AGREEMENT

between

MONONGAHELA NATIONAL FOREST
FOREST SERVICE
DEPARTMENT OF AGRICULTURE

and

LOCAL R4-88
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

Effective Date: - 2007

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Between

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NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

PREAMBLE

In accordance with the provisions of the Civil Service Reform Act of 1978, this Agreement is entered into between the Monongahela National Forest, hereinafter called the "Employer", U. S. Forest Service and U. S. Department of Agriculture, hereinafter called the "Agency", and the National Association of Government Employees, Local R4-88, hereinafter called the "Union".

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows: Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Monongahela National Forest and the well being of employees within the meaning of statute, to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the Employer and to provide means for amicable discussion and adjustment of matters of mutual interest, and in fulfilling these responsibilities, the parties do affirm that they will cooperate in all efforts to insure good relations among the Employer, the employee, and the local community.

This memorandum of Agreement is executed pursuant to the exclusive recognition granted Local R4-88 of the National Association of Government Employees (hereafter referred to as the Union) by the Monongahela National Forest, (hereinafter referred to as the Employer); whereas the efficient administration of the Government and the well being of employees require that orderly and constructive relationships be maintained between the parties hereto; and whereas subject to law and the paramount requirements of the public service, employee-management relations should be improved by providing employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Therefore, the parties agree hereto as follows:

ARTICLE 1

EXCLUSIVE RECOGNITION AND UNIT DETERMINATION

Section 1 The Employer recognizes the Union as the exclusive bargaining representative for all of its employees included within the bargaining unit as set forth below. The Union recognizes the responsibility of representing the interests of all Employees in the Unit without discrimination and without regard to Union membership with respect to grievances, personnel policies and practices, and other matters affecting general working conditions subject to the expressed limitations set forth in succeeding Articles.

Section 2 The relationship between the parties and this Agreement are established in accordance with the Certification of Representation issued May 4, 1971, by William B. Kane, Area Administrator, LMSA Pittsburgh Area Office. This representation unit covered by the recognition and this Agreement is composed of:

Included: All nonprofessional employees of the Monongahela National Forest, U.S. Forest Service, and temporary employees of thirty days or more and career conditional/career seasonal employees.

Excluded: All professional employees, management officials, confidential employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in the 5 USC 7112 (b).

ARTICLE 2

DEFINITIONS

The following definitions of terms used in this agreement shall apply:

Consultation is defined as mutual discussion of policies, programs, and procedures related to work conditions of members of the Union which are within the authority of the Employer for the purpose of obtaining Union views before the Employer takes final action. This definition does not compel either party to agree to a proposal or make a concession.

Negotiations is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.

Grievance means any complaint:

(a) by any unit employee concerning any matter relating to the employment of the employee;

(b) by the Union concerning any matter relating to employment of unit employees; or

(c) by any unit employee, the Union or the Employer concerning...

(1) the effect or interpretation, or a claim of breach of this agreement; or

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

Official Bulletin Boards: A bulletin board upon which required personnel notices are posted. These will be located at each work site on each Ranger District, the Supervisor's Office, and each Construction & Maintenance Warehouse, including the Forest Shop.

Emergency Situation: An emergency situation is one which poses immediate and unforeseen work requirements for Employer as a result of natural phenomena or other circumstances beyond Employer's reasonable control or ability to anticipate.

Day: Unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.

Agency: An Executive agency as defined in Title 5 USC 7103 (a) (3).

Management: This term is equivalent to Employer.

Bargaining Unit Employees: Employees as defined in Article 1 Section 2 of this agreement and in accordance with Title 5 USC 7103 (a) (2).

ARTICLE 3

PROVISION OF LAWS AND REGULATIONS

Section 1 In the administration of all matters covered by this agreement, the Employer and Union shall be governed by applicable federal laws & statutes, Departmental Regulations, Manuals and Handbooks, Forest Service Manuals & Handbooks, and policies, and local Forest Service Regulations and Policies in existence at the time this agreement is approved. The Parties agree that any changes to regulations and policy are open to bargaining. Where any local policies conflict with this agreement, the agreement will prevail.

Section 2 Higher level regulations for conditions not addressed in this agreement may not be implemented by the Employer until the Union is given an opportunity to bargain over the impact and implementation of such regulations. The Union will have its rights under 5 USC 7117 to allege that no compelling need exists for the regulation and to pursue such right with the Federal Labor Relations Authority.

Section 3 Proposed Employer changes to Forest personnel policies, practices, and matters affecting working conditions for conditions not addressed in this agreement will be open to bargaining with the Union.

ARTICLE 4

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1 Matters appropriate for consultation or negotiation between the parties are policies and practices relating to conditions of employment which are within the discretion of the Employer and changes of laws and regulations or policies directive in nature to the Employer that may warrant changes to conditions of employment.

Section 2 Either party has the right, at reasonable times, to confer with the other concerning subjects appropriate for consultation or negotiation as outlined in Section 1, above. The party desiring a meeting shall give reasonable notice to the other party specifying the subject matter to be discussed and, if appropriate, summarizing the incident or conditions, if any, which necessitates the meeting.

Section 3 It is understood that the proper level for negotiations is the Forest Supervisor, and/or designee, and the Union President, and/or designee.

Section 4 The Local shall have 10 calendar days from the date of receipt of written notification to request a briefing to discuss the proposed changes. The Local shall have 15 days after the conclusion of the briefing to forward a complete set of written proposals to the designated Forest Service official authorized to negotiate. If no briefing is requested, as stated above, the Local shall have 20 calendar days from the date of receipt of notification to request bargaining and to forward a complete set of written proposals to the designated Forest Service official authorized to negotiate. Normally, briefings at the local level will be face-to-face. Extensions or reductions of this time period will be by mutual agreement. Within 10 calendar days after the receipt of the written proposals, the Parties will commence bargaining.

The Negotiation Team will consist of no more than three Local and three Management members. Travel and per diem will be paid for the negotiators that are Forest Service employees. Upon mutual agreement, the numbers of team members may be increased. The negotiation session will occur during normal business hours, and will ordinarily be held in or near the Monongahela National Forest as mutually agreed between parties. If representatives are otherwise in a duty status, official time will be authorized.

Section 5 Conference calls and telecommunications for the purpose of negotiation may be used by the Parties by mutual agreement

Section 6 In the spirit of collaborative relationship, the Parties agree that changing conditions will create a need for both the Forest Service and the Union to propose negotiations. The Parties may propose changes in conditions of employment not in conflict with this Agreement.

If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement with respect to the proposed changes to conditions of employment. Management agrees that it will not unilaterally implement the change until the Union has been notified pursuant to Section 4 of the changes and given the opportunity to bargain including conclusion of impasse procedures, except for emergencies or delay of the effective date of law.

Section 7 Conditions of employment which include Personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions (5 U.S.C. 7103(a) (14)) shall remain in effect unless modified through negotiations pursuant to Sections 4 or 6 of this Article.

ARTICLE 5

EMPLOYER RIGHTS

Section 1 Subject to Section 2 of this Article, the Employer retains the right…

(a) To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

(b) In accordance with applicable laws…

(1) to hire, assign, direct, lay off and retain employees in the agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from…

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2 Nothing in this Article shall preclude the Employer and the Labor organization from negotiation…

(a) 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;

(b) procedures which management officials will observe in exercising any authority under this Article; or

(c) appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 6

RIGHTS OF EMPLOYEES

Section 1 In an atmosphere of mutual respect, working conditions shall be fair and equitable, and employees shall be treated without discrimination in regard to their political affiliation, union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions, which will be conducive to enhancing and improving employee's morale and efficiency.

(a) Instructions will be given in a reasonable and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule.

(b) An ill-founded basis, such as unsubstantiated rumors or gossip, shall not influence disciplinary or adverse action against an employee.

(c) No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal or be used as an example to threaten other employees.

(d) An employee has a reasonable expectation to clear direction. When conflicting orders are given by responsible officials, the employee will immediately advise the official who issued the latest order that a conflict exists and allow the official to determine which order shall be followed. The employee will notify their first line supervisor or other management official in their chain of command of the conflict as soon as practical.

(e) If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within Management's control.

Section 2 All employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization, or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978 and applicable laws and regulations. In the exercise of this right, employees shall be free from any and all interference, coercion, restraint, and discrimination. Union membership shall not be encouraged or discouraged by any supervisor or management official.

Except as otherwise provided, employees have the right: to act for the National Association of Government Employees in the capacity of a representative and the right in that capacity to present the views of the National Association of Government Employees to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 3 All employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

Section 4 Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 5 An employee has the right to Union representation if he/she request such representation at any examination in connection with an investigation if the employee reasonably believes disciplinary action could result from the examination.

Section 6 Upon request, an employee has the right to representation by the Union at any meeting when the employee has a grievance concerning conditions of employment.

Section 7 All employees will be provided, during the month of June, notification of the right to have Union representation at any Management initiated investigation that may result in disciplinary action. Management will specifically advise all Special Agents and employees empowered to conduct an investigative interview, in writing annually, of the Union's coverage, the employee's right to request Union representation and their obligation to grant it before continuing. The Union will be invited to present their rights and responsibilities to the Forest Law Enforcement community annually. Management will include the annual notification in the new employee orientation package and will permanently post the notification on the Employee Information Bulletin Boards.

Section 8 Employees will not be required to make a report of arrest or indictment.

Section 9 Employees are obligated to give information to authorized representatives of the Department when called upon if the inquiry relates to official matters and the information is obtained in the course of employment or as a result of relationships incident to such employment. This shall include the furnishing of a signed statement. Failure to respond to requests for information or to appear as a witness in an official proceeding may result in disciplinary penalty. Nothing herein shall be deemed to infringe upon an employee's right to invoke the protection of the Fifth Amendment to the Constitution with respect to self-incrimination.

Section 10 Employees have the freedom to exercise any right of appeal granted by law, rule, regulation, or this agreement without fear of reprisal.

Section 11 Employees shall have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit. Employees are not required to seek advance approval of outside employment with the exception of 450 filers.

An employee may participate in the activities of national or state political parties as prescribed by law, may participate in the affairs of, or accept an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, non-profit educational and recreational, public service, or civic organization. Employee's can invest their money, donate to charity and participate in similar type of activities freely. Employees shall not

accept a fee, compensation, gift, payment of expense or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest; engage in outside employment which tends to impair his/her mental or physical capacity to perform his job; receive any salary or anything of monetary value from a private source as compensation for his Government services. This section is to be applied in a manner that is consistent with an employee's constitutional rights.

Section 12 Management will consider an employee's request for reassignment and respond in writing if requested.

Employee request for reassignment due to hardship will be reviewed within 20 days of the request. The employee will be provided a detailed written explanation if the request is denied.

Section 13 Management will inform employees of pertinent rules, regulations, and policies.

Section 14 Admonishment, verbal warning, or counseling on unacceptable performance should be conducted privately.

Section 15 Employee records will be maintained in accordance with the Government retention schedule unless otherwise specified in the Agreement. Expired records will be destroyed or given to the employee upon request.

Section 16 Employees may question assignments which they believe violate law, policy and/or regulations without reprisal.

ARTICLE 7

UNION RIGHTS AND OBLIGATIONS

Section 1 Consistent with statute and this Agreement, the Union is entitled to act for, or represent the interests of all employees of the Unit, either collectively or individually, described in Article 1 of this Agreement. The Employer will not bypass the Union by entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning all matters affecting personnel policies, practices, or working conditions or any other matters that may be negotiable with the Union. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, political affiliation, marital status, or handicapping condition.

Section 2 The Union recognizes the responsibility of representing the interests of all employees within the Unit it represents without discrimination and without regard to labor organization membership consistent with this Agreement and statute.

Section 3 Representatives of the Union shall be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employees in the Unit concerning any grievance or any personnel policy or practices, or other condition of employment. The right of the Union to be present during such discussions shall be subject to necessary requirements as to security and confidentiality of information. Further, the Union shall be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

(a) the employee reasonably believes that the examination may result in disciplinary action against the employee, and

(b) the employee requests representation.

Section 4 Data in Management's possession will be available for use in resolving any question, complaint, or grievance, pursuant to 5 USC 7114b(4).

Section 5 The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal, or when raising matters of concern or dissatisfaction with Management. The Union has exclusive right to represent employees under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance without representation by the Union, provided that the Union is a party to all discussions and grievance processing. In any case, the Union shall have the right to be present at the adjustment. The adjustment must be consistent with the terms of this Agreement. For written grievances, the Union will have access to all written responses upon request. The Union will be given copies of all decisions.

ARTICLE 8

UNION REPRESENTATION

Section 1 The Employer agrees to recognize the elected officers and duly designated stewards of the Union. The employer agrees to recognize the right of the Union to designate Shop Stewards. The maximum number of stewards will be seven (7). This will include the Chief Steward.

The names of Shop Stewards will be posted by the Union on bulletin boards where Union Material is posted. The local Union president will notify Management officials of changes in the roster of stewards and in officers.

Section 2 In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and non-official membership, collection of dues, campaigning for Union officers, conduction of election for employee organization officers, and distribution of literature will be conducted during the non-duty hours of the employee(s) concerned.

Section 3 Union officers or stewards are authorized a reasonable amount of official time during duty hours to process employee complaints, grievances, or meet and confer with Management officials. Management officials agree that there will be no restraint, interference, coercion, or discrimination against stewards because of the performance of these duties. Union officers, or stewards, will conduct their business with dispatch.

Section 4 A Union steward or elected officer of the unit, while on Union-Management business within the terms of this Agreement, shall obtain the permission of his/her immediate supervisor prior to leaving his/her assigned work area to conduct such business. If the Union steward or elected officer of the unit enters another work area, he/she will obtain the permission of the supervisor present prior to conducting Union-Management business.

Section 5 Union officials will be granted a reasonable amount of official time for administration of this Agreement and its supplements as stated in Section 8. This time should be properly coded on a T&A report. These functions are reviewing Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions; performing representational functions as specified in this Agreement; receiving, reviewing, preparing, and presenting grievances; handling complaints such as FLRA, MSPB, EEO, GAO, etc; preparing for negotiations; negotiating; preparing reports required by 5 U.S.C. 7120(c); and contacting other Union officers regarding aforementioned functions.

The Parties agree that administration of this Agreement is of mutual benefit. Therefore, when the Parties agree, those employees in off-duty status who are needed to effectively resolve complaints and Labor-Management issues will be paid appropriately for the time spent administering this Agreement.

Travel and per diem will be paid to designated Union officials who are employees and performing representational functions as specified in this Agreement when the travel serves the convenience of the Forest Service or otherwise is in the interest of the Government. Use of Government owned or leased vehicles for such Union official will be in accordance with the provisions of Article 40 and Federal Travel Regulations.

Section 6 A Union representative using official time will inform his/her supervisor of the approximate length of time needed and the location where the representative will be for representative functions. If the representative cannot be released immediately due to work-related reasons pertaining to mandatory short-term coverage and/or the critical mission of the functional area, the representative will be released as soon as the mandatory work requirement is met or other appropriate arrangements are made. Ordinary workload will not preclude the release of the representative. If a delay in releasing a representative for representational functions involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

Section 7 When performing representational functions with employees at other worksites, the Union representative will notify the unit manager before visiting an employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union official can visit the employee.

Section 8 The employer recognizes that union representatives serve the employees of the Forest and shall be granted no less than the following percentage of their time for union activities, President 30% and Vice-president 10%.

Section 9 Time without charge to leave or loss of pay will be allowed a Unit employee to make a presentation at a hearing before the Local Wage Survey Committee when scheduled to do so by the Committee and when selected by the Union as an official representative of the Union within normally scheduled work day.

Section 10 Union representatives will use the most economical efforts to resolve representational matters by use of telephones, mail or telecommunications in accordance with Article 39.

Section 11 Union representatives and management will meet as necessary to informally discuss matters of mutual concern.

Section 12 Management will provide the Union an agenda of Forest Leadership Team meetings and allow up to two Union representatives to attend when there is a need.

ARTICLE 9

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1 The Employer and Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination on the basis of race, color, religion, sex, national origin, age (40+), religion, disability, sexual orientation, political affiliation, marital status, and family status.

Section 2 The Parties support a diverse workforce. The Parties shall encourage the Forest to maintain operations of a Forest Civil Rights Committee. A Union representative will participate on this committee.

Section 3 The Employer's Equal Employment Opportunity (EEO) program is designed to promote equal employment opportunity in every aspect of the Employer's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The program includes, but is not limited to, the following:

(a) providing reasonable job accommodation for qualified disabled employees;

(b) following governing federal EEO policies and regulations in personnel/employment programs, including recruitment/hiring, merit promotion, transfer, reassignments, training and career development, benefits, and separation.

(c) procedures that allow for the redesigning of jobs, where feasible and desirable, and which do not create an undue hardship to achieve the Employer's mission to utilize to the maximum extent possible the present skills of qualified disabled employees;

(d) making reasonable accommodations for the religious needs of employees when such accommodations can be made without undue hardship to the conduct of Employer programs;

(e) commitment to the prevention of sexual harassment;

(f) following governing policies on dealing with and prevention of workplace harassment; and

(g) following governing policies on dealing with acts of retaliation/reprisal against an employee who has engaged in protected EEO activity.

Section 4 The Parties support the rights of all employees to exercise their rights under the civil rights statutes.

Section 5 In accordance with Section 501 of the Rehabilitation Act of 1973, as amended and other government-wide rules and regulations pertaining to the employment of individuals with disabilities, the Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities. Management will consider reasonable accommodations requests in accordance with 29 CFR 1614.203. Guidance for requesting

reasonable accommodation is contained in USDA Manual DM 4300-002, http://www.ocio.usda.gov/directives/doc/DM4300-002.htm .

The Parties agree that reasonable accommodations means an adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the essential duties of that position. Management will promptly consider requests for reasonable accommodations for employees with disabilities. Such accommodations will be evaluated on a case by case basis with regard to the merit of the request.

For employees with disabilities, job restructuring is one of the principal means by which some qualified workers with disabilities can be accommodated. The principal steps in restructuring jobs are:

(1) Identify which factor, if any, makes a job incompatible with the worker's disability;

(2) If a barrier is identified in a nonessential job function, the barrier may be eliminated so that the capabilities of the person may be used to the best advantage; and

(3) Job restructuring does not alter the essential functions of the job, rather any changes made are those which enable the person with a disability to perform those essential functions.

The Parties agree that in many cases, changes in work environment and other accommodations enable persons with disabilities to more effectively perform their job duties.

An employee may be provided assistive devices if Management determines that the use of the equipment is necessary to perform official duties. Such equipment does not cover personal items which the employee would be expected to provide such as hearing aids or eyeglasses (with the exception of safety eyewear).

The Employer facilities shall be accessible to employees with disabilities.

Management will provide handicapped employees full consideration for all training opportunities. Once an employee is selected for training, Management will provide reasonable accommodations to the employee to attend and complete the training. It is the intent of the Employer to provide on-the-job training opportunities to qualified disabled employees on the same basis as non-disabled employees consistent with operation needs.

For the purpose of continuing to provide reasonable accommodations for hearing-impaired employees, Management agrees to provide interpreter services for those employees with identified hearing impaired needs. To the extent possible, interpreter services should be arranged in advance.

To provide employees with disabilities equal opportunity to perform official business travel, certain additional travel expenses necessarily incurred to reasonably accommodate the employee's disability may be reimbursed in accordance with Federal travel regulations.

Employees with disabilities may, where appropriate as reasonable accommodation, utilize telework agreements.

Section 6 Any employee who believes he or she has been discriminated against or subjected to harassment has the opportunity to pursue the matter through the EEO complaint process by contacting an EEO counselor within 45 calendar days of the alleged occurrence, or in the case of a personnel action, within 45 calendar days of the effective date of the action. A list of the FS Counselors may be found at the following website http://www.fs.fed.us/cr , click on FS EEO Service Centers. You may also choose to report the incident through your local chain of command, or contact your local Civil Rights office, or local Alternative Dispute Resolution Manager.

Information describing the EEO complaint process and the MD-715 Report (Diversity) are available to all Employees and Union via the following website http://www.fs.fed.us/cr . Employees may access the following website for Forest Service EEO information http://fsweb.wo.fs.fed.us/ecenter/ and select Civil Rights.

Section 7 Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.

Management will post information regarding filing of EEO complaints on office bulletin boards at each physical location and will make all employees aware of the process and procedures for contacting an EEO counselor.

The representative designated in writing by the EEO complainant will have the same access to information as the complainant and will receive a copy of all documentation forwarded to the complainant.

The Employee must contact an EEO counselor within 45 calendar days of an alleged discrimination action.

The Parties will meet as often as deemed necessary relative to EEO matters. Requests for such meetings should include the subject matter to be discussed including the issues involved where appropriate.

Management agrees to provide the Union current statistics concerning discrimination complaints filed by employees consistent with applicable laws, rules, and regulations regarding the release of information.

ARTICLE 10

HOURS OF WORK AND BASIC WORKWEEK

Section 1 The regularly scheduled administrative workweek (established hours) (RSAW) means the period within a workweek which the employee is regularly scheduled to work. The tour of duty is the hours of a day and the days of an administrative workweek that make up an employee's RSAW. For employee on a flexible work schedule, the tour of duty is the limits within which an employee must complete his or her basic work requirement. An employee's RSAW will be recorded in the header of his or her Paycheck record.

Except for Employees on Alternate Work Schedules, (AWS), the basic workweek normally will consist of five (5) consecutive eight (8) hour workdays. During each day, all Employees will be granted, on a nonpay basis, at least one-half (1/2) hour for lunch for each 6 consecutive hours worked.

Section 2 The Employer agrees that in the event that employees are required to work during the normal lunch period, they shall be granted a lunch period equal in length to the normally designated lunch period or compensated at the appropriate rate, in accordance with 29 CFR 785.19.

Section 3 The Employer agrees to grant each full-time employee two (2) fifteen (15) minute rest periods during the work day. A fifteen (15) minute rest period shall be granted to part time or intermittent employees during each period of four (4) or more hours of continuous work. Rest periods may not be saved in order to be used at the end of the day. The rest periods are to be used near the midpoint of the work periods before and after the lunch period.

Section 4 The Alternate Work Schedules (AWS) for the Monongahela National Forest are Maxiflex, 5-4/9, and 4-10 Compressed. The Employee's decision to participate or not participate in AWS will be voluntary and free from coercion.

Management may discontinue the AWS for an employee when they have identified an adverse impact to the agency based upon any of the following criteria:

(a) Productivity,

(b) Level of direct or indirect services furnished to customers,

(c) Cost of operations, other than reasonable administrative costs, or

(d) Meet the mission of the Agency.

Section 4.1 For the Maxiflex schedule, the following rules shall apply:

(a) Core time is the time employees must be on duty or on approved leave, or approved absence such as credit hours. Core days are days with designated core time. Flexible days are days without core time. The core time is 9:00 to 10:00 AM three days a week

for the normal Monday thru Friday workweek. Core and flexible days shall be agreed upon by supervisors and employees before the beginning of the pay period.

(b) Supervisor and employee will establish an initial work schedule in advance of the pay period, and unless subsequently changed, this schedule will serve as the work schedule for the future.

(c) Selection of a flex day for each individual must consider unit or subunit work loads, and will be determined in consultation with their supervisor.

(d) Individuals should plan their schedules to meet meeting and training needs beyond core hours. Management will attempt to provide sufficient lead time to allow efficient scheduling.

(e) Holidays, annual leave, and sick leave will be charged to a maximum of eight (8) hours per day.

(f) Work hours cannot begin before 6:00 A.M. nor end after 6:00 P.M.

(g) Credit Hours: Credit hours are those hours worked in excess of an employee's basic work requirement which the employee elects to work so as to vary the length of a workday or workweek. Credit hours may be worked and carried forward to successive pay periods under the following rules:

(1) Up to 24 credit hours may be earned and carried over from one pay period to the next.

(2) CR hours can be used in place of work time to meet core hour requirements and instead of annual/sick leave.

(3) The normal credit hour band is 6:00 AM to 6:00 PM. The credit hour work band may be extended in extenuating circumstances provided the hours worked per day do not exceed 11 ½ hours. Working after 6:00 PM should be the extremely rare exception and not the norm.

(4) Normally, prior approval of the immediate supervisor will be required before credit hours can be earned. Exceptions to obtaining prior approval would be cases such as an emergency or the supervisor is away and extra time is required to accomplish a task, so the employee elects to work extra hours. In either case, the supervisor shall be informed as soon as possible that the hours were worked.

(5) CR hours cannot be ordered to be earned or used.

(6) CR hours earned or used shall be recorded on the biweekly time sheet in the appropriate block as code 29 for earned hours and code 50 for used hours.

Section 4.2 For Compressed Schedule, the following rules apply:

(a) All employees are eligible to participate or not participate; however, management may disapprove participation to meet workload needs.

(b) Work hours cannot begin before 6:00 A.M. nor end after 6:00 P.M.

(c) Unit managers and affected employees will consult to establish days of the week to be worked. Once established, the schedule will not be changed without further consultation.

(d) Once an employee and their supervisor have agreed on an established work schedule, that schedule will prevail. Provided, however, that management may need to terminate compressed schedules on a temporary basis to meet workload needs. A minimum of a two week notice, except in emergency situations, will be provided to affected employees.

(e) Changes in schedules must be on a pay period basis.

(f) The basis of computation for holidays, annual leave, and sick leave will be the ten-hour day. That is, holiday pay is for ten (10) hours. The maximum annual or sick leave that can be charged is 10 hours per day.

(g) For training purposes only when the employee and supervisor agree, the supervisor may change the employees work schedule. If the employee and supervisor do not agree to the employee's attendance at training then the supervisor may change the employees work schedule a minimum of two (2) weeks in advance of the training.

Employees will be compensated for training in accordance with 5 CFR 410 (Training), 5 CFR 550 (Pay administration - general)), 5 CFR 551 (Pay administration under the Fair Labor Standards Act), and 29 CFR 785 (Hours worked).

Section 5 The Employer shall notify the Employee(s) a minimum of two (2) weeks or as far in advance as reasonably feasible of contemplated changes in shifts and duty hours. The Employer may make exceptions to this requirement when emergency circumstances preclude compliance. The Employer shall make written notice before changing tours or shifts except for emergency or unforeseen situations.

Section 6 An employee who has a need to work a different tour of duty, through consultation with the Employer and if consistent with the needs of the job, may be assigned to that tour of duty. The Employer will give consideration to employee's personal needs when changing tours and shifts. Union representation may be requested during said consultations.

Section 7 Travel shall normally be scheduled to provide for the employee to travel during the basic workweek.

Section 8 Weekend fire detail will be on a rotating basis. A schedule should be made up at least one month in advance showing who will be available for duty each weekend and holidays. This will allow employees to plan their private weekend activities.

Section 9 A reasonable time will be provided for all employees at the end of their shift to prepare for the next day's shift and to clean up from the day's work.

ARTICLE 11

OVERTIME

Section 1 Overtime work shall be paid for at the appropriate overtime rates in accordance with applicable regulations in 5 CFR 550.112. Overtime rates shall include additional pay to which the employee is entitled. The Employer will determine the assignment of overtime. Overtime will normally be approved in advance.

Section 2 The Employer agrees that overtime work will be offered equitably among the employees who normally perform the same work during their usual work hours and to administer overtime in accordance with FLSA and Title 5 provisions.

Section 3 Compensatory time off is time off from regularly scheduled work in lieu of overtime pay. Compensatory time will be earned in accordance with 5 CFR 551 (Fair Labor Standards Act).

For an employee to receive compensatory time off in lieu of overtime payments, the employee must request it in writing. Receiving compensatory time in lieu of overtime is completely voluntary for non-exempt employees.

Employees whose rate of basic pay is equal to, or less than the maximum rate of grade GS-10 will receive overtime pay, however, an employee may request that they be granted compensatory time off in lieu of overtime pay, the amount of time off to be equal to the hours of overtime time worked.

An employee whose basic rate of pay is in excess of the maximum rate of grade GS-10 may be required by the Employer to take compensatory time off in lieu of receiving overtime for overtime work.

Eligible employees may request compensatory time off in lieu of premium pay for overtime work. The approving official will consider staffing needs in deciding whether to approve compensatory time. Supervisors shall not require the above mentioned employees to take compensatory time in lieu of overtime pay.

Management shall, to the extent practicable, permit employees who earn compensatory time instead of overtime to use their compensatory time. Earned compensatory time must be used by pay period 26 of the year following the year in which it was earned.

Earned compensatory time for travel must be used within 26 pay periods.

Normally, compensatory time off shall be granted before annual leave is approved. If annual leave would otherwise be forfeited, however, the annual leave shall be granted before compensatory time off.

The head of a department may fix a time limit for an employee to request or take compensatory time off and may provide that an employee who fails to take compensatory time off to which he/she is entitled before the time limit fixed, shall lose their right both to compensatory time off and to overtime pay unless their failure is due to an exigency of the service beyond their control, in accordance with 5 CFR 550.114 (d).

If compensatory time is not taken within the allowable time limit for circumstances beyond the control of the employee, then payment will be made for compensatory time at the overtime rate in accordance with 5 CFR 550.114 (d).

Section 4 Employees called in to work outside of their regular work hours will be entitled to a minimum of two (2) hours overtime.

Section 5 Basic FLSA requirements will be posted on employee bulletin boards and webpage. All new employees, including affected seasonal and temporary employees will be made knowledgeable of FLSA provisions.

Section 6 "Stand-by" status is considered to be compensable time, in accordance with 5 CFR 550.112 (k). Stand-by duty:

(a) An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications.

(b) An employee is not considered restricted for "work-related reasons"' if, for example, the employee remains at the post of duty voluntarily, or if the restriction is a natural result of geographic isolation or the fact that the employee resides on the agency's premises. For example, in the case of an employee assigned to work in a remote wildland area or on a ship, the fact that the employee has limited mobility when relieved from duty would not be a basis for finding that the employee is restricted for work-related reasons.

Section 7 The Employer recognizes that "On-Call" status is completely voluntary and no employee is required to serve in such a capacity, in accordance with 5 CFR 550.112 (l).

It is recognized that certain geographic areas may not be conducive to on call status due to the restrictions in the use of electronic devices (i.e. cell phones, radios, pagers). Managers should consider this prior to placing an employee in "on-call" status.

On-call status. An employee is off duty, and time spent in an on-call status is not hours of work if--

(a) The employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(b) The employee is allowed to make arrangements for another person to perform any work that may arise during the on-call period.

(m)Sleep and meal time. (1) bona fide sleep and meal periods may not be considered hours of work, except as provided in paragraphs (m)(2), (m)(3), and (m)(4) of this section (5 CFR 550.112). If a sleep or meal period is interrupted by a call to duty, the time spent on duty is hours of work. (2) Sleep and meal periods during regularly scheduled tours of duty are hours of work for employees who receive annual premium pay for regularly scheduled standby duty under 5 U.S.C. 5545(c)(1). (3) When employees are assigned to work shifts of 24 hours or more during which they must remain within the confines of their duty station in a standby status, and for which they do not receive annual premium pay for regularly scheduled standby duty under 5 U.S.C. 5545(c)(1), the amount of bona fide sleep and meal time excluded from hours of work may not exceed 8 hours in any 24-hour period. No sleep time may be excluded unless the employee had the opportunity to have an uninterrupted period of at least 5 hours.

ARTICLE 12

HOLIDAYS

Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order

ARTICLE 13

ANNUAL LEAVE

Section 1 The employee shall earn and be granted annual leave in accordance with applicable regulations.

Section 2 No employee will be required to give an explanation for what purpose annual leave is requested.

Section 3 An employee whose personal religious beliefs require the abstention from work during limited periods of time will be granted annual leave or credit hours or compensatory time off or leave without pay upon request for such periods, unless the presence of the employee is necessary for the efficient operation of the workplace. The employee may elect instead to engage in overtime work for time lost for meeting those religious requirements. Such overtime is not paid at overtime rates. With Management's approval, any employee who so requests such overtime work may be granted compensatory time off from his or her scheduled tour of duty for such religious reasons, in accordance with 5 CFR 550.1002

Section 4 An employee will be granted annual leave or leave without pay or credit hours or compensatory time off if requested in case of death in the immediate family as defined in FMLA. Family member is defined as spouse, and parents therefore; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. The Employer will make every effort to grant leave in case of death of other relatives or friends.

Section 5 Consistent with workload and staffing requirements and when the request is submitted with sufficient advance notice, the Employer agrees that an employee's request for annual leave will be granted. Approval of request for annual leave of unforeseen emergency reasons will be granted as the circumstances warrant. The Employer will consider traditional employee leave usage in granting leave.

Section 6 Every effort should be made by the employee to schedule leave in a manner consistent with good practices that would preclude forfeiture of annual leave. When sickness, workload, or other factors exist that cause the Unit employee to lose approved annual leave, it will be subject to regulations for restoration of annual leave. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of leave.

Section 7 Approval of leave is not to be presumed. It is the responsibility of the employee to ascertain that the request for leave has been approved. The Employer should act on the request for leave as soon as practicable not to exceed 14 days following submittal and inform the employee of the decision.

Section 8 The Employer will make every reasonable effort to avoid calling an employee back from leave.

ARTICLE 14

SICK LEAVE

Section 1 Employees will accrue sick leave in accordance with applicable laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness according to 5 CFR 630.401.

Section 2 Earned sick leave shall be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor or the supervisor's designee, as soon as possible prior to the start of the employee's shift, but not later than two hours after the start of the shift, unless emergency conditions preclude such notification. Sick leave will be requested in accordance with 5 CFR 630.401.

Section 3 Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examination or treatment. Request for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval in advance of the appointment, unless precluded by emergency conditions.

Section 4 An absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability. The granting of leave for maternity/paternity reasons may be a combination of as many as three separate kinds of leave: sick leave, annual leave, and leave without pay. The same leave policies, regulations, and procedures will be applied, including the guidelines on advancing leave, as are applicable to requests for leave. An employee may use sick leave only for periods of sickness and other incapacitation or for purposes related to the adoption of a child. An employee may use annual leave or leave without pay to care for a healthy newborn or newly adopted child. An employee should make known his or her intent to request leave for maternity/paternity reasons as soon as practical, including approximate dates, to allow the unit to make necessary staffing adjustments. The maternal employee should consult her health care provider regarding any working conditions which she or her supervisor perceives as potentially harmful. The employee should also inform her supervisor of her plans regarding return to work.

A pregnant employee will be allowed to work as long as she and her health care provider feel is wise, prior to delivery of the child. Management will make a reasonable effort to adjust working conditions when necessary. Continued employment will be ensured in the same or like position for an employee who wishes to return to work, unless termination is otherwise required by termination of appointment, reduction-in-force, or other unrelated reason. A request for paternal leave should be considered under the general guidelines under the Family and Medical Leave Act and/or annual and sick leave regulations per 5 CFR 630.1201-1211.

Section 5 When a physician's services are not required, the employee must provide administratively acceptable evidence. If the employee is under valid sick leave restriction or there is a reasonable suspicion of abuse, documentation may be requested in accordance with 5 CFR 630.402 and 5 CFR 630.403.

In cases where sick leave abuse is suspected, the employee shall first be advised orally that, because of the questionable sick leave practices, a medical certificate may be required for each subsequent absence on sick leave. If this does not bring about the desired improvement in his/her sick leave record, he/she will be advised in writing that all future requests for sick leave must be supported by a medical certificate.

This requirement shall be reviewed by the immediate supervisor at the end of six months to determine if it should be eliminated. The employee shall be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee shall be informed orally and confirmed in writing of this decision by the immediate supervisor.

Section 6 When a medical official has certified that an employee has temporary physical restrictions that preclude the full performance of the duties of his/her assigned position, the Employer agrees to attempt to assign duties that the employee can perform within the given restrictions for a reasonable period of time normally, no longer than thirty (30) calendar days. If no such duties are available within the employee's work unit, the supervisor may attempt to find an assignment in another work location.

Section 7 The Employer will undertake every reasonable effort to place in a continuing position an employee with physical limitations in accordance with the American Disabilities Act and The Rehabilitation Act.

Section 8 Military leave will be granted to employees who are members of the National Guard and Reserves in accordance with 5 USC 6323.

ARTICLE 15

ADMINISTRATIVE LEAVE / LEAVE WITHOUT PAY

Section 1 The Employer agrees that court leave, consistent with applicable regulations, will be granted for the purpose of performing jury duty, qualifying for jury duty, or as a witness. Before court leave is granted, an employee must present a "true" copy of the official summons prior to beginning the service. It is agreed that when an employee is excused from jury service or discharged in time that would permit return to duty for as much as three (3) hours of his/her normal workday; he/she shall do so. This does not preclude an employee from requesting annual leave or leave without pay under those conditions. Employees are not entitled to retain jury fees, except under the conditions specified by law or applicable regulation(s).

Section 2 Excused absence will be granted for voting purposes and registering to vote in accordance with current Office of Personnel Management policy. Employees desiring excused absence to vote will be granted the required time in accordance with existing rules and regulations upon request to the employee's supervisor in advance.

Section 3 Unit employees are encouraged to serve as blood donors and will be excused from work without charge to leave for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donations site. The excusal time for this purpose will be up to four (4) hours.

Section 4 Employees will be granted excused absences for other purposes if specified in and in accordance with appropriate regulations.

Section 5 Unavoidable tardiness and/or necessary periods of absence of less than one hour may be excused by the supervisor for adequate reasons. This type of excusal will be considered in rare and unusual circumstances when the supervisor deems this is most appropriate. It will not be used in conjunction with leave.

In accordance with 29 CFR 785.48 (b) recording of employee time worked from 1 to 7 minutes (in a 15 minute increment) may be rounded down, and thus not counted as hours worked, but employee time worked from 8 to 14 minutes (in a 15 minute increment) must be rounded up and counted as a quarter hour of work time.

Section 6 Leave without pay (LWOP) is a temporary nonpay status and absence from duty that, in most cases, is granted at the employee's request. Employees may request and be granted leave without pay (LWOP), including instances in which the employees have leave to their credit. If requested, the possibility of granting advance leave in lieu of LWOP will be examined and will be granted where possible, if appropriate regulatory requirements are met. Employee's, however, have an entitlement to LWOP in the following situations:

(a) The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with the entitlement to a total of up to 12 weeks of

unpaid leave (LWOP) during any 12 month period for certain family and medical needs. (See CFR Part 630, subpart L.)

(b) The Uniformed Services Employment and Reemployment Rights Act of 1994 (Pub.L. 103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed services. (See CFR 353.106)

(c) Executive Order 5396, July 17, 1930 provides that disabled veterans are entitled to LWOP for necessary medical treatment.

(d) Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits.

Section 7 The employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or as soon as is practicable. An agency may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee.

Section 8 Administrative leave in relation to adverse weather conditions will be granted to Employees in accordance with Forest hazardous weather policy. This policy will be developed by the Forest Partnership Council.

ARTICLE 16

UNION TRAINING

Section 1 Union representatives will be granted official time to attend sponsored training, including contract administration, or receive briefings on subjects within the scope of the Statute. Four (4) officers and seven (7) stewards will be authorized sixteen (16) hours of administrative leave per person during any calendar year to attend Union activities. The President will be granted up to thirty two (32) hours of administrative leave per calendar year to attend Union training. The Union shall submit in writing to the Forest Supervisor normally ten (10) days in advance, any request for training, to include the following information: Name(s) of representative(s); date; time; place of training or orientation sessions; specific subject matter to be covered and the benefits from such training that are expected to be derived by the Employer.

Section 2 Consistent with the needs of the Employer, applicable regulations, and upon advance written request, an employee selected or appointed by the Union to serve as a delegate to any Union activity shall be given special consideration for annual leave or leave without pay to attend such activity.

Section 3 Officially approved or jointly sponsored activities by the Employer and Union of a quasi-official nature will be conducted on official time.

Section 4 Travel with per diem is included in allowed official time.

ARTICLE 17

EMPLOYEE TRAINING AND DEVELOPMENT

Section 1 The Employer shall exercise responsibility, under 5 USC 41, Training and 5 CFR Part 410, for the establishment of training programs within the unit to increase efficiency and effectiveness. The Parties recognize the value of a well-trained work force and the need for a balanced, well-planned and conducted training effort for all employees. The Employer will, as the need arises, identify areas of skill in which scarcities exist. Further, the Employer will, to the maximum extent practicable, publicize training opportunities in these areas and inform the employees how to apply for this training for self-development. Selection for such training will be consistent with applicable law and regulations.

Section 2 The Union will stress to employees of the unit the need for self-development and self-initiated training to increase their efficiency and enhance their career potential.

Section 3 On-the-job and/or formal training will be provided as necessary to assist the employee in meeting the requirements of his/her position.

Section 4 Each employee shall receive equal consideration to participate in training consistent with his/her qualifications, work experience and present job assignments.

Section 5 When training is given primarily to prepare employees for promotion (that is, an employee is not eligible for promotion unless he/she has completed the training), selection for the training is made under competitive promotion procedures. Upon request, the Local will be provided appropriate information concerning competitive training opportunities.

Section 6 Recognizing the need for flexibility, the Employer retains the right to schedule and assign employees to training, determine the investment to be made in training, and to select training methods and facilities. The Employer will endeavor to schedule training so that employees will not have to travel on weekends. For those employees enrolled in work-related classes not scheduled by the Employer, the Employer agrees to make a reasonable effort to enable an employee to adjust his/her work schedule if feasible, in order to attend.

Section 7 The approved USDA on-line training system will be used by Employees for documenting completed training. Employees will be trained on the USDA on-line system. Supervisors will assist employees where necessary.

Section 8 The Employer agrees to reimbursement the tuition expenses incurred by an employee in attendance of officially approved work-related courses.

Section 9 The employer agrees to make available office automation equipment and academic aids, such as desk calculators etc., if available on the premises, to all employees enrolled in approved training courses of the Employer at mutually agreeable times during the employee's

non-duty hours. The Parties agree that no overtime or compensatory time is authorized by this Section.

ARTICLE 18

EMPLOYEES ASSISTANCE PROGRAM

Section 1 The Union and Employer shall have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Employee Assistance Program (EAP) for professional screening and diagnosis. Employee participation in the program shall be voluntary though supervisors have a responsibility to identify poor job performance and refer an employee to this program as corrective action. The employer will assist the employees in developing an understanding of their rights, tools, methods and programs available to them. The employee must work to correct the problem or he/she is subject to the existing disciplinary procedures for unsatisfactory job conduct and to adverse action procedures for unsatisfactory job performance.

Section 2 When, based on the interview or counseling session and the supervisor's observation of an employee's performance or conduct, it appears that referral to the Employee Assistance Program (EAP) is appropriate, the Union will fully support and assist in encouraging the employee to respond positively to referral. This support and assistance may include joint discussions between supervisor, employee and a Union representative.

Section 3 All discussions, counseling sessions, and records of the Employee Assistance Program, or any other program to which an employee may be referred, are completely confidential. No information may be disclosed to any one without the prior written consent of the employee. (Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances).

Section 4 The employee's job security or promotional opportunities will not be jeopardized by his/her request for assistance.

Section 5 An Employee may bring a Union representative, or individual of their choice, to the initial discussion and any ensuing counseling sessions.

Section 6 The Employer shall publicize the EAP Program on official bulletin boards, in orientation of new employees, and in Employee Assistance updates in electronic communications systems.

ARTICLE 19

SAFETY AND HEALTH

Section 1 The Employer agrees to make every reasonable effort to provide necessary safety and protective equipment, maintain safe working conditions, and to provide adequate sanitary facilities at administrative sites and work centers in accordance with appropriate federal laws, regulations and policies. Existing inside space will be available for employees to gather prior to the start and end of the work day. If it is determined that heat, light, relative humidity, ventilation, and space are not adequate in any work areas controlled by the Forest Service, corrective action will be taken to the extent feasible. In facilities not controlled by the Forest Service, such corrective action will be requested.

Section 2 The Employer will strive to provide safe and sanitary working conditions and equipment in accordance with standards promulgated under the Occupational Safety and Health Act of 1970. The Union will cooperate and will urge that all employees work in a safe manner. It is further recognized that each employee is obligated to observe safe working practices for his/her own safety and to observe all safety rules for the protection of himself/herself and those who are working with or near him/her. The Employer will welcome at any time suggestions for practical and economically feasible ways of needed improvements of safety conditions. The Employer agrees that employees are free, without fear of reprisal, to report unsafe conditions to appropriate officials in accordance with applicable law and regulation.

Section 3 To the extent feasible, safety and health hazards will be eliminated. Whenever such conditions cannot be readily abated, a timetable shall be arranged for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications, warnings, and information to employees affected by the hazardous conditions.

Section 4 Proper training and information will be provided as prescribed by federal law or regulation, prior to any employee being required to handle potentially hazardous materials or equipment that could cause injury, including employees required to perform electrical, plumbing, or gas line work.

Section 5 The Employer will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored and used 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 6 The Employer agrees to supply items of personal protection equipment to employees as specified in an approved Job Hazard Analysis (JHA) prepared in accordance with 29 CFR 1960 and other applicable federal laws and regulations. The Safety Officer and/or designated official will notify the Union regarding any changes in safety standards and practices. On a case-by-case basis, the Parties may adopt more stringent safety or health standards to address specific concerns.

Personal Protective Equipment (PPE), as required by applicable OSHA standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided to employees required to wear specific PPE as determined by a JHA. PPE will be provided at no cost to employees in accordance with the guidelines recommended by the Technician Safety Advisory Committee. Affected employees will have the opportunity to choose from available styles and sizes to optimize employee comfort and protection.

These items may include, but will not be limited to:

(a) Safety glasses

(b) Safety footwear

(c) Protective clothing

(d) Gloves, coveralls and wind/rain gear

(e) Protective devices such as chain saw chaps, etc.

(f) Hard hats

(g) Hearing protection

The Employer will consider special needs in the provision of PPE when an employee provides appropriate medical documentation.

Management and the Union will jointly select a minimum of 12 vendors (if available) to supply protective footwear to the Forest from appropriate sources.

The Technician Safety Advisory Committee will collect data utilizing previous purchase records to determine a reasonable amount of expenditure for PPE and will recommend both a minimum and maximum amount of expenditures for PPE to the Parties. Employees who choose to purchase PPE over the maximum amount recommended or from an alternate vendor will be reimbursed only for the cost of the accepted maximum amount.

The Forest Safety Policy will serve as a guide on appropriate personal protective equipment and the acquisition guidelines for appropriate PPE. Tracking of expenditures for personal protection equipment will be done by the Employer.

The Employer will arrange to have personal protective equipment cleaned as appropriate and necessary.

Section 7 The Employer will furnish coveralls and rubber gloves to all employees assigned to handle garbage and to operators and inspectors of sewage treatment plants. The Employer will keep at the S.O. and at all Ranger Stations a sufficient supply of these items to assure that employees will always be protected.

Section 8 Immunizations identified within a JHA will be offered to employees involved in the tasks covered by the JHA. The Employer shall pay the costs of such shots. A signed release statement will be given by those employees who elect not to take the shots.

Section 9 The Employer will keep prominently posted in all work centers, a list including names, addresses, and telephone number of doctors, ambulances, rescue squads, hospitals to be called on in case of accident or disabling sickness. Such a list shall be kept current and all employees shall be instructed as to its location.

Section 10 Employees will receive training on the proper use and care of equipment issued to them, including PPE. Employees are expected to properly maintain and reasonably secure their equipment.

Section 11 All employees will be offered training in First Aid, CPR, Blood Borne Pathogens, Defensive Driving and universal safety precautions. First aid supplies will be made available to all employees. Two packets of the standard protective equipment (rubber gloves, face masks, eye protection, and CPR clear mouth barrier) will be a part of the standard first aid kit in all Government vehicles.

Section 12 The Employer will make adequate and secure storage available to each employee at his/her normal duty station.

Section 13 Employees are expected to support the fire program according to their skills and abilities. Becoming a qualified firefighter will not be a condition of employment unless the position is designated as (primary purpose) a fire suppression/prescribed fire position.

Off-Forest fire suppression/prescribed fire activities (fire availability) are voluntary for all employees except those designated as fire positions.

Section 13.1 Work Capacity Test

(a) Training for fire duty purposes will be conducted in accordance with FSH 5109.17, Chapter 20,Wildland Fire Qualifications Handbook, the Interagency Wildland Firefighter Medical Qualification Standards program, agency policy, and this agreement.

(b) The work capacity test program will be administered in accordance with agency policy and the direction provided by the National Wildland Coordination Group (NWCG) Work Capacity Test Administrator's Guide and this Agreement.

(c) All employees seeking qualification requiring a fitness level will be provided physical examinations and additional medical tests; normally limited to chest X-ray, resting EKG, and a Urinalysis if required by a physician. Any additional medical tests must have prior approval by Management. Examinations and tests will be at Forest Service expense prior to training for the WCT and within 6 months of taking the WCT.

(d) All employees will take the standard Forest letter to their physician, get the letter signed by their physician, and return the letter and other required forms to the test administrator until implementation to Albuquerque Service Center-HCM is complete. Management and Union agree to bargain on Impact and Implementation issues such as Medical Qualifications Standards Program and changes to the WCT program.

(e) In accordance with FSH 5109.17. Chapter 20, 23.3 – Fitness Development

Fire funded employees (assigned to fire crews and identified in the Fire Management Action Plan) shall be allowed up to 5 hours per week of physical training when not engaged in wildland fire operations.

Employees not funded by fire shall be allowed up to 3 hours per week of physical training, consistent with wellness program's approved activities, by the employees' request, and based on supervisor's approval. The applicable time is up to 6 months prior to scheduled testing and after passing the test, until the end of the proclaimed fire season. Fire program funds may be used for approved physical training time based on guaranteed availability for fire-related assignments.

Fire related assignments pertain to both on and off forest assignments.

The employees and their supervisors shall discuss and schedule opportunities during the work week for fitness activities.

(f) Supervisors and Program Managers, including Fire, should work together to address work planning issues for employee physical training needs and the employee's availability for fire related assignments. Management will provide codes for training to each employee prior to the beginning of the pay period when training will occur.

(g) In accordance with the Work Capacity Tests for Wildlife Fire Qualifications Implementation Guide" all employees must train at least 3 hours a week for 4 weeks prior to taking the test. All employees will be informed of test dates at least 8 weeks prior to the actual test.

(h) All training time must be documented and transmitted to the Forest Dispatcher and/or designated point of contact monthly. Documentation should provide the date of training, amount (time) of training, and training activity. The Workforce Capacity Physical Fitness Timesheet may be used for documentation

(i) Training time and physical fitness record keeping will be in accordance with the direction in the "Work Capacity Tests for Wildlife Fire Qualifications Implementation Guide".

(j) During administration of the WCT at least one ambulance and at least 2 certified EMT's will be on site. An individual will not serve a dual function of EMT and Spotter during any WCT.

(k) During administration of the WCT, spotters will be located along the course to observe the condition of test participants. If a participant's physical condition warrants, spotters will notify EMT's. EMT's will assess the participant and provide direction.

(l) Spotters will be visible to the spotters on either side of them. Test participants will be visible to a spotter at all times. For four (4) or more test participants no less than four (4) stationary spotters will be present. For three (3) or less test participants a spotter will be available for each test participant. Spotters will participate on a voluntary basis. Spotters, EMT's, and Test Administrators will be equipped with radios and will maintain radio contact during the test.

(m) Spotters will be First Aid and CPR certified. Prior to the WCT the test administrator or designated official will provide and review a JHA related to the test. EMTs will brief spotters on typical signs and symptoms of potential physical and medical conditions immediately before the test.

(n) If a participant suffers serious health problems during the test, the test administrator will determine if the test will be stopped for all participants.

(o) If a fatality or serious injury occurs as a result of administering the WCT on-Forest, a joint review by the FS and NAGE will be initiated within 48 hours.

(p) Records of employees training time will be maintained. NAGE will have access to the records.

(q) Employees may take the WCT at an alternate location provided the safety requirements are determined adequate by Management in consultation with Union officials. Test participants who determine upon arrival at an alternate test site that safety conditions are not adequate; the participant will notify Management and/or Union of the existing conditions. If Management determines that an unsafe condition exists, the participant may return to their unit without testing and will be compensated as if testing had been done.

Section 14 The Union will encourage all employees to report all accidents immediately, as required by existing regulations. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. Time spent in medical facilities by employees during working hours for emergency medical treatment as a result of on-the-job illness or injury shall not be charged leave.

Section 15 Where documented medical evidence shows the work environment is contributing to a medical problem, the Employer will make every reasonable effort to place the employee in a suitable environment to protect the employee's health in accordance with applicable laws and regulations.

Section 16 The Employer agrees to maintain a Technician Safety Advisory Committee with Union representation. The charter for this is contained in Appendix 1. The Parties also agree to Union representation in the Forest-wide committees on Health and Wellness, and Forest Safety.

Section 17 The Employer and the Union will meet annually to discuss, through pre decisional involvement, the annual Monongahela National Forest Safety Policy. Any change in safety policy that affects working conditions will be negotiated in accordance with Article 4.

Section 18 Employees with law enforcement responsibilities (FPO) will be properly trained and equipped to accomplish the job in accordance with FSM 5303. All employees with law enforcement responsibilities will be accorded training commensurate with those responsibilities as called for in FSM 5370.

Employees with law enforcement responsibilities (FPO) will normally be provided with radio contact or other provisions for adequate backup. When the Forest Protection Officer (FPO) is in a hazardous situation, the Forest Protection Officer (FPO) may temporarily remove her/himself from the work situation. Employees without adequate means of self protection will not be required to work alone after duty hours, especially at night.

Section 19 All Forest Service-owned and leased facilities should be inspected at least annually or more frequently when there is an increased risk of accident, injury or illness due to the nature

of the work performed. A facility is any single structure, installation, or physically improved location used by Forest Service employees and/or the public, except roads and trails. A high-hazard facility is one which offers a higher potential for injury, illness, or possible death due to the activity conducted at that location: for example, heliports; flammable, pesticide, and/or explosive storage areas; and maintenance shops. In addition, project worksites should be inspected annually or at the start of the project. A Union representative from the sub unit will be given the opportunity to take part in all inspections.

Section 20 Management and Employees will take appropriate precautionary measures to minimize exposure to Lyme's disease. The employee will report any known exposure to their supervisor.

Section 21 The manufacturer's instructions and directions, Manufacturers Safety & Data Sheets, and other Forest Service and OSHA requirements will be strictly adhered to in the use of chemicals (e.g. herbicides, pesticides, toxics, etc.). A shower facility will be provided at each duty station where employees are required to use hazardous chemicals. Time will be given each employee to clean up at the end of the day.

Section 22 Individual's grievances shall not be made the subject of any discussion during meetings devoted to safety and health unless the grievance refers directly to an unsafe act or conditions and/or is in violation of the Occupational Safety and Health Act at which time the discussion will be sanitized for confidentiality.

Section 23 Continuous operation of Video Display Terminals over extended periods of time may cause physical problems. Therefore, VDT operators will be permitted periodic breaks away from the terminal during their work day.

Section 24 Appropriate safety precautions will be taken when it is necessary to operate equipment within a working area where the equipment produces fumes or vapor detrimental to the health and safety of employees.

Section 25 For fatalities and/or serious accidents to an employee, the following procedure will be followed:

(a) No release to the media or public will be made until next of kin has been notified.

(b) The Union will be notified as soon as practicable.

(c) The Union will be provided copies of all reports and investigations upon request.

Section 26 The Employer will provide an adequate facility for all employees to have a place to change clothing or for employees who desire to arrive or leave work in non-uniform attire.

Section 27 Whenever a properly designated and authorized health and safety official determines, based on inspection, that conditions or practices exist in any place of employment which could reasonably be expected to cause death or physical harm immediately, or before the imminence of such danger can be eliminated through normal abatement procedures, he/she shall inform employees and the supervisor of the danger. The supervisor or person authorized to act

for him/her in his/her absence shall take immediate abatement procedures and the withdrawal of employees not necessary for abatement of dangerous conditions.

Section 28 To the extent feasible, during work hours, employees will be advised of forecasted adverse weather and road conditions.

Section 29 Each work unit will provide a cot or similar device for use of employees experiencing temporary incapacitation.

Section 30 Employees who use or come into contact with hazardous marked materials, chemicals or substances such as herbicides, marking paint or substances listed in FSH 6709.12, Chapter 20, will be offered, on a voluntary basis, an annual medical and/or other test at the Employer's expense. Such test will be to detect systemic contamination by the respective chemicals. The Employer has the right to require that all employees exposed to hazardous substances be tested except as limited by law.

Section 31 A refrigerator or ice maker will be available at each work unit for the purposes of storing lunches and making ice.

Section 32 The Parties agree the MNF Partnership Council will develop a proposed forest weather policy to address office closures for adverse weather situations.

ARTICLE 20

ON THE JOB INJURIES

Section 1 The Employer will provide emergency treatment and transportation necessary to secure treatment in incidents of on-the-job injuries. The Employer will assist the employees in applying for reimbursement from the Office of Workers Compensation Program for all expenses incurred in obtaining medical treatment.

Section 2 Employees who suffer traumatic disabling injuries that are job related will be provided continuation of pay not to exceed 45 calendar days without charge to leave.

Section 3 Employees shall report to their supervisor all injuries or occupational illnesses which occur on the job. The Employer will stress to all employees the need and requirement, for injuries to be properly reported on Form CA-1 without reprisal. The agency reporting system Safety and Health Information Portal System (SHIPS) will be utilized. SHIPS subject matter experts are available at each unit to provide assistance. The Employer shall process and forward to OWCP employee and employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease. The Employer agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).

ARTICLE 21

TRAVEL AND PER DIEM

Section 1 Travel will be performed in accordance with applicable Federal Travel Regulations.

Section 2 The official duty station is the place at which the employee is actually stationed.

Section 3 It is mutually agreed that per diem allowance is intended to cover a traveler's necessary subsistence expenses while traveling on official business.

Travel and per diem will be paid in accordance with Title 5 CFR and Federal Travel Regulations. Regulations are available from the Albuquerque Service Center website.

Section 4 The Employer agrees that when any employee of the unit is on official duty away from his/her official station, and is required to use Government transportation, he/she shall be authorized use as set forth in appropriate laws and regulations.

Section 5 When an employee is on official duty away from his official station and not required to use Government transportation, he/she will be reimbursed according to the travel authorization and appropriate laws, regulations, and policies.

Section 6 Under normal conditions, the Employer will plan trip assignments far enough in advance so that if the employee needs a travel advance, sufficient time will be available to request and receive the advance to use on the assigned trip.

Section 7 Participation of bargaining unit employees in the travel charge card program is required per FTR and 5 CFR 301.51.1. Designated travelers are expected to have and use a Government Travel card or other approved travel credit card. Participation of bargaining unit employees in the travel charge card program is subject to Federal Travel Regulations. Exemptions from mandatory use of the government contractor-issued travel charge card are cited in FTR 301-51.2.

Section 8 Employees in travel status are authorized a telephone call home approximately 10 minutes on each day in travel status. Employees are encouraged to use the most cost effective means of placing such calls, such as Government phone cards, Government office phones, etc.

ARTICLE 22

SUGGESTION AND AWARDS PROGRAM

Section 1 The Employer and the Union support and encourage all employees to participate in the Incentive Awards Program. Employees will be treated fairly and equitably in consideration for awards. It is agreed that every reasonable effort will be made to process beneficial suggestions and cost-reduction ideas in an expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination of the adoption or rejection of a submitted beneficial suggestion or cost-reduction idea should refer the matter to the immediate supervisor who will in turn make a reasonable effort to resolve the problem.

Section 2 The Employer and the Union will encourage employees to discuss prospective suggestions with their immediate supervisor, who will aid them in ensuring that the suggestion is sufficiently described for evaluation.

Section 3 The Employer will provide an employee whose suggestion is not adopted or awarded written reasons for the decision.

Section 4 The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both the Employer and the employee. The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. It is an appropriate matter for the Union to periodically evaluate and review the Unit's Awards Program and make recommendations to ensure effectiveness and understanding of the Awards Program. An incentive award is a method of recognizing and motivating employees to increase their productivity and creativity for the benefit of the Forest Service and the public. Awards fall into the categories of: Special Acts, Performance Awards, Quality Step Increase, Suggestion, Time Off Award, Certificates and Letters of Merit, Appreciation or Commendation, and Honorary Recognition.

Section 5 The Employer will provide to the Local a list of all awards given to Forest employees including quality step increases. This will include grade of employee, title, race, gender, type of award, and monetary amount. The local recognizes the confidential nature of this information and agrees to use this information only in the course of administering the Agreement.

Section 6 Incentive Awards

At the time of negotiation of this contract, the Monongahela National Forest Safety Award (as outlined below) is the current incentive award being utilized.

As of July 30 of each year, the Forest Technician Safety Advisory Committee and the Forest Safety Committee will propose options for safety incentive awards and/or recognition to

Management annually. Multiple options will be recommended for the Forest Supervisor to consider. If an alternate incentive award is chosen, the employees will have the option to choose the alternate award or the current Time Off Safety Award according to Article 22, Section 6 of this Agreement.

Section 6.1 Monongahela National Forest (MNF) Safety Awards

The objective of the Forest Safety Award Program is to encourage safe driving and safe working habits by recognizing and rewarding safe job performance, which is directly related to a positive attitude regarding safety.

(a) Eligibility for Award:

(1) MNF permanent Bargaining Unit employees will be eligible without regard to the type of work performed. Eligibility requires a minimum of one safety year employed on the MNF. The safety year will run from July 1 through June 30 of the following calendar year. Individuals will be credited with one work year if they have performed their duties injury and accident free through the year regardless of their regular tour of duty during that year. If an employee transfers to the MNF from another Forest Service unit and completes their first work year here accident/injury free, then any accident/injury free work years they had accumulated immediately preceding their transfer will count toward an increase in their time off award.

(b) Criteria for Award:

(1) Employee must not have had a recordable lost time accident as the result of an on-the-job injury during the safety year or,

(2) Employee must not have had a preventable (by the employee) motor vehicle accident of any kind during the work year or,

(3) Employee must not have knowingly worked in an unsafe manner or have willfully created an unsafe working situation for themselves or other employees. The Union and Management will jointly determine if the situation has occurred.

(4) If an employee has a lost time accident or a preventable (by the employee) motor vehicle accident regardless of the cost of repairs, their time will start over in determining award eligibility

(c) Awards:

(1) First Year Award – Upon the completion of one accident/injury free year, the employee will receive a certificate of recognition stating the current number of consecutive accident/injury free years and a time off award of one day (eight hours).

(2) Second Year Award – Upon the completion of two consecutive accident/injury free years, the employee will receive a certificate of recognition stating the current number of consecutive accident/injury free years and a time off award of two days (sixteen hours).

(3) Third Year Award - – Upon the completion of three consecutive accident/injury free years and for every consecutive accident/injury free thereafter, the employee will

receive a certificate of recognition stating the current number of consecutive accident/injury free years and a time off award of three days (twenty four hours).

All awards will be made annually by October 1 of the calendar year. The employee will be informed of revocation of safety award within 15 days of the supervisor's knowledge of the incident or pending the outcome of an investigation.

(d) Tracking and Approval Authority for Awards:

(1) Supervisors will submit a list of eligible names at the end of the safety year (June 30) to the Forest Supervisor. Supervisors will submit list of ineligible names to the Chairperson of the Technician Safety Advisory Committee for review. These lists will be submitted no later than July 30 each year. The Forest Supervisor will approve all awards.

ARTICLE 23

EMPLOYEE RECOGNITION

Section 1 The Employer will encourage supervisors to recognize employees who sustain a level of performance significantly above expectations.

Section 2 Policy and procedure of the Forest Service awards system will be followed.

Section 3 The Employer will schedule an appropriate presentation for awards to employees. The Parties agree to develop a forest policy for recognition through the Monongahela Partnership Council.

ARTICLE 24

POSITION DESCRIPTIONS AND CLASSIFICATION

Section 1 Employees will be furnished a copy of their position descriptions when initially entering a position and as major changes are made. An employee's supervisor shall discuss with the employee any major change he/she contemplates making to the employee's position description before any changes are made. Laws, regulations, OPM guidelines, and policies including the Forest Service policy (FSM 6151.03) will be followed in describing major duties of a position, adequately describing the work of the position, and assigning the proper title, series and grade.

Section 2 The Employer will assure that all Bargaining Unit position descriptions are periodically reviewed to reflect all major changes. Regular and recurring duties involving special training, performance and/or certification should be reflected in the Position Description. In cases where the Employer intends to begin a maintenance review, the Employer will provide the Union a copy of the maintenance review schedule when published.

Section 3 An employee may review appropriate classifications standards, http://www.opm.gov/fedclass/index.asp

Section 4 Any Employee who feels that he/she is performing duties outside the scope of the position description or that it is inaccurate may make a written request through their immediate supervisor that the position be reviewed.

Please note that once a written request is submitted to the supervisor that the formal request will need to be entered into the current automated system.

Position Description Review/Classification Procedure:

(a) Employee Request for Position Description Review: Any employee who feels that he or she is performing duties outside the scope of his or her position description, or that the position description is otherwise inaccurate, may make a written request to his or her immediate supervisor that the position be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described and discuss this with their supervisor. The employee and/or supervisor may enter a request for a position description review into the current automated system within 30 days of the initial request. If the position description is found to be inaccurate, a new position description will be prepared and submitted for classification by the end of this 30-day period. In conducting such reviews, the supervisor will consider the employee's written and oral comments.

(b) When a position description review is initiated by Management (e.g., new classification standards or supervisor perceives a change in duties), the supervisor will discuss proposed changes to the position description and will consider feedback from the employee, prior to submitting the new position description for classification.

(c) When a position description is submitted for classification, Management will communicate the classification determination to the employee within 60 days from the time the position description was submitted for classification.

(d) The employee may have Union representation during any discussions related to the review and classification.

(e) If the employee is not satisfied with the results of the review procedure, he or she may grieve the accuracy of the position description. Classification appeals are addressed in Section 7 below.

(f) Management shall refrain from temporarily reassigning an employee's work during the position description review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position.

The above steps constitute both position description review and classification.

Section 5 If the employee requests a classification review from the Employer, except in extenuating circumstances, the review is to be completed and the findings presented to the Employee within sixty (60) days. The classifier will consider the employee's written and oral comments. The employee may have Union representation during any of the above discussions. The employee may appeal the results of the classification to OPM.

Position Classification Appeal Procedure:

When the accuracy of a position description has been established under Section 6 and the employee believes his or her position is not properly classified as to title, series, and/or grade, he or she may:

(a) Request a Forest Service position classification review: The employee may submit such a request through his or her supervisor to a Forest Service classifier to have the classification of the position reviewed. A Forest Service classifier will consider the employee's written and oral comments. The employee may have Union representation during any discussions related to the review. The findings will be reported in writing or by electronic communication systems to the employee no later than 60 days from the date of the employee's request to the Forest Service classifier.

(b) Appeal directly to the U.S. Department of Agriculture (USDA) or the U.S. Office of Personnel Management (OPM): The employee may use the USDA or the OPM Classification Appeal procedures directly, or upon completion of the Forest Service Position Classification Review. Employees may request information on the classification appeal rights and process from Management.

(c) Noncompetitive Promotions: If a review of a position or position description reveals that there has been an accretion of duties that would result in the classification of a position at a higher grade, Management may decide to eliminate and/or redistribute the grade-controlling duties or the employee will be promoted. If Management eliminates and/or redistributes the grade controlling duties, the employee will be advised in writing of this decision within 14 days of the completion of the review. If Management temporarily needs to have these higher graded duties remain with the employee past the 14 days, then

the employee will receive a noncompetitive temporary promotion, if otherwise eligible. Such temporary promotion will be effective no later than the start of the pay period after the 14 days. If Management decides to promote the employee, he or she will be promoted at the beginning of the first pay period after the position has been classified at the higher level. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect. The employee will also be informed of his or her right to grieve.

(d) Upgrades due to reclassification shall normally become effective the beginning of the first pay period after the position was classified at the higher level but not later than the beginning of the second payperiod.

ARTICLE 25

PERFORMANCE APPRAISAL

Section 1 Performance Management will be done in accordance with Forest Service Handbook 6109.13, Chapter 10.

Section 2 All appraisals of performance will be made in a fair and objective manner. An employee's signature on an appraisal indicates only that the appraisal has been received, and does not necessarily indicate an employee's agreement with the appraisal.

Section 3 Within 14 days of the end of the Performance Improvement Plan (PIP) period the rating official will notify the employee, in writing, whether the employee's performance has improved to the fully successful level. If the employee is not notified within the 14 days, except in extenuating circumstances, the employee will be considered fully successful.

Section 4 For one year after successful completion of a PIP, the Employer will meet monthly with the Employee to discuss and evaluate his/her job performance.

ARTICLE 26

DETAILS AND TEMPORARY PROMOTIONS

Section 1 A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.

Section 2 Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, training, absences of personnel. Details will be based on Management needs in the interest of economy, efficient and effective employee utilization. Employees may document details of 30 days or less and have them included in their development folder. Details in excess of 30 days will be documented in the employee's Official Personnel Folder (OPF) and copies of the record forwarded to the employee. Details in excess of 30 days require prior approval of the Employment Officer. Details will be documented in accordance with FSH 6109.12, Chapter 20, 21.2.

Section 3 For details within the Forest Service, the following mechanism will apply:

(a) Employees detailed to a higher graded position will be temporarily promoted in accordance with Section 4 of this Article.

(b) When Management determines the need for a detail and has determined that there are two or more equally qualified employees, Management will rotate assignments unless cost or other legitimate job related reasons require otherwise.

Section 4 An employee shall not be detailed to an established position of a higher grade for a period in excess of 30 consecutive days. All such assignments in excess of this period shall be made by temporary promotion. Details shall not be used to circumvent temporary promotions. An employee placed in a higher grade position or assigned to a group of duties that have been classified at a higher grade for more than thirty (30) days, will be temporarily promoted into that position. Temporary promotions of 120 days or more will be filled through competitive procedures.

Section 5 Details to a higher grade position or a position with known promotion potential will not be given repeatedly to one employee to the exclusion of other available employees in the work unit if such employees are eligible for detail and capable of performing the work.

Section 6 When it was not known at the beginning of the assignment that the temporary assignment to an established position of higher level would continue for more than 30 consecutive days, the employee will be temporarily promoted and compensated effective the first pay period after such continuation becomes known. An employee must meet the qualifications and eligibility requirements of the higher level position for temporary promotion.

Section 7 Temporary promotions will be outreached on forest a minimum of 10 working days except in extenuating circumstances.

ARTICLE 27

STAFFING

Section 1 Promotion will be made fairly and objectively and will be made on the basis of merit.

Section 2 All promotion actions shall be accomplished in adherence with federal laws and regulations, USDA Merit Promotion Plan, Forest Service Merit Promotion Plan (FSH 6109.12, Chapter 20), and this Article.

Section 3 Vacancy Announcements. All bargaining unit positions to be filled shall be advertised with a vacancy announcement, except for the following (in accordance to FSH 6109.12, Chapter 23.21b):

(a) Career ladder promotions, when employees meet qualifications, training, and successful performance requirements.

(b) Promotions resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities when all conditions are met, documented, and certified by the supervisor and in accordance with Section II.B of the Merit Promotion Plan.

(c) Promotions resulting from the upgrading of a position without significant change in duties and responsibilities due to issuance of a new classification standard, a result of an impact classification, or the correction of an initial classification error.

(d) Selection of a candidate from the Reemployment or Repromotion Priority List for repromotion to a grade that the candidate had previously held in the competitive service.

(e) A time-limited promotion of 120 days or less. OPM Qualifications Standards for the series and grade must be met, other than maximum entry age requirements.

(f) A position change conducted under reduction-in-force regulations.

(g) Repromotion of an employee to the target grade of a position previously held by the employee on a permanent basis under a permanent appointment in the competitive service, except when the employee was demoted for reasons related to performance or conduct.

(h) Placement into a position having promotion potential to the target level of a position an employee held previously on a permanent basis under a career or career-conditional appointment, even though the employee never reached the full performance level of the position. Make placement at the grade level for which time-in-grade and qualification standard requirements have been met.

(i) A career ladder promotion following noncompetitive conversion of an employee participating in special programs such as the Disability Employment Program or Student Career Experience Program.

(j) An action taken as a result of an employee(s) receiving priority consideration.

(k) Extensions of competitive time-limited promotions for up to a total of 5 years.

(l) Changes from a single grade interval series to a two-grade interval series when the incumbent already occupies the same or higher grade as the career ladder for the new position, and when service-wide action is anticipated regarding a type of class of positions.

Section 4 Service-wide announcements shall be open for a minimum of 28 days and announcements less than Service-wide shall be open for a minimum of 14 days. Complete vacancy announcements can be obtained electronically from the USAJobs website www.usajobs.opm.gov . If a position is announced as temporary, and the announcement does not state that it may become permanent, the position will be re-announced if it becomes permanent, and fair consideration will be given to all applicants.

Section 5 The Union may exercise its right to attend selection panels as an observer for bargaining unit positions. The Union may recommend to Management (the appropriate Line Officer) names of subject matter experts for participation on a panel.

Section 6 The Employer recognizes the importance of, and the benefits to be derived from giving promotional opportunity to employees. Consequently, the initial area of consideration in Merit Promotion normally will be Forest-wide. There will be exceptions to the Forest being the initial area of consideration, such as when it is likely that three highly qualified applicants are not available within the minimum area or when necessary to comply with other recruitment requirements, e.g. special employment authorities and career programs.

Forest wide vacancy announcements will consider the following Non Competitive eligibles:

(a) Reinstatement eligibles (those current or former career or career conditional federal employees in the competitive service who have held the target grade of the position or higher)

(b) Veterans Recruitment Authority (VRA) eligibles

(c) lateral

(d) change to lower grade

(e) persons with disabilities

(f) disabled veterans with a 30% or more disability

(g) former Peace Corps or VISTA volunteers

(h) Career Transition Assistance Program (CTAP) eligibles

(i) Special situations (awards by MSPB, EEOC, OSC courts)

Section 7 Ineligible candidates will be promptly notified, normally upon issuance of the referral list(s). Non selected candidates will be notified upon closure of the referral list.

Section 8 After a promotion has been made, the unsuccessful candidate(s) may request career counseling as an aid in furthering future promotional opportunities. He/she and his/her representative may consult with the supervisor, Human Resource Specialist, and any other parties the Human Resource Specialist may feel necessary. Unsuccessful candidate(s) may be furnished information as contained in the Merit Promotion Plan.

Section 9 The Employer agrees to schedule all tests and interviews for Bargaining Unit positions to be filled using merit promotion procedures during the day shift hours of the basic workweek (Monday through Friday). Work time shall be granted to employees in the Bargaining Unit participating in such tests or interviews for positions.

Section 10 Upon written request of the Union, a list of employees responding to an on-forest outreach for bargaining unit positions will be provided.

Section 11 An employee who is dissatisfied with placement consideration received may have Union representation in discussion with the selecting official.

Section 12 The following Merit Promotion procedures shall apply:

(a) Qualification requirements and selective placement factors for positions to be filled shall be job related.

(b) Merit Promotion Plan procedures will apply to selection of candidates by transfer, reinstatement, or promotion to a higher grade position than previously held or to a position with known promotion potential higher than the promotion potential of a previous position.

(c) Evaluation panel: The Union will be notified when an evaluation panel is meeting and the vacancy to be filled. Upon request, when investigating a potential grievance, the designated Union representative will be provided evaluation scores and evaluation factors or criteria

(d) Management will provide the Union representative, upon request, notification of the person, position, grade location, and under what authority the position is filled.

(e) Selection: The selecting official is entitled to make or not make the selection from any of the candidates on the Referral Lists based on judgment of how well the candidate will perform in the particular position being filled, or to select from other appropriate sources, such as reinstatement, transfer, people with targeted disabilities, or Veteran's Recruitment Appointment (VRA) eligibles, after following the order of consideration detailed in Appendix F, Order Of Consideration When Filling A Vacancy.

(f) Nonselected Employee's Rights: An employee and/or representative will be presented the following upon request:

(1) About the Merit Promotion Plan.

(i) Explanation of any part of the plan.

(ii) Details of governing regulation(s).

(iii) The qualifications required for a position.

(iv) Details of the evaluation techniques.

(2) About a specific vacancy:

(i) If the employee was considered.

(ii) If the employee was basically qualified.

(iii) If the employee was in the quality candidate grouping.

(iv) Who was selected.

(v) Feedback obtained from the supervisor of the position being filled on how an applicant may improve chances for selection on future vacancies.

(vi) Documentation used to evaluate the employee.

(vii) Other information required by collective bargaining agreements.

(viii) Number of applications received.

(ix) Number of candidates referred.

Section 13 Seasonal employment is the proper Office of Personnel Management term for non-temporary employees in the competitive service who often are still referred to as Intermittent. Seasonal employment means a period of work lasting less than 12 months. At a minimum, the employment agreement must state the periods of pay and nonpay status, the basis and procedures for release and recall, and benefits and entitlements. There will be no change in any terms of employment (SF-50) without notifying the employee.

Section 14 If Management determines to fill a position, from which an employee was demoted without cause, the employee will be offered repromotion to the vacancy. For vacancies within the competitive area with the same or equal duties from which demoted without cause and the employee qualifies, the employee will be offered repromotion to the vacancy unless there is a legitimate job related reason for not repromoting the employee. In the event that more than one employee qualifies, the highest service computation date ranking employee will be offered repromotion first.

Section 15 Downgraded employees may apply for repromotion consideration for positions outside the local commuting area. Offers of positions outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved grade/saved pay protection may be declined by the employee and shall not affect the entitlement to saved grade or saved pay.

Section 16 The Parties are committed to use the Career Enhancement Program. The policies and procedures described in FSH 6109.12 will be followed in carrying out the Career Enhancement Program.

(a) The Career Enhancement Program is a program designed to focus personnel policy and practices on the development and implementation of specific career opportunities for lower level employees (GS-1 to GS-8 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.

(b) The program is open to all lower level employees (below GS-9 or equivalent) who are permanent full-time or intermittent employees, career or career-conditional.

(c) Structured individualized training plans will be developed for career enhancement candidates within the guidance of FSH 6109.12. Training plans will cover entry and intermediate levels pertinent to the target position.

Section 17 All employees in career enhancement positions will be promoted in a timely manner upon satisfactory performance, completion of training and/or appropriate time in grade to the next higher level. If a supervisor's review leads to the conclusion that the employee's work does not warrant a promotion or that other circumstances exist which may delay a promotion, the supervisor will provide a notice to the employee in writing 60 days before the employee is eligible for the promotion. The written notice will explain where the employee's performance is lacking and advise as to what the employee must do to qualify for the promotion. The employee will be given at least 30 days to improve to a level warranting promotion. If the performance has improved to an acceptable level, the employee will be promoted to the higher grade. If advance notice requirements are not met, the employee will be given at least thirty days to improve. If performance is found to be acceptable, the promotion will be made retroactive to the date the employee met the time-in-grade requirements.

Section 18 Temporary employees who are interested in rehire will be given the best available information prior to separation concerning their chances of rehire with that unit the following season.

Section 19 Temporary employees under 1039 appointments, who have been selected competitively and successfully completed their tour of duty, will be eligible for rehire the next season without further competition.

ARTICLE 28

WORKFORCE RESTRUCTURING AND PLACEMENT SYSTEM

Section 1 Pre-Workforce Restructuring and Placement System (Pre-Wraps) Process: Forest Service Handbook 6109.12, Chapter 21, Special Placement Situations, will be followed for development and utilization of a Pre-Wraps plan.

Section 2 Workforce Restructuring and Placement System (WRAPS): Forest Service Handbook 6109.12, Chapter 21, Special Placement Situations, will be followed to avoid or mitigate reduction in force (RIF). The WRAPS will be used for filling vacancies to provide first consideration to Forest Service employees affected by abolishment of encumbered positions.

Section 3 Forest-wide vacancy announcements are exempt from consideration of WRAPS per Agreement dated 12/01/1998.

ARTICLE 29

REDUCTION-IN-FORCE

Section 1 Reduction-in-force means the Employer's action to reduce the number of occupied positions. Authority to have a RIF is with the Agency head. Reduction-in-force procedures set forth in Title 5 CFR 351 are required to be used. The Employer will notify the Union when it is determined that a reduction-in-force is necessary. The Union shall have the opportunity to negotiate the impact and implementation of such reduction-in-force actions.

Section 2 In the event a reduction-in-force is implemented, the affected Employee(s) and his/her designated Union representative shall be given the opportunity to review the retention register affecting him/her.

Section 3 The Parties consider RIF to be an action of last resort and will avoid whenever and wherever possible. To minimize the adverse impact of a RIF on employees, Management will accomplish goals otherwise achieved by a 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; have been exhausted to avoid RIF. Such methods might include every possible method of controlling discretionary expenditures such as but are not limited to:

(a) innovative salary saving methods, e.g., leaving positions vacant to save salary costs, promotion/hiring freezes, offering leave without pay, furloughs;

(b) reduction of costs associated with contracting-out;

(c) reduction of costs incurred related to volunteers;

(d) reduction of expenses associated with travel, conferences, seminars, institutes, office furnishings, and purchases of supplies and equipment.

(e) seeking early-out authority.

Section 4 The Employer will provide the Union a copy of retention registers and documentation as to efforts that have been taken to avoid the RIF.

Section 5 The Union and the Employer will jointly encourage each employee to see that his/her personnel files and employee data/skills documents (e.g. OF-612, resume, etc.) are up-to-date. Both the personnel file and employee data/skills file will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies. Both Parties will work collaboratively to provide RIF orientation, job search, resume writing, and career development.

Section 6 The Employer will provide paid RIF training for equal numbers of Union and Management personnel (no less than three (3) Union personnel), including any associated travel and per diem, not later than 3 months of initiating a RIF action on the Forest.

ARTICLE 30

DISCIPLINARY MEASURES/ACTIONS

Section 1 Letter of Warning/Caution/Counsel

This is an informal, non-disciplinary letter used to document a verbal warning or to caution an employee from engaging in a specific, undesirable behavior, the repetition of which could lead to formal disciplinary action. The supervisor normally signs this type of letter and retains a copy. It is not filed in the employee's Official personnel Folder.

(a) These letters will state the specific reasons that gave rise to the letter and needed corrective actions. The letter may be retained by the initiating supervisor in a confidential nonpermanent file and/or in the Human Resources Staff and will remain in effect for a period not to exceed one (1) year and may be withdrawn earlier at the election of the supervisor. The original shall be given to the employee to whom it is directed.

(b) All letters of Warning/Caution/Counsel are grievable under the negotiated grievance procedure.

Section 2 Letter of Reprimand

This is the lowest level of formal discipline. Use letters of reprimand where a strong warning is considered necessary and it is consistent with the Department of Agriculture Table of Disciplinary Penalties (FSH 6109.41 – DPM 751, appendix A). A letter of reprimand may be issued by an official delegated authority to issue such letters (FSM 6104.1, ex. 01, Delegations of Personnel Authorities).

(a) A letter of reprimand will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of one (1) year.

(b) All letters of Reprimand are grievable under the negotiated grievance procedure.

Section 3 Suspension of 14 days or less (5 CFR part 752)

In addition to Section 10, the following applies to an individual in the competitive service who is not serving a probationary period. Such an employee is entitled to:

(a) at least 15 days advanced written notice stating the specific reasons for the proposed suspension;

(b) a reasonable time, not less than 7 days, to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;

(c) be represented by NAGE;

(d) a written decision and the specific reasons, therefore, at the earliest practicable date;

(e) grieve the decision, through the negotiated grievance procedure contained in Article 32. The written decision shall advise the employee of this right.

Section 4 It is the Employer's policy to impose penalties consistent with the severity of the offense.

Section 5 Disciplinary action must be initiated in a timely manner, providing for due process. The intent of the Employer is to act promptly on incidents requiring discipline.

Section 6 Unit employees may 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. Upon request of the employee, the Union agrees to promptly make arrangements for a representative to be present so as not to delay the continuation of the examination.

Section 7 In the event of a written proposed disciplinary action, the employee will be advised of his/her right to representation. Employees against whom formal disciplinary action is taken shall be informed of their right to grieve through the negotiated grievance procedure.

Section 8 Upon request, the Employer agrees to provide additional copies of proposals/decisions of disciplinary action(s) to the employee.

Section 9 A written decision on proposed disciplinary actions will be made in a timely manner providing for due process.

Section 10 The following provisions are common to all disciplinary cases:

(a) 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 provided upon request a copy of the evidence that supports the charges.

(b) 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 Article 8.

ARTICLE 31

ADVERSE ACTIONS

Section 1 As defined in 5 CFR 752, adverse actions are removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less. The decision authority in adverse actions is the Regional Forester.

Section 2 The employee will be provided the evidence files with the proposed adverse action.

Section 3 Employees against whom adverse actions are taken shall be informed of their right to appeal such actions in keeping with the appellate provisions of 5 CFR 1201.

Section 4 Removal, suspension for more than 14 days, furlough without pay for 30 days or less, or reduction in pay or grade. In addition to Article 30, the following applies to an individual in the competitive service who is not serving a probationary period. Such an employee is entitled to:

(a) 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;

(b) a reasonable time, not less than 14 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(c) be represented by NAGE;

(d) a written decision and the specific reasons, therefore, at the earliest practicable date; and

(e) the decision letter will inform the employee of his/her right to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and informing the employee that he or she will be deemed to have exercised his or her 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 A duplicate of the notice of proposed action and/or decision will be furnished to the employee.

Section 6 Adverse actions taken against Unit employees shall be for just cause and will be taken in keeping with applicable rules, regulations, and instructions.

Section 7 It is the Employer's policy to impose penalties consistent with the severity of the offense.

Section 8 Adverse action must be initiated in a timely manner, providing for due process. The intent of the Employer is to act promptly on incidents requiring discipline.

Section 9 Upon request, the Employer agrees to provide additional copies of proposals/decisions of disciplinary action(s) to the employee.

Section 10 A written decision on proposed adverse actions will be made in a timely manner providing for due process.

ARTICLE 32

GRIEVANCE PROCEDURES

Section 1 A "grievance" is as defined in Article 2, of this Agreement. The expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances. The Union shall ensure that, when representing employees of the unit, no complaint or grievance will be taken or pursued without first having been brought to the attention of the Employer for coordination and possible resolution. Most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and public interest.

A grievance must be taken up with the employee's immediate supervisor within fifteen (15) workdays after the occurrence or the employee becomes aware of the matter which precipitated the grievance

Section 2 Unit employees covered by this agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 3 Certain matters are excluded from coverage by this Grievance Procedure and from coverage by arbitration procedure, either because they are not grievable or arbitrable matters or because they are matters which are subject to final administrative review outside the agency under law or the regulations of the Office of Personnel Management. The following matters are subject to exclusion:

(a) Political Activities.

(b) Retirement, Life or Health Insurance.

(c) Suspension or Removal for National Security Reasons.

(d) Examination, Certification, or Appointment.

(e) Position Classification which does not result in loss of grade or pay of an employee.

(f) Non-selection for promotion from a group of properly ranked and certified candidates.

(g) Allegations of mismanagement.

(h) EEO Complaints.

(i) Matters appealable to MSPB.

(j) Termination of temporary employees with initial appointments of one year or less.

(k) Non-adoption of a suggestion, or disapproval of a quality increase or performance award.

(l) Separations during a probationary or trial period.

Section 4 In compliance with the Statute, an employee may appeal the following actions to the Merit Systems Protection Board (MSPB) under the procedures prescribed by the MSPB.

(a) Removal.

(b) a suspension for more than 14 days.

(c) a reduction in grade

(d) reduction in pay; and

(e) a furlough of 30 days or less.

A reasonable amount of time may be requested for a local union representative to assist the employee in preparing documentation for the appeal.

Section 5 Grievances may be initiated by employees, either singly or jointly, or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matter of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

A grievance submitted at Step 1 shall be the sole issue in the grievance to be considered, and no additional issues will be presented at any further step of the grievance procedure. Additional issues can be initiated at Step 1 as a separate grievance

Section 6 The Employer and the Union expect employees and supervisors to make a sincere effort to informally reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances:

(1) Step 1. The grievance shall be submitted in writing, identified as Step 1, and be discussed formally by the aggrieved employee and his/her representative, if any, and the immediate supervisor involved. The grievance shall state the issue(s) involved and the corrective or remedial action sought. If the matter is not settled within five (5) workdays from the time of this meeting, the grievance may be moved to the next step.

(2) Step 2. If no satisfactory settlement is reached in Step 1, the grievance shall be submitted in writing to the next level supervisor within ten (10) workdays after Step 1 decision. The employee will be advised of the next level supervisor's decision in writing within ten (10) workdays after receipt of said grievance. This Step is not applicable to employees whose next level supervisor is the Forest Supervisor. If the matter is not settled within five (5) workdays from the time of this meeting, the grievance may be moved to the next step.

(3) Step 3. If no satisfactory settlement is reached between the employee and the higher supervisor, the written grievance shall be submitted within ten (10) workdays of the

Step 2 decision to the Forest Supervisor. A decision shall be rendered in writing within fifteen (15) workdays from the receipt of the written submission and the decision shall be final and not subject to further appeal, except under the provisions of the article entitled "arbitration". Failure of the deciding official to meet time limits on formal grievances, or to request and receive an extension of time, shall result in the deciding Party's liability for the arbitrator's fees and expenses, unless mitigating circumstances prevail.

Note: An employee may terminate his/her grievance, in writing, at any time. If an employee resigns, dies, or is separated by an action other than removal before a decision is reached on a grievance being processed and no compensation issue is involved, the action may be stopped. (If compensation is involved, the grievance will not be terminated). All interested Parties will be notified that, because of separation, the case is being closed without a decision. In the instances above, if the grievance is identified to be of a nature where it would provide relief for employees other than the grievant, the Local may elect to continue the grievance.

Section 7 Any time limits specified in this Article may be extended by mutual written agreement between both Parties.

Section 8 A reasonable amount of official time will be granted an aggrieved employee and the appropriate Union representative to prepare, and present a grievance on the Employer's premises through this grievance procedure; however, no overtime will be paid to any such employee or Union representative to accomplish these functions. A Union representative will be granted a reasonable amount of time to investigate grievances. An employee or Union representative desiring official time for either of the foregoing purposes shall inform his/her immediate supervisor if available, or the next higher level of line supervision who is available, of the reason he/she desires to absent himself/herself from his/her job site and of the anticipated duration of the absence, and must obtain the supervisor's permission before absenting himself/herself from his/her work site.

Section 9 No representative of the Union will solicit grievances from employees.

Section 10 If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 11 Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official of the Employer to comply with any applicable processing time limit will entitle the grievant to advance to the next step.

Section 12 Employer grievances shall be filed in writing with the President of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. The President shall issue a written decision within fifteen (15) workdays of receipt of the grievance.

Section 13 Union grievances shall be filed in writing with the Forest Supervisor by an elected officer of the Union. The grievance shall specify the basis for the grievance and the corrective relief sought. The Forest Supervisor shall respond within fifteen (15) workdays of receipt of the grievance.

Section 14 Grievances not resolved though the provisions of this Article may be referred to Arbitration by either the Union or Employer.

Section 15 Grievability/arbitrability issues if unresolved will be handled as threshold issues at arbitration.

ARTICLE 33

ARBITRATION

Section 1 Invoking Arbitration:

(a) If the parties fail to satisfactorily resolve a grievance, either party may invoke binding arbitration, in writing within 30 calendar days after receipt of a final decision, pursuant to the Grievance Article. The invoking Party will notify the other Party that arbitration has been invoked.

(b) If neither party invokes arbitration within the time period described in subsection A above, the parties will accept the grievance as resolved with no further rights to advancement to Arbitration. The parties may, however, extend the time limitation by mutual agreement.

(c) After arbitration is invoked, the Parties may mutually agree to use a dispute resolution process. Use of the dispute resolution process does not suspend any of the timeframes in this article unless mutually agreed by the Parties.

Section 2 Arbitrator Selection:

(a) The invoking party requests a list of seven impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten calendar days from the date of receipt of the request to invoke arbitration. Representatives of the Parties should meet within ten calendar days of receipt of the list of arbitrators to select one to hear the grievance (unless an extension is mutually agreed upon). Each side will strike one name from the list in turn. The name remaining after each side has struck three, shall hear the grievance. A flip of a coin will decide which party strikes first. After an arbitrator has been selected, the parties should submit the name to the FMCS within seven calendar days. When the selected arbitrator notifies the parties of his/her availability to conduct the hearing, the parties should meet within seven calendar days to reach agreement on the hearing date. The arbitrator should be promptly notified of the date.

(b) If after receipt of the list, a party refuses to participate in the selection of an arbitrator, the opposing party may unilaterally select an arbitrator from the list within 14 days of receipt. The selecting party shall notify the opposing party within three calendar days of the selection.

(c) Notwithstanding Sections 2A and 2B above, and unless otherwise agreed to by the parties, if an arbitration has not been scheduled within 12 months from the date arbitration was invoked, the grievance will be considered terminated. Exceptions to this time period will be made in circumstances beyond either party's control, including, but not limited to the following examples: third party proceedings that have a direct bearing on the outcome of the grievance, or inability or refusal of the arbitrator to schedule the hearing.

Section 3 Hearings:

Arbitration hearings will be held during regular day shift duty hours at the facility where the grievance was filed or at a location mutually agreed upon by both parties. Employees who are necessary witnesses will be allowed to testify on duty time.

Section 4 Witness Lists:

At least ten calendar days prior to the arbitration hearing, the parties will exchange their witness lists and inform the other party as to whom their representative will be. These lists will ordinarily not be amended except in the event of unforeseen circumstances such as sudden unavailability of a witness or the identification of other witnesses found to have additional vital information. Parties shall notify each other of additional witnesses.

Section 5 Cost:

The initial filing fee will be paid by the Party invoking arbitration. The initial fee and any other costs associated with the arbitration procedure, including the cost of the arbitrator and his/her expenses, will be borne by the losing Party. Transcripts of arbitration proceedings are not required. The full cost of transcription service will be borne by the party requesting a transcript. If both parties desire a transcript, the cost will be shared equally.

Section 6 Authority:

The arbitrator will derive his/her authority from this negotiated agreement and, in rendering a decision, must not add to, subtract from, nor modify any terms of this Agreement.

Section 7 Decision:

The arbitrator will be requested to render his/her decision within 30 days.

Section 8 Decision on the Record:

In matters when both parties stipulate the issue(s) in dispute as well as the precipitating facts, a brief in support of each party's position may, by mutual agreement, be submitted to the arbitrator for a decision on the record in lieu of an evidentiary hearing. Simultaneous service of briefs of each party will be accomplished by the arbitrator.

Section 9 Greivability/Arbitrability Issues:

Grievability/arbitrability issues will be resolved as threshold issues of arbitration, but must have been raised no later than the time the Step 3 decision is given.

Section 10 Appeals:

Either party may appeal an arbitrator's ruling pursuant to statute.

Section 11 Back Pay Act:

(a) Whenever an employee is entitled to receive back pay resulting from the final determination of an arbitrator's award or settlement by the parties, such pay will be provided to the employee within 30 calendar days of the final determination of the award or effective date of any written settlement agreement. In the event that Management fails to timely pay the employee, interest shall accrue, commencing on the 31st day, at the rate in effect under the Internal Revenue Code.

(b) Within 14 calendar days of compliance with Subsection A above, Management will provide the Local with copies of appropriate documents to demonstrate compliance has been accomplished.

(c) The arbitrator's decision shall conform to the provisions of the Back Pay Act, 5 USC § 5596, where applicable. Such decision will include the payment of back pay, interest and attorney's fees, when appropriate.

ARTICLE 34

UNFAIR LABOR PRACTICES

Section 1 The Employer and the Union agree that the resolution of complaints that arise under 5 USC 7116, Unfair Labor Practices (ULP) should be handled informally and between the parties. In an effort to resolve such issues, it is agreed that the informal resolution period shall consist of, as a minimum, fifteen (15) calendar days unless Parties agree to extend this timeframe.

Section 2 If no informal resolution is reached during that time, the ULP may be forwarded to the Federal Labor Relations Authority (FLRA) in accordance with applicable law and regulations. It is recognized, however, that all time limitations prescribed in FLRA regulations concerning the filing of ULP's are not otherwise affected by the informal resolution period.

Section 3 All informal complaints will be filed, in writing with either the Employer, ATTN: Forest Supervisor; the President, NAGE, Local R4-88, or the National Union Representative concerned.

ARTICLE 35

HAZARDOUS CONDITIONS

Section 1 It will be the policy of the Employer to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Employer will ensure that employees exposed to these conditions are properly compensated in keeping with appropriate regulations of higher authority.

Section 2 The Employer will grant hazard/environmental differential pay in accordance with the following: FSH 6109.11, 5 CFR Part 532 Subpart F, and Subpart E (pertains to Wage Grade employees); and 5 CFR Part 550 Subpart I (pertains to GS employees).

The following is per FSH 6109.11:

Pay for Duty Involving Physical Hardship or Hazard: Full-time, part-time, and intermittent employees serving in General Schedule and Wage Grade positions are authorized to receive payment of a differential when exposed to unusual hardship or hazardous duty. This payment is authorized at the rate of 25 percent of the basic rate. Employees hired under the Pay Plan for Emergency Firefighters are not entitled to this differential.

Hazardous Duty: Duty performed under circumstances that could contribute to an accident resulting in serious injury or death is hazardous.

Duties Covered by Hazard Pay Differential: Interpret the duties listed below literally, not comparatively. The list is incomplete; a complete schedule is available in each appointing office (FSH 6109.41--FPM S-990-2, book 550, subchapter S9).

(a) Firefighting

(1) Participating as an emergency member of a firefighting crew in fighting fires of equipment, installation, or buildings.

(2) Participating as a member of a firefighting crew in fighting forest and range fires on the fireline. Persons assigned to duty after official control time are not entitled to hazard pay for forest firefighting duties.

Unless otherwise noted, the following fire-control activity definitions are based on those appearing in FSH 5109.12, chapter 70.

Fireline: For purposes of pay administration for hazardous duty (a departure from FSH 5109.12, ch. 70), the area within or adjacent to the perimeter of an uncontrolled forest or range (tundra) fire of any size in which action is being taken to control the fire. Such action includes, but is not

limited to, operations that directly support control of the fire, such as ground scouting, spot fire patrolling, and backfiring. This action does not include personnel engaged in logistical support and members of the service organization.

Control of Fire: To complete control line around a fire, any spot fire there from, and any interior islands to be saved; to burn out an unburned area adjacent to the fire side of the control line and cool down all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under foreseeable conditions.

Forest and Range Fire: An unplanned and uncontrolled fire calling for suppression action that requires fireline preparation, as contrasted with a fire burning under prescribed conditions within prepared lines enclosing a designated area.

Flying: Participating in limited control flights: Flights undertaken under unusual and adverse conditions (such as extreme weather, maximum load or overload, limited visibility, extreme turbulence, or low level-flights involving fixed or tactical patterns) that threaten or severely limit control of the aircraft.

(a) To be considered a low-level flight, the mission must require performance of a substantial part of the flight, other then landing or taking off, at altitudes of less than 500 feet above the terrain or vegetative canopy in daylight, or at less than 1,000 feet in mountainous areas at night.

(b) "Limited control flights" are flights that require unusual flight pattern, maneuvers, or formations that reduce the pilot's control of the aircraft and increase the risk of accident. Such flights do not include routine take-offs and landings. The nature and degree of hazard and the control which may be exercised over the hazard, depend on the type of aircraft and its flight characteristics.

Examples of limited control flights include: (1) Maneuvering aircraft at low levels for the purpose of controlling forest and range fires. A very real hazard exists from turbulent winds created by and associated with fire updrafts and extreme temperature variations. (2) Maneuvering single engine aircraft at low levels and low speeds for the purpose of wildlife and natural resource surveys over rough terrain in remote regions of the country. The hazard is possible engine failure or mechanical malfunction that would dictate emergency landing under the worst possible conditions. (3) Performing flight patterns at low levels for the purpose of making cargo drops and agricultural applications where there is hazard of equipment snagging or dropped material dragging behind the aircraft.

Exposure to Hazardous Weather or Terrain:

(a) When working on cliffs, narrow ledges, or near vertical mountainous slopes where a loss of footing would result in serious injury or death, or when working in areas where there is a danger of rockfalls or avalanches.

(b) When it is necessary to travel over secondary or unimproved roads to isolated mountain top installations at night or under adverse weather conditions, such as snow, rain, or fog, which limit visibility to less than 100 feet or when there is danger of sliding rock, mud, or snow.

(c) When it is necessary to travel in the wintertime, either on foot or by means of vehicle, over secondary or unimproved roads or snow trails in sparsely settled or isolated areas to isolated installations when there is danger of avalanches or during white-out phenomenon, which limits visibility to less than 10 feet.

(d) When work or travel in sparsely settled or isolated areas results in exposure to temperatures and/or wind velocity shown to be of considerable danger, or very great danger, on the windchill chart presented in exhibit 01, and shelter (other than temporary shelter) or assistance is not readily available.

High Work: Working on any structure extending at least 50 feet above the base level, ground, deck, floor, roof, and so forth, under open conditions, if the structure is unstable or if there are no scaffolding guards or other suitable protective facilities, or if performed under adverse conditions, such as darkness, lightning, steady rain, or high wind velocity.

Work in Open Trenches: Work in an open trench 15 feet deep or more until installation of proper shoring.

Underground Work: Work underground performed in the construction of tunnel and shafts, and the inspection of such underground construction, until the necessary lining of the shaft or tunnel has eliminated the hazard.

Exposure to Hazardous Agents:

(a) Work with unknown explosive ordnance when operation of the unknown ordnance is manual or when applying new or unevaluated mechanical or explosive techniques to explosive ordinance.

(b) Work with or in close proximity to:

(1) Explosive or incendiary materials, which are unstable and highly sensitive.

(2) Toxic chemical materials when there is a possibility of leakage or spillage.

(3) Materials of micro-organic nature that, when introduced into the body, are likely to cause serious disease or fatality and for which protective devices do not afford complete protection.

(c) Conducting tests on fire-retardant materials in ventilation restricted rooms where obnoxious odors and smoke continuously contaminate the atmosphere causing irritation to the eyes and respiratory tract.

Groundwork Beneath Hovering Helicopter: Participating in ground operations to attach external load to helicopter hovering just overhead.

Identifying Hazardous Duties Not Included: Line officers shall identify duties, other than those described in Title 5, United States Code, section 550.904, that may warrant payment of hazard pay differential.

Conditions Governing Payment of Hazard Pay Differential for General Schedule Employees: The authority to pay a hazard differential for duties included in this section presupposes that

adequate safeguards do not exist. If adequate safeguards do exist, an employee is not performing a hazardous duty; therefore, no differential is authorized.

Computing Hazard Pay:

(a) All hazard pay differential in the Forest Service is based on a 24-hour day from midnight to midnight. When employees perform duty for which hazard pay differential is authorized, they shall receive the hazard pay differential for all hours in pay status on the calendar day on which they perform the hazardous duty.

(b) Midnight becomes the automatic cutoff time. An employee working through midnight into the next day earns entitlement to hazard pay differential for 2 days only if exposed to the hazard before and after midnight.

(c) There is no minimum time requirement for exposure to earn the employee entitlement to differential pay for hazardous duty or physical hardships. Any amount of actual exposure during a calendar day qualifies the employee for the pay differential for all compensable hours performed that day.

(d) Hazard pay differential is computed on the basis of hours in pay status. If in an 8-hour workday, the employee performs hazardous duty for 1 hour and is in paid leave status for 7 hours, the hazard pay will be computed on the full 8 hours. On the other hand, if the employee was in nonpay status for the 7 hours, hazard pay would be computed on the basis of 1 hour.

(e) Hazard pay will be computed on the basis of an employee's basic compensation and will be paid in addition to any other compensation the employee earns under other statutory authority. For employees being paid a retained rate, that rate is their basic compensation for purpose of computing hazard pay.

(f) Hazard pay differential is in addition to any additional premium pay or allowances payable under other provisions of this chapter. Do not consider it to be a part of an employee's rate of basic compensation in computing additional pay or allowances such as Sunday differential. In addition, hazard pay differential is not subject to the limitation that premium pay may not cause total pay in any pay period to exceed the maximum rate for grade GS-15.

(g) When otherwise entitled, hazard pay differential is paid currently for work for which the employee has earned compensatory time. Similarly, if employees earn eligibility for hazard pay differential on a given day during which they use compensatory time, they receive the differential for the hours of compensatory time off.

An employee may be paid hazard differentials for performing more than one hazardous duty not taken into account in the classification of the position to the extent that the total additional pay for such hazardous duty does not exceed 25 percent of the employee's base pay in any one day.

Section 3 Supervisors are responsible for deferring or halting work projects due to hazardous conditions/weather. When hazardous conditions/weather exists, employees normally will be assigned to duties in unaffected areas or administratively excused.

Section 4 Should temperature and wind speed equal or exceed a wind chill factor of –24F, employees will be relieved from duty in the affected areas or hazard/ environmental differential pay will be paid.

ARTICLE 36

SMOKING POLICY

Section 1 The Parties jointly desire to provide a healthy and productive work environment that protects and assures the health, safety and well being of Federal employees and the visiting public, by minimizing and eventually eliminating the exposure of non-smokers to tobacco smoke. The agency within its legal authority may address the concerns of those who choose to smoke.

Smoking guidelines in accordance with federal laws, regulations, and policies including Executive Order 13058, Federal Property Management Regulations Amendment D-96, and Department Regulation 4400-6, "USDA Smoking Policy" will be followed.

Executive Order 13058 prohibits smoking inside all federal facilities and near exterior air intake ducts. Outdoor smoking areas will be a minimum of 15 feet away from common points of ingress and egress.

Section 2 In striving to meet this goal, Management and the Union agree to conduct an on-going program to educate Employees and their families concerning the benefits of not smoking and avoiding breathing "second hand" smoke.

Management agrees to help those Employees who decide to try to stop smoking by paying the cost of Forest Service approved treatment programs and by granting (Forest Wellness Program) official time for participation in such programs. The Forest Service will provide a list of approved programs to all work units.

Section 3 Smoking will not be permitted in government vehicles or leased vehicles within the custody of the Forest.

Section 4 Upon documentation of significant complaints, Management will contact GSA to explore options for a designated smoking area at the Supervisor's Office location.

ARTICLE 37

PAYROLL WITHHOLDING OF UNION DUES

Section 1 The Employer agrees that authorization for voluntary allotments of pay by employees for the payment of Union dues will be accepted and processed in accordance with Memorandum of Understanding between USDA and NAGE and this Agreement.

Section 2 The Union agrees to procure the prescribed allotment form (Standard Form 1187); to distribute the form to its members; to certify as to the amount of its dues; and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form.

Section 3 The Employer agrees that an allotment authorization may be submitted through the Forest Supervisor to the Payroll Office at any time. Allotments will become effective at the beginning of the first pay period after receipt of the form by the payroll office.

Section 4 The Employer shall automatically terminate an allotment when an employee leaves the unit as a result of any type of separation, transfer or other personnel action (except temporary promotion or detail); upon loss of exclusive recognition by the Union; when this agreement providing for dues withholding is terminated by an appropriate authority outside the Department of Agriculture; or when the employee has been suspended or expelled from the Union, in which case the Union shall so notify the Forest Supervisor in writing.

Section 5 An employee must voluntarily submit, between August 1 and August 15, a Standard Form 1188 or other written request to terminate an existing dues allotment, which shall become effective at the beginning of the first pay period after September 1 of each year; the employee must have been a dues paying Union member for one year in order to terminate Union membership. The Statute states that a request for withholding of union dues may not be revoked by an employee for a period of one (1) year. In such case, the Employer shall so notify the Union within two (2) working days after receipt of the revocation by submission to the Union of the duplicate copy of the Standard Form 1188 or of the written request. The Employer shall maintain a supply of Standard Form 1188 and will make this form available to employees upon request. However, a written request for revocation of an allotment, which is otherwise in order and signed by the employee, will be accepted and acted upon by the Employer, even though not submitted on the form. It is the employee's responsibility to see that the form or written request for revocation is received in the Payroll Office on a timely basis.

Section 6 This Article will continue in full force and effect upon the expiration date of the Agreement and until a new Agreement has been negotiated.

ARTICLE 38

REORGANIZATION

Section 1 Reorganization is defined as the elimination, addition, or redistribution of major functions or duties which would change the organizational structure.

Section 2 The Employer shall notify the Union of a pending reorganization. At this time, the Union may make its views and recommendations known concerning the reorganization for consideration in the Employer's decision process. The impact and implementation of a reorganization will be negotiated upon request of the Union.

Section 3 The notice to the Union will provide the proposed effective date of the reorganization, projected adverse impacts on employees, and the projected implementation actions and timetable. For major reorganizations with extensive impact, reasonable extension of time limits will be granted. Management will submit such necessary further background or other information as the Union may request concerning the reorganization plan.

ARTICLE 39

CONTRACTUAL WORK

Section 1 The Union will be notified of studies of contracting out of work function when it is determined by the Employer that the results of the study may have an adverse impact on unit employees.

Section 2 Upon request, the Employer will provide the Union a copy of performance indicators, job analyses, and the performance work statement.

The Union will have thirty (30) days to review the data.

Section 3 The Employer agrees to carefully consider the views and recommendations of the Union regarding the contracting out of unit work functions which may have an adverse impact on unit employees.

Section 4 If a study is made pursuant to direction or by regulation for transmittal to higher headquarters on contracting out of work functions which would adversely affect unit employees, the views and recommendations of the Union will accompany the study.

Section 5 The Union will be advised of the contracting out decision at which time the Union may exercise its right to negotiate the impact and implementation of the decision.

Section 6 Upon request, the Local representative will be provided with available information in accordance with 5 USC 7114 (b) (4).

ARTICLE 40

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1 The Forest Service agrees to make available reasonable office space and equipment, including telephone service, duplicating services and telecommunications computer resources, to the Union to the extent feasible and consistent with existing facilities. The Union office space made available, including equipment use, shall be reasonably private and secure to assure confidentiality of records and conversations. Although duplicating service will be allowed, the Union agrees to furnish and pay for any extensive duplicating tasks.

Section 2 Upon request, the Employer will make space available to the Union for its meetings and other activities, provided the space is conveniently available, and its use does not interfere with the conduct of public or official business. The use of such space will be during non-duty hours. The Union will be responsible for the proper use and care of space that is made available to it.

Section 3 The Employer will extend the use of its internal mail distribution service and messenger service to aid the Union in the distribution of its material without review or approval of any official of the Employer in accordance with existing Department regulations. This does not authorize use of the U.S. mail and messenger service operated by the U.S. Postal Service or similar private organizations. However, no circulars, posters, or other material may be distributed to offices of the Employer though internal mail or messenger service, or by any other method that:

(a) Advertises the products, services, or facilities of a commercial firm unless it conforms to provisions covering recreational activities (DPM 712).

(b) Directly or indirectly attacks or adversely reflects on the integrity or character of Members of Congress, the judiciary, or members of the President's Cabinet, or any other Government official in a similarly responsible position.

(c) Contains expressions of a derogatory or abusive character concerning any employee in the Forest Service or the Department or Agriculture.

(d) Directly or indirectly condemns or criticizes the policies of the Forest Service, or any other Government department or agency.

Section 4 Computer profiles or drawers used by Union representatives for representational purposes shall be confidential. The Forest Service will establish for the Union a public drawer for which the Union will have exclusive input and edit access. The Union will be allowed to use telecommunications to communicate with other work stations. This use will include, but not be limited to:

(a) Sharing information

(b) Bulletin board type information such as Union meetings, etc.

(c) Newsletters of general interest to employees

(d) Gathering data to investigate and /or pursue a complaint or preparing for negotiations.

Section 5 A bulletin board shall be made available for use by the Union for the posting of notices and literature for the Union. Each work site at each Ranger District, Supervisor's Office, and each C&M warehouse, including the Forest Shop, will provide one bulletin board. The bulletin boards will be approximately 24" x 30" and will be located at all work sites and beside the Management bulletin board. The Union shall be responsible for keeping the bulletin boards neat. Material posted on the boards will not:

(a) Advertise commercial firms or products.

(b) Attack or reflect on the integrity of any Government official or employee.

(c) Condemn or criticize policies of any Government agency or employee.

(d) Imply official Government sponsorship or endorsement.

These will be called Union Bulletin Boards.

Section 6 The Employer agrees to provide the Union space on the Forest webpage.

Section 7 If requested, the Forest Service agrees to furnish to the Union, quarterly, an up-to-date list of employees in the organizational unit showing name, position, title, FLSA code, and official duty station.

Section 8 Management agrees to provide to Union representatives and employees reasonable access to publications such as the Forest Service Manual, Forest Service Handbooks, Position Classification Standards, and other publications available in offices of the Forest Service and on computer systems.

Section 9 Government- owned or leased vehicles may be used for Local representational functions for which official time will be used provided:

(a) a vehicle is available;

(b) the Union representative has made reasonable efforts to resolve the matter though the use of telephones, e-mail, teleconferencing, etc., when appropriate.

Where a Government-owned or leased vehicle cannot be provided within a reasonable amount of time, use of a privately owned vehicle is authorized and mileage will be paid.

The employer recognizes that a face to face meeting may be desirable in some instances and the union representative may be allowed official time and resources to attend these meetings.

Section 10 To the extent feasible and consistent with facilities, the Employer will provide at each work site, lunch and breakroom facilities with adequate seating capacity.

ARTICLE 41

DISTRIBUTION

Section 1 The Employer shall print 250 copies and furnish copies of this Agreement to all employees in the Unit, to their supervisors and to all new employees, in addition, twenty-five (25) copies shall be furnished to the Union. Any amendments or supplements will be posted electronically to the Forest web page under NAGE.

Section 2 While the Agreement is being printed, a draft copy will be posted on Monongahela Forest web page and annotated as draft.

Section 3 The Agreement will be printed on standard 8 ½ inch by 11 inch paper.

Section 4 Representatives of Union and Management will give joint training on this agreement to all employees within 30 days of the final approval of the agreement. The structure and time of the training session will be mutually agreed upon by both Parties. Annual training will be provided as a refresher and to new employees.

ARTICLE 42

ORIENTATION OF NEW EMPLOYEES

Section 1 All new eligible employees in the Unit shall be informed that the Union is the exclusive representative of employees in the Unit. The Union shall be furnished the name, position, duty station, and date of entrance on duty for new employees in the Unit monthly.

Section 2 The Employer and Union shall make reasonable efforts to fully inform employees in the Unit with respect to the provisions of the Civil Service Reform Act of 1978 and current regulations and developments relating to the participation of Federal Employees in the formulation and implementation of personnel policies, practices, and procedures.

Section 3 The Union will be afforded a period of time, to be mutually agreed upon, to speak at orientation sessions when held for employees. When the Union supplies the Employer a Union packet, it will be included in the orientation package for the employee.

ARTICLE 43

PILOT PROJECTS/DEMONSTRATION PROJECTS

Section 1 The Parties recognize the need for more efficient operations within the Forest Service and agree that experimenting with different ways of completing various activities can benefit this objective.

Section 2 Pilot projects which include the Forest and affect working conditions or conditions of employment will not be implemented until requirements of Article 4 have been met.

ARTICLE 44

FURLOUGH

Section 1 The Employer will notify the Union of a proposed furlough. At that time, the Employer will advise the Union of the reason for furlough, the number, names, titles, series and grades of all employees affected, and the measures which Management proposes to take to reduce the adverse impact on employees. Furlough authority is held by the Agency head. The employees will be given thirty (30) days notice if the furlough is expected to be thirty (30) days or less in accordance with 5 CFR 752 and will be given sixty (60) days notice if the furlough is more than thirty (30) days, in accordance with 5 CFR 351.

Section 2 The following matters involving furloughs are appropriate matters for negotiations between the Parties, but are not limited to:

(a) the content of furlough notices and the process for recall from furlough;

(b) impacts for assigned days;

(c) programs for counseling employees about furloughs and unemployment compensation, benefits, etc.;

(d) provisions for keeping the Local informed of furlough developments;

(e) any impacts on Union representation during the furlough;

(f) budget mandated furlough – grade of Employees involved top to bottom.

Section 3 For hardship cases, Management will consider deferring a furlough for employees on sick leave.

ARTICLE 45

FLEXIPLACE/TELEWORK

Section 1 Supervisors and employees will develop strategies for flexible and responsive work scheduling. Flexiplace or Telework is an alternative work arrangement for employees. It allows employees to conduct some or all of their work at an alternative worksite away from the employer's typically-used office. Telework is also referred to as telecommuting, flexiwork, and flexiplace.

The telework concept can be applied to a variety of alternative work environments. The work location might be:

(a) An employee's residence

(b) a telework center

(c) A traditional office or satellite office located closer to the employee's residence

(d) Another acceptable location, e.g., an office located in another state or country

Flexiplace work situations or Teleworking will be in accordance with OPM guidelines, Departmental regulations, currently DR 4080-811-002, FSM 6100, Chapter 6160-6162 and 5 CFR 339. The Employer will provide these documents to employees.

Section 2 The employees "most suitable" to work Flexiplace are those who "can function independently" and have demonstrated "dependability". Employees who have a fully successfully performance rating will be considered for Flexiplace/Telework.

Section 3 Employee participation in the program will be voluntary and subject to management approval.

Section 4 Employees can access information about Flexiplace via the Albuquerque Service Center-Human Capital Management website http://fsweb.asc.fs.fed.us/hcm/HCM_customers/employees.php .

Section 5 Approval of an employee's request to participate in the program is within the discretion of the Agency.

Section 6 The term "medically disabling conditions" for which an employee may request to work "medical Flexiplace" means that the employee meets the definition of "qualified individual with disabilities" under 29 CFR 1614.

Section 7 An employee's medical condition alone will not be ordinarily sufficient for approval of the employee's request to work medical Flexiplace, i.e. the Employer must also determine that there are identifiable benefits to the Agency in the employee's working a medical Flexiplace arrangement.

Section 8 An employee with a temporary medical condition that prevents them from reporting to a duty station will, with the approval of their supervisor, be eligible to participate in Flexiplace/Telework.

Section 9 Upon request the employee will be provided in writing the reason for denial of participation in Flexiplace/Telework.

Section 10 The Union will be notified when Bargaining Unit employees enter into Flexiplace/Telework agreements and when such agreements are terminated.

ARTICLE 46

MISCELLANEOUS AND GENERAL PROVISIONS

Section 1 Forest Service Manuals and Forest Service Handbooks are posted on the Agency website available to all employees. Employer agrees to provide access instructions to the Forest Service Manual and Forest Service Handbook posted on the Monongahela National Forest web page.

Section 2 The Employer agrees to provide training to Union Officials regarding accessing the Employer's policies and electronic sites.

Section 3 Employees will not normally transport Government property in privately owned vehicles without written authorization of the Employer.

Section 4 The Parties agree that every employee has the right to be treated with courtesy and consideration normal in an Employer-Employee relationship.

Section 5 The Employer will not permit employees to use the workplace as a forum for controversial social, moral, or religious issues.

Section 6 Upon request, the Parties shall negotiate personnel practices and working conditions of Bargaining Unit employees affected by inmate work crews.

Section 7 The Employer agrees that when work is questioned as being substandard, it will be reviewed with the responsible employee.

Section 8 The Parties agree to support an active Forest Partnership Council.

Section 9 Job sharing can be done in three different ways: Job sharing, job pairing, and split level. These vary with regard to who is responsible for what part of the job. Under job sharing two people divide one job between them providing full coverage. Each is responsible for his or her percentage of the work. Job pairing occurs when two people share equal responsibility for the total job. Each works half time and provides full time coverage together. Split level occurs when two people of different skill and pay level share a single full time job.

Section 10 Bringing children into the workplace on an occasional or brief basis is not uncommon. The Employee should inform the supervisor and be considerate of others in the workplace. Bringing children or infants into the workplace for longer periods or on a regular basis requires more planning. As a minimum, the proposal should address the following: safety, impact or disruption to other employees, productivity, work evaluation, and scheduling. This option should be selected with great care, since it can have a significant impact on the work environment and co-workers. It should be considered only when no other practical alternatives exist. Co-workers should be in complete accord if it is to be approved. Children may accompany parents during official travel such as training sessions or details. Their presence

should not conflict with the objective of the trip or result in additional expense for the Forest Service.

Section 11 It is understood that deviation from core hours is allowed and may be granted unless work requirements dictate otherwise. Supervisors will document in writing deviations from the core hours.

ARTICLE 47

DURATION AND AMENDMENTS

Section 1 This Agreement shall remain in full force and effect for a period of three years from the date of signing by the Parties unless it is determined that the Union is no longer entitled to exclusive recognition under the Statute. This Agreement shall be renewed automatically for a one-year period if neither Party request renegotiations.

Section 2 Should one of the parties choose not to extend the Agreement but rather renegotiate a new agreement, the following shall apply:

(a) No earlier than 105 nor less than 60 days prior to the scheduled expiration date of this Agreement, the party wishing to renegotiate the Agreement shall inform the other party of its desire to do so.

(b) Both Parties agree that Interest Based Bargaining is an effective method of bargaining and will consider utilization of this method but will not be limited to it.

(c) The party desiring to renegotiate the Agreement (moving party) shall provide two copies of its proposed contract, and ground rules, along with its request to renegotiate to the responding party.

(d) The party receiving the request to renegotiate shall submit counterproposals/proposals to the moving party within 45 days of the receipt of the request to renegotiate.

(e) The parties shall meet to begin ground rules negotiations at a mutually convenient time but within 30 days of the receipt of the counterproposals submitted by the responding party.

Section 3 The parties may reopen the Agreement at any time by mutual consent and to amend when required by changes in law. Before reopening, the party wishing to reopen will submit to the other party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

Section 4 When the renegotiation of this agreement is pending or in the process, and the parties are unable to complete such renegotiation by the termination date of the Agreement as a result of negotiations pending third party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the unit, this Agreement shall be continued until resolution of the dispute or issue.

Section 5 Appendices are a part of this Agreement and any changes will be negotiated in accordance with Article 4 of this Agreement.

In witness thereof, the parties hereto have executed this Agreement this 23rd day of May, 2007.

FOR THE EMPLOYER:

DEBRA J. HOLLER
Chief Negotiator

DOUG ALFKE
Member, Negotiating Team

JOSHUA BIXBY
Member, Negotiating Team

JAY MARTIN
Member, Negotiating Team

JERRI MARR
Member, Negotiating Team

FOR UNION:

MARK BAILEY
Chief Negotiator, NAGE Local R4-88

LOIS J. MAMAK
President, NAGE Local R4-88

AMELIA MULLINS
Member, Negotiating Team

WILLARD CHURCH
Member, Negotiating Team

KIMBERLY BOWLEY
Member, Negotiating Team

APPENDIX NO. 1

MONONGAHELA NATIONAL FOREST
TECHNICIAN SAFETY ADVISORY COMMITTEE CHARTER

(a) The purpose of the Committee is to promote safety in all Forest activities, to seek out concerns of fellow employees regarding safety, to personally observe safety problems, to advise the Forest Safety Team on safety matters and to ensure equitable treatment of employees regarding safety matters.

(b) The Committee will meet quarterly, normally three weeks in advance of the Forest Safety Team meeting. Meetings will normally be scheduled for the last week of November, February, May and August. The Committee and the Forest Safety Team may coordinate deviations from the schedule. Matters needing attention before scheduled meetings should be brought to the attention of the Chairperson.

(c) Committee meetings will be held at various locations throughout the Forest, scheduled in advance. Locations will be at the discretion of the Committee Chairperson in consultation with the Forest Safety Coordinator.

(d) It is recommended that the Committee visit and inspect buildings and work sites during its meetings.

(e) The Committee will provide meeting minutes and recommendations to the Forest Safety Coordinator, in writing, at least one week prior to the Forest Safety Team quarterly meetings.

(f) The Committee is to be composed of seven members, one from each Ranger District and one from the Supervisor's Office.

(g) District Committee members will be selected by vote within each District. If no one wants the membership, the District Ranger makes the selection. If the District Ranger's selection is not agreeable to the Union, another employee will be negotiated. The Supervisor's Office member will be selected by the Forest Safety Coordinator.

(h) The Committee will elect its Chairperson from its membership.

(i) Members will be selected from the technician ranks.

(j) Each member will serve on a fiscal year basis. No member may serve for more than three consecutive years. Each member's participation will be included in the unit's Program of Work.

(k) Committee members are encouraged to communicate with one another between meetings. The Committee Chairperson and Forest Safety Coordinator will maintain current contact.

(l) The Committee may invite and/or request persons or material to be available to the Committee to assist in Committee business.

(m) Committee activities will be monitored for effectiveness in meeting provisions of this charter. Any changes that appear warranted in the charter or committee membership will be subject to negotiation.

This charter has been negotiated by Union and Management as per Article 19 of the Agreement between the Monongahela National Forest and the National Association of Government Employees, Local R4-88.