

Section 6. Employee travel time will be compensated, if provided by provisions of the FLSA and/or Title V of the U.S. Code.

Section 7. Employees, including Union representatives, that use their personal vehicles for official travel, may claim reimbursement for the use.

Section 14. New Union representatives will be permitted to receive up to 40 hours Union orientation by the Union on duty time. Orientation training may be by OJT and/or formal training.

Section 15. Union representatives will use the most economical means to accomplish representational functions by use of telephone, mail, fax, E-mail, etc. whenever practical.

Section 16. A Union representative will be invited to attend all meetings with Management officials in accordance with law, regulations, or this contract.

Section 17. Union representatives will inform their supervisor of the type of representational function, the estimated amount of time needed, and the date, time and location of the official time requested. This procedure also applies to BUEs who have requested official time for Union representation. Arrangements will be made to accomplish this request in a timely manner pursuant to the CBA. The Union official will be granted access to any employee who has information relative to the representational function. Official time requested will be granted as requested unless release of the employee(s) or the Union official would impair the mission of the unit. When performing representational functions with employees at other work sites, the Union official will notify the unit head or immediate supervisor before visiting the employee(s). If a delay in releasing a representative for representational functions or the employee involves a situation with a contractual time limit, the time limit will be extended in writing equal to the delay.

Section 18. An employee may handle his/her own grievance. However, if he/she desires representation, he/she will be represented by the Union or someone approved by the Union. The Union has a right to be represented at formal discussions between Management and employees involving grievances, personnel policies and practices, or other matters affecting general working conditions. For employees who are Union officials, another Union official will be permitted to attend who may present the views of the Union. All such Management discussions and meetings will be scheduled so the Union official will be permitted to attend and express the Union's view. This right to be present does not extend to informal discussions of personnel problems between employee and supervisory officials. However, if such informal discussions involve discussions of personnel policies or other matters which the Employer is obligated to discuss or negotiate with the union, such decisions will not conflict with existing agreements with the Union.

Section 19. Management recognizes the right of the Union to poll BUEs concerning conditions of employment. Management will assist the Union by making BUEs available in a reasonable period of time so the Union can perform the polling in an efficient manner. Only BUEs will be polled. When Management is conducting formal discussions with BUEs concerning working conditions, the Union will be invited to attend.

UPWARD MOBILITY
Article 46

Section 1. The parties agree that the goal of upward mobility is to provide employees th tunity to compete for positions so as to advance and perform at their potential.

Section 2. In implementing upward mobility programs, the Employer will insure approach provide for identification of job patterns and promotional opportunities commensurate ployee skills and potential. Lateral reassignments and transitional positions for employe current jobs do not provide an opportunity for further advancement, training to provide ees the opportunity to enhance promotional qualifications, staffing techniques, eliminatio performance related criteria to enter a formal upward mobility program.

Section 3. Upward mobility objectives are to be an integral part in affirmative action plan will be consistent with equal employment opportunity goals and objectives.

Section 4. The agency will continue to use training programs that increase the opport employees to participate in training to improve their skills and qualifications.

USE OF OFFICIAL FACILITIES
Article 47

Section 1. The Employer will provide the Union adequate facilities for internal union meetings during non-duty hours. The Union will notify the Employer of this need as far in advance as practical so that arrangements can be made as necessary. The Union will be responsible for securing the area after its use.

Section 2. The Employer will provide adequate office space, with the appropriate fixtures including: desks, chairs, file cabinets, office equipment, and telephone, which can be secured, on the premises for carrying on official business of the Union.

Section 3. It is agreed that the President of the Union or his/her designee is allowed occasional use of available public address system to make announcements concerning meetings with Bargain Unit Members.

Section 4. Local Union representatives are authorized to use the Employer's FTS telephone system for the purpose of communications or matters related to representational functions.

Section 5. The Employer agrees that such other services and facilities as are requested will be provided insofar as they are consistent with Public Law 95-454, as amended, and applicable laws and regulations.

Section 6. The Employer will provide adequate locked file cabinets to the union officials in which to store their material. These provisions will be made at particular sites as requested by union representatives.

Section 7. The Employer will provide adequate means of transportation to union representatives as needed to perform their representational functions. Forest Service vehicles will normally be the method used.

Section 8. The Employer will continue to provide the tools, equipment, and supplies necessary for employees to perform their duties as safely and efficiently as practical.

Section 9. The Employer agrees to permit distribution of literature sponsored by the Union to all employees in the Bargaining Unit through regular mail distribution procedure.

WITHIN GRADE INCREASE
Article 48

Section 1. Public Law 87-793, the Postal Service and Federal Employees Salary Act provides that an employee shall receive a within grade (step) increase subject to, amc conditions, a determination "that his work is of an acceptable level of competence..."

Section 2. Advancement to the next higher step of the employee's grade shall be autom: the employee has:

aCompleted waiting period
bNot received an equivalent increase during the waiting period
cA current summary rating of at least fully successful.

Section 3. Within this framework, the Union and the Employer agree to the following p (a) When the supervisor's evaluation leads to a conclusion that the employee's work an acceptable level of competence, the supervisor shall provide the following to the em writing, sixty (60) days before the employee is eligible for a step increase; (1) an expla each aspect of performance in which the employee's services fall below an acceptable level this renders the employee's performance on the job as a whole below an acceptable le statement of the acceptable level of performance on each of those work aspects, (3) ad what the employee must do to bring his/her performance up to the acceptable level, (4) a s that the employee's performance will not be evaluated as being at an acceptable level ur performance improves to the acceptable level, and (5) a statement that the employee the end of the waiting period in which to bring his/her performance up to an accepta (b) The employee will be notified in writing of the supervisor's determination at the e waiting period. (c) Determinations that an employee's performance is not of an accept and the standards which serve as the basis of this consideration may be reconsidered th use of the machinery established in other parts of this agreement. (d) Employees in the b unit may be represented by the Union at any stage of the reconsideration process as o appropriate regulations. An employee has a right to Union representation in presenting for reconsideration of a negative determination and to grieve a decision sustaining the determination through the negotiated grievance procedure.

DURATION OF AGREEMENT
Article 49

Section 1. The effective date of this agreement shall be the date of approval by the Director of Personnel, Office of the Secretary of Agriculture, or on the 31st day after execution of this agreement, if the Director of Personnel has neither approved nor disapproved the Agreement. This agreement will remain in full force and effect for two years from the effective date. However, either party may give written notice to the other, not more than 105 days, nor less than 60 days, prior to the first annual anniversary date of its intention to reopen and amend or modify this agreement.

Section 2. Either party may give written notice to the other, no more than 105 days nor less than 60 days prior to the two year expiration date, and each subsequent expiration date, for the purpose of renegotiating this agreement. The agreement will remain in full force and effect during the renegotiating of said agreement and until such time as a new agreement is approved.

Section 3. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for two year periods, subject to the provisions of this article.

COLLECTIVE BARGAINING AGREEMENT SIGNATURE SHEET

In witness thereof, the Parties hereto executed this Collective Bar
Agreement. The effective date of this Agreement is May 29, 1997

FOR MANAGEMENT:

PHILLIP INGRAM,
Chief Spokesperson

GLENN DONNAHOE
Negotiator, NFGT

RUBEN NATERA
Negotiator, NFGT

GARY SAMAHA
R8 Labor Relations Officer

FOR UNION:

CARL HOLT
Chief Spokesperso

ANGUS NIGOL
AFGE Local 2466 P

KENNETH MARSHALL
AFGE Local 2466 V

RICHARD WELDON
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VICKI HOWARD
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