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Schenck &
L.B.J. JCC

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PREAMBLE

Under the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the Articles of this Agreement by and between the United States Department of Agriculture, Forest Service, Schenck and Lyndon B. Johnson Job Corps Centers, hereinafter referred to as Management, and the American Federation of Government Employees Local #446 hereinafter referred to as the Employees. Management and the Union are collectively referred to as the PARTIES.

The PARTIES recognize the importance of building a constructive and cooperative bilateral relationship which will aid in achieving the mission of the Schenck and LBJ Job Corps Centers. The PARTIES are jointly committed to serving the public interest by promoting good Government. The PARTIES are committed to the use of consensual decision making applied to interest-based problem solving to achieve the effective conduct of public business and the well-being of employees.

The PARTIES understand, accept, and affirm that both the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship will encourage this participation. Toward that end, the PARTIES recognize that many issues are best left for consensual decision making and interest-based problem solving.

Labor Management Cooperation Committees (LMCCs) will be established. The purpose of such committees may be to discuss the administration of this Agreement and other matters of local concern. LMCC will also include procedures promoting better communication between the PARTIES.

The PARTIES understand, accept and affirm that the public interest demands the highest standards of employee performance, the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of Government operations. This Agreement will promote the ease and efficiency of Management's operations. Therefore, the PARTIES are committed to following both the letter and intent of the Articles contained in this Agreement.

This Agreement supercedes any and all prior Agreements and Memoranda of Understanding between the PARTIES and shall be the exclusive document recognized by the PARTIES to this Agreement.

/s/ Rosie Wheeler

ROSIE WHEELER
Center Director
Schenck JCC

August 11, 2003

Date

/s/ Jay D. Marquis

JAY D. MARQUIS
Center Director
LBJ JCC

August 19, 2003

Date

/s/ John B. Roten

JOHN B. ROTEN
President
AFGE Local 446

September 9, 2003

Date

/s/ James L. Everage

JAMES L. EVERAGE
Director
National Field Office
Job Corps

October 1, 2003

Date

United States
Department of
Agriculture

Forest Service

American Federation
Of Government
Employees

NEGOTIATED AGREEMENT

BETWEEN

SCHENCK JOB CORPS CENTER

And

LYNDON B. JOHNSON JOB CORPS CENTER

And

AMERICAN FEDERATION OF GOVERNMENT

EMPLOYEES (AFGE) LOCAL 446

Effective October 27, 2003

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

1. **Recognition:** Management recognizes that the American Federation of Government Employees, AFGE Local #446, is the exclusive representative of all employees in the bargaining units.
2. **Units:** This Agreement is applicable to all professional and non-professional employees of the Schenck and LBJ Job Corps Centers, except management officials, supervisors, and employees engaged in Federal personnel work in other than a purely clerical capacity. Such employees form the bargaining unit, and the Union is the exclusive representative of these employees.

ARTICLE 2

IMPLEMENTATION OF THE AGREEMENT

Within One Hundred and Five (105) days of the approval date of this Agreement, the Parties will meet to discuss the terms and conditions of this Agreement. The Parties may develop necessary working arrangements for various Articles of this Agreement. The Parties may also schedule any necessary training or other mandated activities.

ARTICLE 3

DEFINITIONS

For the purpose of this Agreement, the terms listed below are defined as follows:

1. **Consensus**: Means when all members of a group agree upon a single alternative and each group member can honestly say: "I believe that you understand my point of view and that I understand yours. Whether or not I prefer this decision, I support it because it was reached fairly and openly, and it is the best solution for us at this time."
2. **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.
3. **Emergency Situation**: Means any situation that is temporary in nature and poses sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond Management's reasonable control or ability to anticipate, including issues of national security.
4. **Employee**: Means an individual employed by the Forest Service, Schenck and LBJ Job Corps Centers, who is included in the representative unit.
5. **Interest-Based Problem Solving**: Means a process of resolving problems by mutually identifying issues, interests, options, and standards by which those options are evaluated. The solution is reached by consensus.
6. **Line Unit**: Refers to Schenck and LBJ Job Corps Centers.
7. **Management**: Means all levels of Management to which the Schenck and LBJ Job Corps Centers assigns managerial or supervisory responsibilities. This term is equivalent to employer.
8. **Midterm Negotiations**: Bargaining changes affecting conditions of employment during the life of this Agreement that are not in conflict with this Agreement.
9. **Negotiation**: Means the mutual obligation of the Parties 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 conditions of employment.
10. **Parties**: Means Schenck and LBJ Job Corps Centers and AFGE Local #446 collectively.
11. **Partnership**: Means a joint process whereby the Union and Management work together cooperatively to better achieve Forest Service goals and meet employee interests by identifying and mutually resolving problems and improving their day-to-day working relationships.

12. Service Computation Date: For purposes of seniority in this Agreement, service computation date will be computed on the basis of leave service computation date.
13. Supervisor: Means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority. (5 U.S.C. 7103(a)(10))
14. Union: Means the American Federation of Government Employees Local #446, their Officers, Stewards, and other authorized representatives designated by any of the above.
15. Union Official and/or Union Representative: Means a representative or designee of AFGE Local #446, or the duly elected or appointed Union Representatives of AFGE Local #446, and any accredited National Representative of the American Federation of Government Employees.
16. Work Unit: Refers to the different staff units of Schenck and LBJ Job Corps Centers (e.g., Administration, Independent Living, Vocational Training, Education).

ARTICLE 4

EMPLOYEE RIGHTS AND OBLIGATIONS

1. The Parties agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, assures equal treatment of employees, and maintains high standards of employee performance.
2. Rights:
 - a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided, such rights include the right to—
 - (1) Act for the American Federation of Government Employees Local #446 in the capacity of a representative and the right in that capacity to present the views of the AFGE Local #446 to the Schenck and LBJ Job Corps Center Directors.
 - (2) Engage in collective bargaining with respect to conditions of employment through representatives chosen by employees, and;
 - (3) Invest their money, donate to charity, and participate in similar types of activities freely and without coercion.
 - b. Weingarten Right:
 - (1) An employee has the right (commonly known as the Weingarten Right) to be represented by the Union at any examination of the employee by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.
 - (2) Employees will be provided, during the month of June, notification of the right to have Union representation at any Management initiated investigation that the employee feels may result in disciplinary action. The Forest Service will specifically advise all special agents and employees empowered to conduct an investigative interview, in writing, annually, of the employees' right to request Union representation and their obligation to grant it before continuing. The Union will also advise

all bargaining unit members of their right to Union representation at any other times they determine it necessary. In accordance with Article 7, the Union may have access to Management's internal mail systems including electronic mail for supplementing this notice. In addition, Management will include the annual notification in the employee orientation package and will permanently post the notification on the employee information bulletin boards.

- c. An employee has the right to be represented by the Union at any meeting in which the employee has a complaint concerning conditions of employment.
 - d. An employee may be represented by an attorney or other representative other than the AFGE Local #446, of the employee's own choosing, in any appeal action not under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation.
 - e. When exercising the above rights and other rights under this Agreement, employees will be granted a reasonable amount of official time for initiating, reviewing, preparing, and presenting the grievance.
3. An employee using official time will inform his or her supervisor of the approximate length of time needed and the location where the employee will be. If the employee cannot be released immediately due to work-related reasons pertaining to the mandatory short-term coverage and/or the critical mission of the functional area, the employee will be released as soon as the mandatory work requirement is met or appropriate arrangements are made. Ordinary work load will not preclude the release of the employee. If a delay in releasing an employee involves a situation with a contractual time limit, the time limit will be extended equal to the delay.
 4. This Agreement does not prevent any employee, regardless of employee organization membership, including Union Representatives, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies.
 5. Management will not take reprisal actions against employees for the exercise of any appeal right granted by law, rule, regulation, or this Agreement.

6. Obligations:

- a. 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, in accordance with the following guidelines:

- b. 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 or her mental or physical capacity to perform his or her job.
 - Receive any salary or anything of monetary value from a private source as compensation for his or her Government services.
 - c. An employee may participate without prior approval in the activities of national or state political parties not prohibited by law, or from participating in the affairs of or accepting an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, nonprofit educational and recreational, public service or civic organization.
7. An employee may request reassignment at any time. Management will consider the request and will respond in writing within 30 days, stating the reasons for the decision. When the request is due to conflict with his or her work supervisor and the employee has tried to resolve the conflict, the employee may request the assistance and intervention of higher level Management. Management will intervene, as appropriate, and such intervention may include counseling, training, team building, details, reassignment, or physically separating the employee(s) in conflict for a "cooling off" period, as some of the methods of resolving the conflict.
8. Employees shall be kept informed of rules, regulations, and policies under which they are obligated to work.
9. Employees shall not be given warnings or statements of disapproval, counseled on conduct or unacceptable performance, or given verbal warnings except in a setting that protects confidentiality. In special job related situations involving safety and/or well being of employees, immediate public admonishment is appropriate, e.g., co-worker harassment or safety violations.
10. Records maintained on an employee that are not maintained on a permanent basis will be removed from official files in accordance with the Government's retention schedule unless otherwise specified in this Agreement. The records will be destroyed, or given to the employee upon the employee's request.
11. Employees will have a profile on the electronic communication system. No employee will be penalized for the lack of a profile, e.g., pay benefits, training, or advancement opportunities.
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- a. Management will not access an employee's electronic profile or storage media (including "floppy disks") unless such access is required for internal purposes, e.g., for criminal investigations or where Management has reasonable cause to

believe an employee is violating regulations in their use of the electronic office system.

- b. Management will inform the employee when access is made for urgent, work-related reasons and will access only work-related documents. If the employee requests confirmation in writing, it will be given.
- c. Management will provide general policy information to the Union on all communication tracking hardware/software such as "sniffers" or "filters" that may be used to monitor electronic communication systems for appropriate use or internal purposes as described in Section 11.a. Such policy information will include where and when they are being used or are to be used, how they would be used, the purpose of their use, and the types of employees who will be authorized to use the tracking hardware/software. Bargaining unit employees will be made aware of the subject policy on an annual basis.

ARTICLE 5

UNION RIGHTS AND REPRESENTATION

1. Representation:

- a. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.
 - b. The properly designated officers or representatives of the AFGE Local #446 have the right to represent the employees at Schenck and LBJ Job Corps Centers.
 - c. The President of AFGE Local #446 may authorize the National Office to act on his/her behalf in any dealings with Management. Contact will be made by mail, telephone, or as otherwise mutually agreed.
 - d. For the purpose of administration of this Agreement, Management agrees to recognize representatives of the AFGE National Office in lieu of or in addition to Local officials.
2. 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 and to invoke arbitration. 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 the Agreement. For written grievances, the Union will have access to all written responses upon request. The Union will be given copies of all decisions.
3. Union Representatives: The Union has the right to designate bargaining unit representatives. The designated Union representatives and their designation as points of contact will be given in writing to Center Directors. Management will recognize representatives designated by the Union.
- a. Union representatives will use the most economical efforts to resolve representational matters by use of telephones, mail, or telecommunications whenever practical in accordance with Article 7. Use of Government owned or leased vehicles for such representation will be in accordance with the provisions of Article 7.

b. Recognizing the benefits of having Union representatives, the Parties may make appropriate arrangements for cost-efficient and effective representation. The provisions that follow constitute procedures established for contact purposes only. For representational purposes, the Union retains its right to choose representative(s) and will notify management accordingly:

- (1) The Union will designate one Union representative and at least one alternate for each Center who will be the Union contact for Management concerning conditions of employment at the Schenck and LBJ Job Corps Centers.
- (2) The Union may designate one chief steward for each Center and at least one steward for each Center who will be the Union contact for Management for grievances, formal discussions, and investigative interviews for their designated area. When more than one steward has been designated for each Center, the Union will inform Management as to which steward will be the contact for specific matters. A steward or other representative may be designated for each shift or duty station.

4. **Formal Discussions:** The Union President or designee will be given reasonable notice of, and provided reasonable time to be present at, formal discussions. A formal discussion is any meeting between one or more representatives of the Forest Service and one or more bargaining unit employees concerning any grievance, personnel policy or practice, or other general condition of employment. The Union will be given the opportunity to attend and participate when the Union deems appropriate. Examples of formal discussions include family meetings, Continuous Improvement Process (CIP) or similar meetings, grievance meetings (see Article 8), and orientation meetings (see Article 12).

5. **Official Time and Travel:**

a. All official time shall be correctly coded on the employee's time and attendance record (T&A). Union officials who are Forest Service employees will be granted official time to perform the following representational functions:

- (1) Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.
- (2) Perform general representational and contract administration functions.
- (3) Receive, review, prepare, and present grievances.

- (4) Handle complaints, such as Fair Labor Standards Act, Merit Systems Protection Board, Equal Employment Opportunity Commission, and Government Accounting Office, etc.
 - (5) Prepare for negotiations.
 - (6) Negotiating.
 - (7) Prepare reports required by U.S.C. 7120(c).
 - (8) Contact other Union officers regarding the aforementioned functions.
 - (9) Visit, phoning and writing to elected representatives in support or opposition to pending or desired legislation which would impact working conditions of employees represented by the Union in accordance with conditions set forth in Section 5.f. below.
- b. The Parties agree that administration of this Agreement is of mutual benefit. Therefore, when the Parties agree, less than fulltime employees in off-duty status who are needed to effectively resolve complaints and Labor Management issues will be paid appropriately as mandated by applicable law or case law for the time spent administering this Agreement.
 - c. Travel and per diem will be paid to designated Union officials who are Forest Service 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 7.
 - d. Union Officials who are Forest Service employees will be granted reasonable amounts of official time to perform the representational functions listed in Section 5.a. The actual amount of official time to be used may vary in each situation.
 - e. Union Officials and their supervisors are expected to communicate with each other (on the use of official time or travel) including information about the representation matter (Article 5.5.a), any confidentiality concerns, the approximate length of time needed, and location. This is not intended to be a barrier to releasing a Union Official. Both are encouraged to agree to ongoing arrangements regarding use of official time or travel, including credit hours, which are suitable to their circumstances. The Union will give no less than 24 hours notice if the President or his/her designee requests a meeting with Management.

- f. Only the President of AFGE Local #446 or his/her designee will be permitted a reasonable amount of official time on any given legislative initiative. The designee will be a Forest Service employee.
6. **Release Procedures For Use Of Official Time (for Forest Service employees)**: This is the procedure for release for official time where the Parties (including individual Union representatives and their supervisors) are not mutually agreeable to alternative arrangements on a continuing basis.
- a. If the Union Official 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 Union Official 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 Union Official. Delay of more than one day in release will be given to the Union Official in writing, explaining the reason for the delay. If a delay in releasing a Union Official involves a situation with a contractual time limit, the time limit will be extended equal to the delay.
 - b. When performing representational functions with employees at other worksites, the Union Official will notify the unit head or the immediate supervisor 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.
7. **Working Relations**: The Parties, especially Union representatives and first-line supervisors, are encouraged to meet as necessary to informally discuss and attempt resolution of matters of mutual concern including, but not limited to, employees' concerns or dissatisfactions and problems of Agreement interpretation and administration.
8. **Nonabridgement Clause**: The provisions of this Agreement shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of Management rights set forth in this Agreement through appropriate channels.
9. **Membership Drives**: Upon request and subject to normal security limitations, the Union shall be granted authority to conduct up to two membership drives at any location within a one (1) year period, up to 45 days duration each, before and after duty hours, and at break periods and lunch periods. Upon request, Management shall provide the Union with available, reasonable, and visible space; tables; bulletin boards; and easels for use in such drives. Internal mail distribution facilities shall be made available in accordance with Article 7.

10, Restraint: There shall be no restraint, coercion, or discrimination against any Union Official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act, or applicable regulations.

ARTICLE 6

MANAGEMENT RIGHTS

1. **Government Regulations:** In the administration of all matters covered by this Agreement, the Parties and the employees are governed by existing or future laws.
2. The exercise of Management's rights does not abrogate the Union's rights to negotiate:
 - a. Procedures which Management Officials of the agency will observe in exercising any authority under this Article; or
 - b. Appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106(b) of Chapter 71, title 5 of the U.S. Code (5 U.S.C. 7106(b)(1)) by such Management Officials, nor does it affect grievance rights as established by Article 8.
3. **Reserved Rights:** Management retains the right to:
 - a. Determine the mission, budget, organization, number of employees, and internal security practices of the agency, and
 - b. In accordance with applicable laws—
 - (1) Hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees.
 - (2) Assign work, to make determinations with respect to contracting out, and to determine the personnel by which Management's operations shall be conducted;
 - (3) With respect to filling positions, make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
 - (4) Take whatever actions may be necessary to carry out the agency mission during emergencies.
4. **Permissive Rights – 5 U.S.C. 7106(b)(1):**
 - a. Subject to specific delegations of authority within the Center, negotiations may take place, at the election of the Center Director, 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.

ARTICLE 7

UNION USE OF OFFICIAL FACILITIES AND SERVICES

1. Union Office Space and Equipment:

- a. The Union shall be responsible for the proper use and care of the facilities, services, and equipment provided in this Article.
- b. Upon request, AFGE Local #446 shall be provided reasonable office space and equipment at Schenck and LBJ Job Corps Center suitable to conduct representational functions. Union office space shall be reasonably private and secure to assure confidentiality of records and conversations. Office equipment will include telephone service, telecommunications (electronic communications, fax, etc.) and standard office furniture.
- c. If future concerns over space arise, the PARTIES will sit down and negotiate another area for the Union consistent with the above language.

2. Union Use of Electronic Communication Systems:

- a. Union Officials employed by the Forest Service will be allowed to use electronic communication systems (EC) to communicate with all employees of the Schenck and LBJ Job Corps Centers, and Union members as provided for in this section. Use of EC systems will be consistent with applicable laws and regulations. EC systems are defined as the current and future computer systems, fax and land-line phone systems. Additional EC systems may be furnished by the Forest Service (e.g., pagers, cellular phones, and lap-top computers) subject to negotiations.
- b. Union Officials will be authorized to use EC systems for representational purposes as defined in Article 5.5.a. Such use will be permitted on official time.
- c. Subject to the provisions in Subsections (1) thru (3) below, Union Officials will be authorized the use EC systems for internal Union business for such purposes as information sharing and to prepare/send newsletters. This use may be done provided that such document preparation, distribution and reading is done on nonduty time. All documents that contain internal Union business information will be transmitted with a message such as: "Contains internal Union business information —document has been prepared and distributed on nonduty time. Reading and any subsequent action by the recipient must be done on nonduty time."

- (1) Uses of EC systems for Union membership recruitment drives must be requested in advance and agreed to by the Parties at the appropriate level per Article 5.9.
 - (2) If not prohibited by law or regulation, the use of EC systems for conducting elections of Union Officers, and advocacy;
 - (3) or actual lobbying of Congress on conditions of employment for bargaining unit employees may be permitted subject to negotiation at the appropriate level.
 - (4) Use of the EC systems for representational organizing drives is not authorized.
- d. EC profiles or drawers used by Union Officials shall be confidential. Management will not initiate access of any Union profiles except for internal security investigation or deleting the profile. Prior to deletion, the Union will be notified and be given an opportunity to be present.
- e. The Union agrees to effectively utilize and manage its EC space thru coordination of mailings and archiving or deleting unnecessary files. Electronic bulletin boards or Information Center Services may be set up and used to promote better EC space utilization.

3. Mail Service:

- a. The internal mail distribution service of Management shall be available for reasonable use by the Union.
- b. For representational functions, Management will provide and pay for mail service including the U.S. mail and messenger service operated by the U.S. Postal Service, use the U.S. mail under the indicia and certified mail, as well as any other mail service the agency utilizes. The Union name or the name and title of a Union Officer as well as their address will be placed on the top, left-hand side of the envelope.

4. Bulletin Boards:

- a. Bulletin board space of at least 24 by 36 inches for posting notices and literature, limited to Union use only, will be available at each location where there is an employee information bulletin board. This includes offices, work centers, and other locations where employees are assigned on a permanent basis.
- b. Additional bulletin boards and/or space may be negotiated at the Center Level.

5. **List of Employees:** The Schenck and LBJ Job Corps Centers agree to furnish to the Union, usually not more than quarterly, an up-to-date list of employees in the organizational unit showing name, position, title, Bargaining Unit Status code (BUS), Fair Labor Standards Act code, and official duty station as requested by the Local. Additional information, including home addresses will be furnished upon request on a case-by-case basis in compliance with the Privacy Act and case law.
6. **Publications:** Management agrees to provide to Union Representatives and employees reasonable access to publications such as the Forest Service Manual (FSM), Federal Personnel Manual Handbooks, Position Classification Standards, and other publications available in offices of the Forest Service and on the Forest Service website. Training on the use of web-available information will be provided as appropriate. One set of the FSM's and handbooks dealing with personnel policies and practices and working conditions and related FSM materials will be provided to AFGE Local #446 upon request. When the availability of the above information changes, it is an appropriate subject for impact and implementation bargaining under Article 10.
7. **Government-owned or leased vehicles:** For the purpose of this Agreement:
 - a. Government-owned or leased vehicles may be used by Union officials employed by the Forest Service for Union representational functions for which official time may be used, provided that:
 - (1) A vehicle is available.
 - (2) The Union Representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.
 - (4) A more economical and efficient method of transportation is not available.
 - b. A Union Official employed by the Forest Service may choose to use a privately-owned vehicle instead of a Government-owned or leased vehicle for Union travel as defined in this Agreement. Such travel is advantageous to the Government and the mileage will be paid at the maximum rate unless;
 - (1) A Government vehicle with a seat available is already scheduled to the same destination, or
 - (2) Such payment is deemed not in compliance with the Federal Travel Regulations.

c. Government-owned or leased air and/or water transportation may be used by Union officials employed by the Forest Service for Union representation functions for which official time may be used provided:

- (1) A seat is available at no additional cost.
- (2) The Union Representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.
- (3) A more economical and efficient method of transportation is not available.

ARTICLE 8

GRIEVANCE PROCEDURE

1. **Common Goal:** The purpose of this article is to provide a mutually acceptable method for the prompt resolution of grievances filed by the Parties and/or employees. The Parties agree that 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 the public interest.

2. **Definitions:** Grievance means any complaint:
 - a. By any employee concerning any matter relating to employment of the employee;
 - b. By any labor organization concerning any matter relating to employment of any employee; or
 - c. By any employee, labor organization, or agency concerning—
 - (1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

3. **Exclusions:**
 - a. This grievance procedure does not apply to:
 - (1) Any claimed violation of Title 5, Chapter 73, Subchapter III, relating to prohibited political activities (Hatch Act);
 - (2) Retirement, life insurance, or health insurance;
 - (3) A suspension or removal under 5 U.S.C 7532 (national security reasons);
 - (4) Any examination or certification administered by the Office of Personnel Management;
 - (5) Appointments;
 - (6) The classification of any position that does not result in the reduction in

grade or pay of an employee;

- (7) Reduction-in-Force or furloughs of more than 30 days;
 - (8) Separations during a probationary or trial period. (This exclusion shall be null and void should a change in case law occur that approves or provides for grievances of this nature.)
 - (9) Separation or reduction-in-grade taken against specific employees who have no statutory right to appeal those adverse personnel actions to the Merit Systems Protection Board (MSPB). (This exclusion shall be null and void should a change in case law occur that approves or provides for grievances of this nature.)
 - (10) Bills of Collection issued to employees, which are covered by special process in Article 21, Section 10.
 - (11) Collections from accountable officers (unless case law makes it grievable).
 - (12) Determinations of exempt/nonexempt status and claims for compensation under the Fair Labor Standards Act.
- b. For those matters that are grievable, this procedure shall be the exclusive procedure for the Parties and employees. However, nothing in this section shall prevent employees from exercising the option of appealing adverse actions or actions for unacceptable performance to the MSPB or processing any prohibited personnel practice defined in law through the statutory appeal process, provided that the employee has not filed a grievance in writing on the matter in accordance with this Agreement. In the event MSPB accepts the appeal of an employee who has filed a grievance in writing, the grievance will be cancelled.

4. Resolution:

- a. Most grievances arise from misunderstandings or disputes that can be resolved promptly and satisfactorily on an informal basis. In order to resolve grievances at the lowest level, the participants are encouraged to have open discussions. However, discussions prior to and throughout the grievance process do not extend any time frames unless mutually agreed to in writing.
- b. Management will cancel an employee's grievance at the employee's request, or upon termination of the employee's employment with the Agency, unless personal relief to the employee may be granted after termination of

employment; or upon the death of the employee, unless the grievance involves a question of pay.

5. **Application:** A grievance may be filed by an employee or a group of employees, by the Union, or by Management. Only the Union, or a representative designated by the Union, may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it resolved without representation by the Union provided that the Union will be given an opportunity to be present at all formal discussions in the grievance process. Any resolution must be consistent with the terms of this Agreement. Upon request of either Party, the number of representatives at representational meetings will be equal to the opposite Party. Management will approve additional Union Representatives when reasonably appropriate. The Parties agree to keep the number of Representatives at the meetings to an appropriate minimum.

6. **Employee and Union Procedure:**

- a. Grievances taken in response to a written decision letter notifying the employee of an action under 5 U.S.C. 7512 (Adverse Actions) or 5 U.S.C. 4303 (Unacceptable Performance) must be filed in writing within 30 days of receiving the decision letter as a Step 3 grievance.
- b. **Alternative Dispute Resolution (ADR):** The parties are encouraged to jointly develop optional ADR processes that will facilitate resolution of problems.
- c. **Grievance Prevention:** The early identification and resolution of problems is recognized as an effective way of preventing grievances. Employees should be encouraged to meet as soon as problems develop to avoid having to use the formal grievance process.

7. **Grievance Procedure:**

- a. **Step 1:**

- (1) The complaint will be taken up in writing by the grievant and/or the assigned Union Representative with the Department Head within thirty (30) days unless the grievant could not reasonably be expected to be aware of the incident.
- (2) The written grievance will identify the nature of the grievance, a summary of the issues, and the relief requested. A meeting will be scheduled with the grievant and/or assigned Union Representative within fourteen (14) days to discuss the grievance.

- (3) A written decision will be transmitted to the grievant and Union within twenty-one (21) days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 2.

b. Step 2:

- (1) If the grievant is dissatisfied with the resolution given in Step 1, the grievant may submit the grievance in writing within 21 days after receipt of the decision of the Step 1 grievance to the Center Director.
- (2) The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 2 will include the information required under Step 1 and a copy of any letter or document being grieved.
- (3) A meeting may be held to resolve, discuss, or clarify facts and issues that may impact the decision, when mutually agreed by the Parties. When the meeting would require the Parties or the grievants to leave the Center, telecommunications may be used at the option of either Party.
- (4) After examination of the grievance by the deciding official, a written decision will be transmitted to the grievant and Union within 21 days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 3 along with the name and address of the Step 3 deciding official.

c. Step 3:

- (1) If the grievant is dissatisfied with the decision given in Step 2, the grievant may submit the grievance in writing within 21 days after receipt of the decision of the Step 2 grievance to the National Field Office Director:
- (2) The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 3 will include the information required under Step 1 above and a copy of any letter or document being grieved.
- (3) A meeting may be held to attempt to resolve the grievance when mutually agreed.
- (4) The official listed above shall render a written decision to the grievant and the Union within thirty (30) days of receipt of the Step 3 grievance. This decision shall be the final Agency decision on the grievance. Included with the decision shall be a statement indicating that if the

grievance is not resolved, the Union may refer the matter to arbitration in accordance with Article 9.

- d. If at any step of the grievance procedure it is determined that the Management official does not have the authority to resolve the grievance, the grievant will be informed and the grievance will be forwarded to the proper official. This will fulfill the grievant's obligation to meet the timetable set up in the grievance procedure, but it will not be considered as one of the steps. Any grievances starting at the Step 2 level with the Center Director that are not resolved, may proceed to the final Step 3 level.

8. **Local Management Grievance Procedure:**

- a. Alternative Dispute Resolution: The Parties are encouraged to jointly develop optional ADR processes that will facilitate resolution of problems.
- b. Step 1: The Center Director or Field Office Director will notify the Union President of a potential grievance. This notification must be made within thirty (30) days of the incident that gave rise to the potential grievance unless Management could not reasonably be expected to be aware of the incident by such time. In that case, the notification must be given within thirty (30) days of the date that Management should have become aware of the incident. Within fourteen (14) days, the Parties will meet to discuss the facts surrounding the grievance and will attempt to resolve it. If not resolved, the Union President shall respond in writing to the manager within twenty-one (21) days of the written presentation of the grievance.
- c. Step 2: If not resolved at Step 1, the Center Director or Field Office Director may submit the grievance to the National Office of AFGE within twenty-one (21) days of receipt of the Step 1 decision. The National Office will make a decision in writing to the Manager within twenty-one (21) days of receipt of the Step 2 grievance.
- d. Step 3: In the event satisfactory resolution is not achieved, the Management Official designated to receive the step 2 decision may elect to proceed to arbitration in accordance with the provisions of Article 9.

9. Time Limits: Time limits in this article may be extended by mutual consent of the Parties. Failure of the responding official to meet time limits, shall result in the grievance automatically moving to the next step in the negotiated grievance process.

ARTICLE 9
ARBITRATION

1. Right to Arbitration:

- a. If the decision on a grievance processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to arbitration. The request to refer an issue to arbitration must be in writing, signed by the President of AFGE Local #446, or the appropriate Management Official at Step 2 under Article 8.8, and submitted to the other Party within thirty (30) days following receipt of the decision by the aggrieved Party.
- b. The Party invoking arbitration may opt to postpone the arbitration hearing date if that Party has filed an Unfair Labor Practice charge alleging information relevant to the case has been withheld until the Federal Labor Relations Authority has rendered its decision.

2. Where there are a number of grievances concerning the same issue, the Parties will review the issue and may mutually agree to combine the grievances for a precedential decision by the arbitrator.

3. Selecting the Arbitrator: Unless otherwise mutually agreed, the invoking Party will submit a request within seven (7) days to the Federal Mediation and Conciliation Service (FMCS) and/or the American Arbitration Association (AAA) for a list of seven impartial persons qualified to act as arbitrator. Within fifteen (15) calendar days after receipt of such list, Management and the Union shall confer to select an arbitrator. If the Parties cannot agree on an arbitrator from the list, each Party shall strike one name in turn from the FMCS or AAA list. The determination of which Party shall strike first from the list will be determined by the flip of a coin. After each Party has struck three names from the list, the remaining person shall serve as the arbitrator. If the responding party fails to participate in the selection process, the invoking party will make a selection of the arbitrator from the list.

4. Submission: Each Party shall submit a separate statement to the arbitrator, who shall determine the issue to be heard. The Parties may agree to a joint submission.

5. Fees and Expenses:

- a. The Union and Management agree to equally share all costs of arbitration which include costs of other services the arbitrator deems necessary. If a transcript and recorder are requested by either party, the cost will be borne by that party. If the other party requests a copy, they will pay half (1/2) of the total cost of the transcript. In the financial interest of both parties, arbitrator

lists will be requested on-line.

- b. If a clarification of an arbitrator's decision is necessary, the requesting Party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within thirty (30) days. If jointly requested, the costs will be shared.
- c. The arbitration hearing will be held, if possible, on Management's premises and during the regular day-shift hours. The grievant and any employee called as a witness will be excused from duty to the extent necessary to participate in the official proceedings with pay and travel expenses as authorized in agency travel regulations. Questions raised as to whether a witness is necessary will be resolved by the arbitrator. If travel expenses would be incurred for a witness to attend a hearing, questions raised as to whether the witness is necessary will be resolved by the arbitrator prior to the hearing. An equal number of Union Representatives, employed by the Forest Service, will be entitled to official time, travel, and per diem expenses as there are Management Representatives.
- d. Employee grievant(s) on shifts other than the regular day shift will be temporarily placed on the regular day shift for the duration of the hearing in which they are involved. Both Parties will provide a list of their witnesses no later than four (4) weeks before the actual date of the arbitration. Employee witnesses other than the grievant(s) will be made available for the hearing subject to applicable overtime compensation.

6. Authority:

- a. The arbitrator's authority is limited to the adjudication of issues that were raised in the grievance procedure. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.
- b. The Arbitrator who heard the merits of the case will retain jurisdiction until all issues pertaining to the implementation of the Award have been resolved. The Parties shall use the most economical and efficient method of resolving these issues.

7. Grievability/Arbitrability/Timeliness Threshold Determinations: The arbitrator shall have the authority to make threshold determinations. Threshold questions shall be resolved by the arbitrator prior to the hearing on the merits of the grievance, unless otherwise agreed by the Parties

8. Arbitration Process:

- a. Upon selection of the arbitrator in a particular case, the respective representatives for the Parties will communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The Parties will endeavor to schedule the hearing within 45 days after arbitration is invoked. If the Parties are unable to mutually agree and schedule a hearing date within 45 days, the arbitrator will select a date.
- b. If the arbitrator is not available within the timeframe, the Parties shall agree either to extend the time frame or select a different arbitrator.
- c. The arbitrator will be requested to render the decision and remedy to the Parties as quickly as possible, but, in any event, no later than thirty (30) days after the conclusion of the process as described above unless the Parties otherwise agree.
- d. The arbitrator's decision shall be final and binding, unless an exception is filed with the Federal Labor Relations Authority (FLRA). If no exception is filed, the arbitrator's decision and remedy will be implemented. An exception to the arbitrator's decision may be filed in accordance with FLRA regulations.

9. **Expedited Arbitration:**

- a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- b. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts, and render an on-the-spot decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.
- c. **Summary Judgment:** By mutual agreement, either party may ask the arbitrator to render a summary judgment.

10. **Transcripts:** The cost of a transcript, requested by one Party for its exclusive use and not shared, shall be borne by the requesting Party. If it is mutually agreed to request a transcript, the cost will be borne equally.

11. **Implementation of Arbitration Awards:** Arbitration Awards will be implemented as soon as possible following the final decision. A decision is not considered final until all exceptions, if any, are resolved. To facilitate implementation of the Award, the Arbitrator, who heard the merits of the case, will retain jurisdiction until the Award is implemented.

ARTICLE 10
NEGOTIATIONS

1. Midterm Negotiations:

- a. In the spirit of bilateral relationship, the Parties agree that changing working conditions will create a need for both the Forest Service and the Union to propose midterm negotiations.
- b. If negotiations are requested, the Parties are obligated to meet and communicate in accordance with Section 2 of this Article with respect to the proposed changes to conditions of employment. Management may implement changes in conditions of employment, not in conflict with this Agreement, after the Union Officials have been notified in writing of the changes and given the opportunity to bargain, including conclusion of mediation and impasse procedures.
- c. The Parties strongly encouraged to use the interest-based bargaining approach in lieu of traditional bargaining.
- d. Management agrees that it will not unilaterally implement changes in personnel policy or practices or conditions of employment, except for emergencies or when the date of implementation is required by law.

2. Negotiations Procedure: Negotiation procedures are as follows:

- a. Management will furnish written proposals delineating proposed changes affecting conditions of employment to the Union President. The Union has up to thirty (30) days after receipt of the proposal to request mid-term negotiations by submitting written proposals to Management.
- b. Using the same procedures and time frames, the Union will submit written Union proposals to the appropriate Center Director

3. Time Limits:

When data is requested from the other Party, the time limits will be automatically extended to that equal to the number of days it takes to receive such data. The Parties agree that data requests will be prudent and necessary to respond to the proposal.

4. Ground Rules for Midterm Negotiations:

Union negotiators in numbers equal to the number of Management negotiators will be entitled to official time. Travel and per diem will be paid for the negotiators who are Forest Service employees subject to applicable rule and regulation. Additional ground rules can be established by the Parties prior to negotiations. Such ground rules can include additional negotiators, etc. Negotiations will be by face-to-face meetings, mail or electronic mail as agreed by the Parties.

5. **Printing and Distribution:**

The printing and distribution of all Memoranda of Understanding to Union officials and Management will be the responsibility of Management, unless otherwise agreed.

6. **Disputes and Impasses:**

a. **Disputes:** If Management believes a written Union proposal is nonnegotiable, it will raise the issue of negotiability, in a timely fashion, at the early stages of the negotiation process so that attempts can be made to resolve any negotiability problems. The Union will be provided upon request with a written statement of the rationale for a claim of nonnegotiability. Either Party may submit a negotiability appeal to the FLRA in accordance with applicable regulations.

b. **Impasses:** In the event of an impasse, either Party may invoke mediation, and, if unsuccessful, may request the Federal Services Impasse Panel (FSIP) to consider the matter, or by mutual agreement, may refer the matter to binding arbitration in accordance with Article 9.

7. **Past Practices:** Privileges of employees that by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect unless modified pursuant to negotiations.

ARTICLE 11

PRENOTIFICATION FOR UNFAIR LABOR PRACTICE CHARGE

1. The Parties agree that prior to filing an Unfair Labor Practice (ULP), the charging Party will serve written notice of the alleged ULP Charge on the other Party. If the charged Party requests the opportunity to discuss the issue(s), the Parties will attempt resolution within five (5) working days, unless more time is mutually agreed to.
2. The Parties will have full authority to mutually agree to any procedures necessary for resolution.
3. Amendment of the ULP charges on the same issue will not necessitate a new prenotification of said charges.

ARTICLE 12

ORIENTATION OF EMPLOYEES

1. All new employees shall be informed by Management that the Union is the exclusive representative of bargaining unit employees assigned to the Centers. When the Union supplies Management a Union packet, it will be included in the orientation package for the employees.
2. Representatives of the Union will be granted a period of time to speak at orientation sessions which are held for employees. Such time will normally not exceed one (1) hour, although additional amounts may be negotiated at the local level. The Union will receive a reasonable notice of at least seven (7) days prior to the session(s).
3. Upon request, but not more frequently than biweekly, the local Union will be given a list of all employees added to the bargaining unit for the period requested.
4. Union representatives may, if desired, remain in attendance during all of the orientation session(s) while conditions of employment are discussed.
5. Representatives of the Union will be afforded a period of time, to be mutually agreed upon, to speak at sessions, if any, held at any appropriate level for bargaining unit employees when working conditions or employee rights and benefits will be discussed.

ARTICLE 13

POSITION DESCRIPTION AND CLASSIFICATION

1. **Policy:** Each employee shall have a position description which is accurate as to title, series, and grade, and clearly states major duties that are reflected in performance elements. A position description is deemed to be accurate when the principal duties, knowledge requirements, and supervisory relationships are described, and it covers 80 percent or more of the work situation. All major duties must be covered in the 80 percent or more of the work situation. The term "major duty" means the grouping of tasks that is grade or series controlling, or takes 20 percent or more of an employee's time which the employee requests to be included in the position description. The position description shall be reviewed annually by the employee and work supervisor.
2. **Position Description Review Procedure:** Any employee who feels that he or she is performing duties outside the scope of their position description, or that it is otherwise inaccurate, may make a written request to their immediate supervisor that the position be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described. The position is then to be reviewed and the findings presented to the employee within thirty (30) days of the employee's request for review. In conducting such reviews, the reviewer will consider the employee's written and oral comments. 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 said employee's position. The employee may have Union representation during any discussions related to the review. If the employee is not satisfied with the results of the review, he/she may grieve in accordance with Article 8.
3. **Position Classification Review Procedure:** When the accuracy of a position description has been established and the employee believes it is not properly classified, he/she may request a position classification review or the rights and process for appeal from Management. If the employee requests a position classification review from Management, Management's intent is to make the review within sixty (60) days of the employee's request for review. The 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 EC to the employee no later than ninety (90) days from the date of the employee's request for review. The employee may appeal the results of the position classification review. The employee may use the USDA or the Office of Personnel Management classification appeal procedures. Management shall refrain from temporarily reassigning an employee's work during the position classification review if the sole purpose for reassigning the work is to avoid reclassification of the said employee's position.

4. Noncompetitive Promotions: If a review of a position or position description reveals that there has been an accretion of duties which 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 per Article 15 (Noncompetitive Promotion). 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 promotion will be made retroactive to the date that the reclassification/promotion should have taken effect. The employee will also be informed of his or her right to grieve in accordance with Article 8.

5. New or Revised Position Descriptions:

- a. When an employee is assigned additional major ongoing duties not reflected in his/her position description, Management will revise the position description to reflect the changes in accordance with Section 1 above.
- b. When a new position description has been approved and classified, the supervisor and the employee will review and discuss said position description. The employee may have Union representation at such discussion.
- c. If the Union requests copies of bargaining unit position descriptions they will be provided to the Union on a case by case basis.

ARTICLE 14

PERFORMANCE MANAGEMENT SYSTEM

1. Management and the Union recognize the right and obligation of Management to evaluate the performance of employees in accordance with Chapter 43 of Title 5, United States Code, 5 CFR 430 and other applicable government wide regulations. The Parties agree that the Performance Management Program for the Forest Service is contained in FSH 6109.13 Chapter 10, to be applied in conjunction with the provisions of this Article.
2. The establishment of a performance plan consisting of elements and standards will be a joint planning and communication process between the employee and their supervisor, who is typically the rating official. It is the supervisor's responsibility to ensure that the annual performance plan is documented on the Performance Plan and Appraisal (FS-6100-37) form and signed by both the employee and rating official no later than November 1, or within thirty (30) days after a change of position. Amendments or clarification of performance standards may be made during the rating year, with any amendments to standards noted on the FS-6100-37 along with the initials of the employee and supervisor. The employee's signature or initials means that the performance plan has been discussed with and received by the employee.
3. Performance elements and standards must be consistent with the duties and responsibilities contained in the employee's position description. Generic standards may be used or modified in order to adequately express performance expectations for each element. Supervisors and their employees shall discuss the content and meaning of performance standards at the time they are established or modified, and as necessary, document any clarification to insure they are applied fairly and equitably.
4. Review:
 - a. The rating official will be an individual with administrative authority to appraise the employee and who has direct knowledge of the employee's work performance. Performance rating officials may consider work-related factors beyond the employee's control when evaluating their performance.
 - b. A rating official shall modify his/her expectations for the levels of productivity and timeliness to adjust for time spent on Union activities, in accordance with Article 5, for employees administering this Agreement in addition to their regular duties.
5. All performance elements, with one exception, will be critical. The one non-

critical element will be established in accordance with provisions of the Agency's Performance Management Program.

6. Applications:

- a. The application of the performance standards and elements to employees having the same rating official and like duties and responsibilities will be done in a fair and equitable manner.
 - b. The rating given employees shall be fair and equitable and prepared in accordance with the following:
 - (1) Whereas informal progress reviews should occur between the rating official and employee to discuss key accomplishments, potential performance problems or changes to performance expectations, one formal progress review shall take place during the appraisal period. The progress review with the employee will be done in private, during the mid-point of the appraisal period, but no later than May 1 for those employees who were in the same position at the start of the appraisal period. Documentation of the review will be made on the FS-6100-37.
 - (2) If the rating supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived and at the formal progress review. The rating official will state what he/she will do to assist the employee and suggest ways for the employee to improve the quantity, quality and/or timeliness of work in order to more satisfactorily perform duties at expected levels. If warranted, Management will place employee on a Performance Improvement Plan (PIP) in accordance with Article 20 of this Agreement. The Parties will encourage the employee to communicate with their supervisor in meeting the obligations of the PIP. When such discussions are documented by the rating official, a copy of that documentation will be given to the employee.
 - (3) The rating of record will be documented on the FS-6100-37 and include, to the extent feasible the backup information for the record.
7. The rating period will correspond with the fiscal year (October 1 through September 30), with appraisals and ratings of record given no later than November 1, unless:
- a. The employee has not been in the same position under the same rating official and under an established performance plan for 90 days as of

September 30, or

- b. Is performing under a Performance Improvement Plan.
- c. The employee is in a temporary position whose appointment will expire or will be separated from their current position within 90 days of the end of the rating period.

In such cases, the rating of record will be given within thirty (30) days after the conclusion of the event (i.e., end of the 90 day period, PIP, of separation date of the temporary employee).

- 8. When information meetings on the Performance Management Program (PMP) and the application of this Agreement to the PMP will be conducted for employees, the Union will be given time to speak at the meeting.

9. Withholding a Within-Grade Increase:

- a. Level of competence determinations will be made in accordance with 5 CFR 531, Subpart D and applicable government-wide regulations.
- b. Advancement to the next higher step of the employee's grade shall be automatic when the employee has:
 - (1) Completed the waiting period;
 - (2) not received an equivalent increase during the waiting period;
 - (3) a current summary rating of at least successful.
- c. Prior to withholding a within-grade increase, the employee must be advised in writing that his/her performance must be improved and the employee must be given a reasonable opportunity (normally 60-90 days) to raise the summary rating to the successful level. The written notification will advise the employee of those aspects of performance in which the employee must improve and what the employee must do to be granted the within-grade increase. If the employee's performance does not improve during this period, the employee shall be notified in writing of the reasons for withholding the within-grade increase. The written notification will inform the employee that he/she can request reconsideration of the negative determination, and that the matter is not grievable until after reconsideration.
- d. An employee may request reconsideration of a negative determination by filing, not more than fifteen (15) days after receiving notice of determination, a written response to the negative determination setting forth

the reasons. Management shall reconsider the determination. When a negative determination is sustained after reconsideration, an employee shall be informed in writing of the reasons for the decision and of his/her right to grieve the decision. The grievance will begin at Step 2 within twenty-one (21) days after the employee receives the reconsideration decision letter since the reconsideration decision is considered the equivalent of Step 1. The grievance rights will be described in the reconsideration letter.

- e. The employee may choose to have Union representation in requesting reconsideration and/or filing a grievance.

ARTICLE 15

PROMOTIONS AND DETAILS

1. Management may make selections for vacancies from among a properly ranked and certified list for promotion, or any other appropriate source. The procedures in this article apply to positions within the bargaining units.

2. Vacancy Announcements:

a. All permanent positions to be filled in the bargaining unit shall be advertised internally prior to filling from any appropriate source except for:

(1) Lateral reassignments.

(2) Voluntary demotions, per Article 30.

(3) Demotions for disciplinary, performance reasons or RIF.

(4) Co-op appointments.

(5) Mandated placement such as those:

(a) Ordered by a third party such as MSPB, EEOC or an Arbitrator.

(b) Agreed to in the settlement of a grievance, appeal before MSPB or an EEO complaint

(6) Entry-level clerical and technical, GS-3 and below, and Wage Grade 1 positions. However, Management will publicize the position throughout the Local Management Unit for a minimum of 7 days prior to recruitment closing date. The publication will include title, series, grade, and tour of duty.

(7) Positions where underrepresentation shows a conspicuous absence for that particular occupation, where analysis of workforce statistics shows the internal recruitment pool is not likely to yield an adequate number of diverse applicants.

(8) other positions, where the local Parties mutually agree to an exception.

b. Summaries of job vacancies will be posted on designated employee bulletin boards within the area of consideration. Service-wide announcements shall be open for a minimum of twenty-eight (28) days and less than Service-wide announcements for a minimum of fourteen (14) days. When desirable, the

Parties at the appropriate level may agree to a lesser time. Complete vacancy announcements can be obtained from the servicing Personnel Office or by accessing USA Jobs on the website at: www.usajobs.opm.gov or at www.opm.gov. Vacancy announcements shall contain:

- (1) The announcement number.
- (2) Opening date.
- (3) Closing date.
- (4) Title, series, and grade.
- (5) Tour of duty, if other than permanent full time.
- (6) Organizational location.
- (7) Summary of the duties and responsibilities, including support of fire suppression activities.
- (8) Qualification requirements.
- (9) Selective placement factors.
- (10) The known promotion potential of the position, if any.
- (11) Area of consideration.
- (12) Bargaining unit status.
- (13) Availability of Forest Service-affiliated day care facilities.
- (14) Method of evaluation.
- (15) Application instructions.
- (16) Nondiscrimination statement.
- (17) Availability of Government housing.

- c. 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.
- d. When establishing skills files for the purpose of filling vacancies, Management will negotiate as appropriate in accordance with Article 10. The Parties recognize that the employees working at the Centers may be their best resource. In accordance with the above, Management will make a good faith effort to select employees in-house. This language is not intended to restrict Management rights in accordance with law, rule or regulation.
- e. Qualification requirements and selective placement factors for positions to be filled through merit promotion shall be job related.
- f. Promotion 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.
- g. The Local Union will be notified when a panel, board, team, or group with subject matter expert(s), etc., is meeting and the vacancy is to be filled.

Upon request, when investigating a potential grievance, the designated Local Union Representative will be provided evaluation scores and evaluation factors or criteria.

h. For other than entry-level positions and positions filled through the Merit Promotion Plan, Management will provide the Local Union Representative, notification of the selectee, position, grade, location, and under what authority the position is filled.

i. Promotion Factors:

(1) Determination of factors, methods, and forms to be used in the evaluation, ranking, and selection of candidates shall be in accordance with the Merit Promotion Plan (Forest Service Handbook 6109.12), including agreed-upon amendments.

(2) A copy of supervisory appraisals and any other promotion recommendations will be given to subject employees.

j. Selection: The selecting official is entitled to select from among any of the candidates on a promotion certificate. The selecting official may also elect not to fill the position from the promotion certificate.

k. Non-selected Employee's Rights: An employee's rights for information are as contained in the Forest Service Merit Promotion Plan.

l. The Union may review all documents pertaining to the filling or non-filling of vacancies and, upon request, receive copies of documents subject to the Privacy Act case law as it pertains to sanitizing at the time of the request.

3. Career-Ladder Promotions:

a. Competitive procedures are not applicable for career promotions when competition was documented at an earlier stage. Except as provided below, employees within a career ladder will be promoted to the full performance level as soon as they have met the time-in-grade requirements and have successfully met the requirements of the current and the next higher grade in the areas they have been provided an opportunity to perform. 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. If delays are for reasons other than performance, they will be explained in the advance notice.

- b. However, if the decision not to promote was based on performance, the employee will then be given 60 days to improve to a level warranting promotion. If at the end of 60 days, performance has improved to an acceptable level, the employee will be promoted to the higher grade. If advance notice requirements are not met and performance is found to be acceptable, the promotion will be made retroactive to the date the employee met time-in-grade requirements.
4. **Repromotion Rights:** This section applies for up to 2 years from the date of involuntary demotion. It does not apply to involuntary demotions due to performance or misconduct.
 - a. If Management determines to fill the same position, the involuntarily demoted employee will be offered repromotion to the position or to intervening grades. The employee will retain repromotion rights to the grade level from which demoted. For other vacancies within the commuting area with the same or equal duties for which an involuntarily demoted 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.
 - b. Downgraded employees may apply for repromotion consideration for positions outside the local commuting area at the grade level from which demoted or to intervening grades.
 - c. Offers of positions outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved-grade/saved-pay protections may be declined by the employee and shall not affect the entitlement to saved grade or saved pay. The distance involved in the local commuting area shall be subject to Local negotiations.
5. **Temporary Promotion:** A qualified employee placed in a higher-graded position or assigned to a group of duties that have been properly classified at a higher grade, for thirty (30) consecutive days or more, will be temporarily promoted into that position and paid accordingly. Management will not rotate vacant positions for the sole purpose of avoiding a temporary promotion. Temporary promotions of over one hundred twenty (120) days will be filled through competitive procedures.

6. **Noncompetitive Promotion:** When there has been an accretion of duties and responsibilities to warrant an increase in grade, the employee in the position will be promoted without competition, unless Management eliminates or redistributes the grade-controlling duties, in accordance with Article 13. Management shall refrain from temporarily reassigning an

employee's work during the position classification review if the purpose for reassigning the work is to avoid reclassification of the said employee's position. Accretion of duties occurs when all conditions for accretion as specified in the Merit Promotion Plan have been met.

- a. The employee has been performing the grade-controlling functions for an extended period of time, normally 12 months, and will continue to perform the grade-controlling functions that are in the new position on a regular and recurring basis.
- b. A majority of the key duties of the former position are absorbed into the new position.
- c. Management has not created a higher-graded job as a planned action when the grade-controlling duties do not represent an out-growth of the "old" position and when the "new duties" should have been competed because there were other qualified employees who could have been assigned these grade-controlling duties.
- d. Other positions within the line unit (a functional area supervised directly by a line officer, including ranger district, research project, Job Corps Center, or higher level) are not adversely affected; no other position in that unit could have been assigned these higher graded duties; and the expanded duties are within the scope of the work of the organizational unit on which the accretion occurs.
- e. The new position is not a reclassification from nonsupervisory or nonlead to a supervisory or lead position, when the lead or supervisory duties constitute the sole basis for upgrading the position.

7. Details:

- a. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period, with the employee returning to his or her regular duties at the end of the detail. The employee continues to be the incumbent of the position from which detailed.
- b. Detailers may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or training or absences of personnel. Details will be based on Management needs in the interest of economy and efficient and effective employee utilization. Employees may document details of thirty (30) days or less and have them included in their development folder. Details in excess of thirty (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 thirty (30) days require prior approval of the employment officer. An employee

may be excused from a detail assignment if the assignment would cause undue hardship.

c. For details to bargaining unit positions within the Forest Service, the following mechanism will apply:

- (1) Employees detailed to a higher-graded position will be temporarily promoted in accordance with Section 5 above.
- (2) When Management determines the need for a detailer for over one hundred twenty (120) days, chooses to fill the position noncompetitively, and has determined that there are two (2) or more qualified employees at the same grade level as the detail position, Management will rotate assignments at least every one hundred twenty (120) days unless legitimate job related reasons or travel/perdiem costs require otherwise.
- (3) The rating supervisor of the detail will give the employee an interim rating upon completion of details exceeding ninety (90) days. The rating should be entered into the employee's OPF.

d. The stipulations in Section 7.b above will apply to details to other agencies, except the Forest Service will request an evaluation accompany the employee upon return. The Forest Service rating supervisor will consider it in the employee's annual performance appraisal.

8. **Certification**: Certification in a particular field will not be required as a selective placement factor, unless selection for certification is required by law or a higher level authority.

9. **Noncompetitive Appointment Authority**: Management agrees that the provisions of Government employment programs used to fill positions, other than through competitive procedures (i.e., the Taper Program and the Veterans Readjustment Act) includes technical conditions that must be met by Management. Any appointment made under these authorities must spell out the conditions of the program to which Management will adhere.

ARTICLE 16

AWARDS PROGRAM

1. The Parties agree that the employee suggestion, incentive, and performance Award Programs are beneficial to both Management and the employee. The Awards Program will be administered in accordance with Title 5 Code of Federal Regulations, Parts 451, 430, and 531 (5 CFR Parts 451, 430, and 531) and the USDA Guide for Employee Recognition. 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 a Labor Management Relations Committee and/or Partnership Council to periodically evaluate and review the unit's Awards Program and make recommendations to ensure the administration of the Awards Program is fair, equitable effective, and understandable.
2. **Employee Recognition**: An award is something bestowed or an action taken to recognize and reward individual or team achievement that contributed to meeting organizational goals or improving the efficiency, effectiveness, and economy of the Forest Service operations or is in the public interest. Awards may have the effect of motivating employees to increase their productivity and creativity for the benefit of the agency and its customers. Awards Programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards. All employees will be given an equal opportunity to work at a level sufficient for award eligibility.
3. **Nonmonetary Extra Effort Awards**: Recognition given for a specific outstanding accomplishment, such as a superior contribution on a short-term assignment or project, an act of heroism, scientific achievement, major discovery, or significant cost savings. Types of these awards include time off awards, keepsakes, letters of appreciation, and honorary awards.
4. **Monetary Extra Effort Awards**: Recognition given for a particular accomplishment, such as those defined in Section 2. above. Dollar amounts are determined by the value of benefit and application of the contribution to the Forest Service mission or goals. Nonmonetary awards can be given in conjunction with monetary recognition. Types of these awards include extra effort, spot, gainsharing, invention, and suggestions.
5. **Performance Bonuses**: Monetary recognition given for performing well. Types of these awards include lump-sum performance bonuses and Quality Step Increases.
6. Management will schedule an appropriate award presentation for an employee.

7. Upon request by the Local Union, Management will annually provide a list of awards given by the unit. This will include type of award, monetary amounts, summary of accomplishment, and additional information consistent with the Privacy Act.
8. A peer award program, wherein employees are authorized to recognize coworkers, either monetarily or nonmonetarily, may be established at the appropriate level.
9. Whenever possible, recipients may be allowed a choice in the type of recognition they receive. For example, an employee may be offered the opportunity to select from among several kinds of nonmonetary keepsakes for length-of-service recognition or a time-off award in lieu of a monetary spot award. Once granted, time-off awards can not be converted to a cash payment.
10. Management will make a good faith effort to set aside funds that may be used in anticipation of monetary awards.

ARTICLE 17

WORK SCHEDULES

1. Tours of Duty:

- a. If no other workweek has been established, the standard workweek for full-time employees will consist of five (5) consecutive eight (8) hour days (40 hours per week). Days off will normally be two (2) consecutive days. When Management knows in advance, it will give employees at least ten (10) calendar days written notice before changing tours or shifts, except for emergency or unforeseen situations.
- b. An employee who needs to work a different tour of duty, through consultation with Management and if consistent with the needs of the job, may be assigned to that tour of duty. Management will give consideration to employees' personal needs when changing tours and shifts. Union representation may be requested during said consultations.

2. Maxiflex: A flexible schedule. The employee may vary length of the workweek, as well as the workday daily. The employee may vary the number of hours per day and the number of days per week. The employee must account for at least 80 hours per pay period and core time on 3 workdays per workweek. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.

3. Maxiflex Guidelines:

- a. Recognizing that all Center operations must be adequately staffed, all employees have the right to apply for maxiflex. Management has the authority to disapprove an individual request when the peculiarity of the work requires particular schedules.
 - (1) When an employee requests a particular schedule on a Local Unit and the request is denied, the employee and Local Union will receive a written explanation of the denial. The employee or the Union has the right to grieve the denial in accordance with Article 8.
 - (2) Any modification or changes of maxiflex schedules to meet the work objectives of any unit must be based on the following criteria:
 - (a). Productivity.
 - (b). Level of direct or indirect services furnished to the public.

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

(d). Management will not adjust an employee's AWS for the purpose of avoiding overtime or other premium or extra compensation. In addition, the AWS must be administered fairly and equitably to all members of the Local Unit.

4. **Credit Hours:** Credit hours are defined as hours of work within the tour of duty that are in excess of an employee's basic work requirement. Credit hours used are considered hours worked.

a. A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with maxiflex.

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

c. Employees cannot be forced to earn credit hours. Employees cannot be forced to use credit hours that are within the maximum credit hour carry-over allowable for their tour.

5. **Rest Breaks:** Authorized rest breaks, not to exceed 15 minutes approximately midway through each 4-hour period of the 8-hour workday, will be arranged by the employees with the work supervisor, as needed, so as not to interrupt the work of the organization. Additionally, a 15-minute rest period is authorized within each 4-hour period of overtime worked.

ARTICLE 18

PAY AND PER DIEM

1. Pay:

a. Management agrees to provide accurate and timely reports of time and attendance for pay purposes to the National Finance Center, and to assist any employee who does not receive a paycheck by Friday afternoon following the scheduled payday. Management agrees to follow up with the National Finance Center on lost, stolen, or late paychecks in accordance with National Finance Center procedures.

b. Back Pay: Interest on back pay awards to employees shall be paid in accordance with current law.

c. A temporary wage grade employee temporarily promoted to a higher grade will not lose accumulated time towards their next step increase when returned to the grade from which promoted.

2. Per Diem: Employees in travel status, including employees temporarily detailed to another duty station, will receive the per diem rates established in the Federal Travel Regulations for that geographic area.

3. Travel Vouchers: The Agency will make every effort to process vouchers in a timely manner and resolve Agency caused problems relating to travel claims. Upon the employee's request, Management will provide a letter to the Credit Bureau regarding an employee's negative credit report due to delay in reimbursement of authorized travel expenses through no fault of the employee.

4. Advances: Under normal conditions, Management 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. The amount of the advance is subject to the limitations stated in the FTR 310-10.3b.

5. Reimbursement for Telephone Calls to Home While in Travel Status:

a. Brief station to station telephone calls will be interpreted to mean a telephone call to the employee's local commuting area normally no more than 10 minutes long. Employees are entitled to make one such call per day provided they are in travel status more than one night. Employees shall be reimbursed for phone calls while in travel status for less than two nights if the calls are

related to unforeseen delays in returning or emergency situations. Employees in travel status more than one night may be reimbursed for additional calls related to unforeseen delays or emergency situations arising subsequent to normal calls. If change to law or regulation allows calls while in travel status for one night, or if appropriate Authority rules that two nights are not required for reimbursement of calls, this Agreement will be modified to reflect that change.

- b. There will be no discrimination based on marital status or on the assumption that one class or grouping of employees has any greater or lesser need to call someone in their home community.

6. **Compensatory Time:**

- a. Compensatory time off is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked. Compensatory time may not be granted in lieu of regularly scheduled overtime that is established in a tour of duty, regardless of whether the overtime is scheduled within the 40-hour basic workweek or outside the 40-hour basic workweek, unless the employee is using maxiflex.

- b. **Eligibility:**

- (1) General Schedule employees whose basic rate of pay is equal to or less than the maximum rate of a GS-10 may request compensatory time off in lieu of overtime payment.
- (2) Wage Grade employees may request compensatory time off in lieu of overtime payment.
- (3) Only employees exempt from the Fair Labor Standards Act (FLSA) whose rate of pay exceeds the maximum rate of grade GS-10 may be required to take compensatory time off in lieu of receiving overtime payment.
- (4) For an employee to receive compensatory time off in lieu of paid overtime, the employee must request it in writing.

- 7. **Overtime:** The Parties acknowledge that procedures and appropriate arrangements for assigning overtime may be negotiated in accordance with Article 10 of this Agreement.

ARTICLE 19

LEAVE

1. Annual Leave:

- a. Annual leave shall be earned in accordance with appropriate statutes and regulations. Procedures for scheduling annual leave are subject to negotiation.
- b. An employee whose personal, religious beliefs require the abstention from work during limited periods of time will be granted annual leave (or credit hours, compensatory timeoff, leave without pay (LWOP)) upon request for such periods, unless the presence of the employee is necessary for 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 OPM regulations.
- c. An employee will be granted annual leave or leave without pay (or credit hours, compensatory timeoff) if requested in case of death of a family member. A limited amount of sick leave may also be used (see Section 2.c. below). Management will make every effort to grant annual leave or leave without pay in case of death of other relatives or friends.

2. Sick Leave:

- a. Earned sick leave may be used for medical appointments and for illness of the employee. If there is reasonable indication that sick leave is being abused, the employee shall be informed in writing including special provisions for future leave approval and his or her right to grieve. Abuse of sick leave is not necessarily related to the frequency of sick leave. An explanatory note by the employee when a physician's services were not required will be accepted unless the employee is under valid sick leave restriction, as described above. Advanced sick leave may be approved by the Center Director for serious illness or disability per Forest Service Handbook (FSH) 6109.11, Chapter 20.
- b. Sick leave will also be granted when the employee provides care for a family member as a result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment. The

amount of sick leave that can be used is limited by law and regulation Title 5, Code of Federal Regulations, Section 630.401 (5 CFR 630.401).

- c. Sick leave can also be used to make arrangements necessitated by the death of a family member or attend the funeral of a family member. The amount of sick leave that can be used is limited by law and regulation (5 CFR 630.401).
- d. The use of sick leave is appropriate when the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
- e. Employees can use sick leave when they must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- f. Employees can use up to seven (7) days of paid administrative leave in a calendar year (in addition to sick or annual leave) to serve as a bone marrow donor or thirty (30) days paid administrative leave for organ donation.
- g. For annual and sick leave, the definition of family member means the following relatives of the employee:
 - (1) spouse, and parents thereof;
 - (2) children, including adopted children and spouses thereof;
 - (3) parents;
 - (4) brothers and sisters, and spouses thereof; and
 - (5) any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

3. Maternity and Paternity Leave (also see Section 4. Family and Medical Leave):

- a. An employee who is pregnant will be allowed to work as long as she and her doctors feel is wise, prior to delivery of the child. Reasonable amounts of maternity leave in the form of sick leave, annual leave, and leave without pay will be granted prior to, during, and, for a reasonable period, after delivery, as specified by a doctor. The employee shall be returned to her position at the end of maternity leave. Requests for part-time work and/or job sharing will be considered on a short-term or long-term basis. The employee may be assigned to light duty or another position prior to maternity leave if her regular position is considered inappropriate by her doctor.
- b. A male employee who has provided the Forest Service with ninety (90) calendar days advance notice may be absent on annual leave or leave without pay for up to 30 consecutive days to aid or assist in the care of his wife or his

minor children in relation to his wife's confinement for maternity reasons. Extended needs may be granted on a case-by-case basis up to 90 days. Annual leave or leave without pay for these purposes may also be granted when the 90-day notice has not been given. Requests for part-time work and/or job sharing will be considered on a short-term or long-term basis.

- c. Parents may request "work at home" or "child at work" arrangements in lieu of or in addition to Subsections a. and b. above for up to 1 year.
- d. This section also applies to adopting parents.

4. Family and Medical Leave:

- a. By reference, the provisions of the Family and Medical Leave Act and the policies of its implementing regulations are incorporated into this Agreement. Key components of the act are contained in Section 2., Sick Leave, and this Section.
- b. Eligible employees are entitled to a total of 12 administrative workweeks of unpaid leave during any 12-month period for one or more of the following reasons.
 - (1) The birth of a son or daughter of the employee and the care of such son or daughter.
 - (2) The placement of a child with the employee for adoption or foster care.
 - (3) The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - (4) A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.
- c. An employee may elect to substitute paid time off for any or all of the period of leave taken as provided for in 5 CFR 630.1201.

5. Military Leave:

- a. Employees with permanent, taper, term, or temporary (not limited to 1 year or less) appointments, who have a scheduled tour, and who are members of the National Guard or Reserves may be granted 15 days of military leave per fiscal year. This can be used for active duty or training. Unused military leave may be carried over to the following fiscal year but may never exceed 30 days in any single fiscal year.

- b. If an employee is called on duty as a member of the National Guard or the Reserves and has used all his or her military leave, he or she may be granted leave without pay upon request or may be granted annual leave if he or she desires. Use of alternate work schedule for military duty may be negotiated.

6. Administrative Leave or Excused Absence:

- a. Administrative leave may be granted to employees for participation in activities in accordance with OPM guidance and agency regulations on a case by case basis.
- b. Administrative leave may be granted when normal Center operations are curtailed due to circumstances beyond Management's control for short periods of time when approved by the Center Director. Instances involving unusual snowstorms, floods, excessive heat, lack of heat or electricity, breakdown of equipment, national security concerns, and similar events may be covered by this type of administrative leave. Procedures for implementing hazardous weather or other group dismissal policies will be negotiated upon request by the Local Union.
- c. Supervisors have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employees. Each case shall be considered on its merits.
- d. Administrative leave of 3 hours shall be allowed to attend the funeral of a coworker killed in the line of duty.

7. Care Center Visitations: Annual leave or leave without pay will be approved to allow a parent or guardian the opportunity to visit and analyze the day-care, classroom, or elderly-care facility of a dependent. The amount of leave authorized will be appropriate to the situation.

8. Leave Without Pay:

- a. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. Employees may also be granted leave without pay upon request if they have leave to their credit, but, for valid reasons, choose not to take it. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, examination or absence from duty in connection with their disability, and to reservists and National Guard personnel for military duties. Leave without pay may also be granted on an extended basis for educational purposes and while awaiting action on a retirement or Office of Workers' Compensation Programs (OWCP) claim.

- b. The possibility of granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and may be granted where possible in accordance with FSH 6109.11, Chapter 20.

9. Court Leave:

- a. Employees who are called for jury duty shall be granted court leave and shall submit jury duty pay to the Forest Service, except the employee may retain payment received for expenses. In every instance, the employees should fulfill the citizenship responsibilities of jury duty. Management may, if jury duty will substantially interfere with the program of work, petition the court to excuse the employee.
- b. Employees summoned to appear in a nonofficial capacity as witnesses in judicial proceedings involving the U.S. Government, the Government of the District of Columbia, or a State or local government on behalf of a party are authorized to receive pay without charge to leave. Employees summoned in cases involving only private parties may request annual leave or leave without pay.

10. Holiday Leave: In areas where seven (7) days a week staffing is necessary, scheduling the use of holiday leave shall be fair and equitable. The procedure used will be on an annual calendar year rotation basis and a roster will be posted to that effect.

11. Leave Share Program: The purpose of the Leave Share Program is to allow employees to voluntarily transfer unused accrued annual leave to an approved leave recipient. This program will be administered as provided for in 5 CFR 630.901, and Forest Service policy.

ARTICLE 20

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

1. Consistent with Chapter 43 of Title 5 of the United States Code, action for unacceptable performance will be handled in the following manner:
 - a. Performance Improvement Period (PIP): Prior to initiating an action to remove or downgrade an employee, the employee must be given in writing:
 - (1) Notice of unacceptable performance in one or more critical elements of the employee's performance standards and at least sixty (60) days to bring performance to an acceptable level. During the improvement period, the employee will be given the opportunity to work on those portions of the job that are unacceptable, but not to the exclusion of other work assignments. A longer period may be warranted depending on the nature of the employee's position and the performance deficiency involved. The supervisor will ensure that the employee receives adequate worktime in order to improve the area that has been declared unacceptable. The purpose of the PIP is to assist the employee in improving their performance to the fully successful level.
 - (2) Information as to how the supervisor will assist the employee in that effort.
 - (3) Information as to what the employee must do to bring performance to acceptable level in that period.
 - (4) A reevaluation of the employee's performance biweekly for the period.
 - (5) The specific time frame that the improvement period will be in effect.
 - (6) Normally within fourteen (14) days after the end of the performance improvement period, the employee will be notified in writing whether the employee's performance is at least at the minimally acceptable or unacceptable level.
 - (7) If the determination is that the employee's performance is unacceptable, Management may reassign the employee upon written notice that includes a statement of grievance rights or, as set forth in Subsections b. and c. below, propose to remove or demote the employee.
 - b. Notice of Proposed Action: An employee whose reduction-in-grade or removal is proposed is entitled to at least thirty (30) days advance written notice which informs the employee of:

- (1) of the nature of the proposed action;
- (2) of the specific instances of unacceptable performance by the employee on which the proposed action is based;
- (3) of the critical elements of the employee's position involved in each instance of unacceptable performance
- (4) the time to reply;
- (5) the right to be represented by an AFGE Representative, an attorney or other representative;
- (6) the right to make an oral and/or written reply and to receive a written decision with appeal rights.

c. Decision: After full consideration of the case, where warranted, and with just cause, Management will remove or demote the employee. The decision will be concurred with by an official who is in a higher position than the official who proposed the action.

2. The decision letter to an employee stating that action under this Article will be taken will inform the employee of the option to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and will inform 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 procedures. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedure and the MSPB appeals procedure.
3. If the employee is the subject of an action based on unacceptable performance related to a disability, and the employee is eligible, files for disability retirement and Management recommends approval, the Forest Service will delay the action to allow a determination to be made concerning the disability retirement. When an application for disability retirement of an employee is approved, the employee, at his or her option, may use any available sick leave.
4. Stay of Action: The effective date of the action will be stayed 10 days from the date of the decision letter.

ARTICLE 21

DISCIPLINE AND ADVERSE ACTIONS

1. **General:** Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations that could lead to disciplinary action. As a courtesy, Management may notify the Union President or designee that an employee has received a disciplinary or adverse action.

2. **Alternative Discipline:**
 - a. The Forest Service encourages the use of Alternative Discipline whenever appropriate. Alternative Discipline provides an opportunity to better manage caseloads, reduce administrative costs, and rehabilitate employees for productive Government service.

 - b. Alternative Discipline agreements will promote the efficiency of the service and may contain nontraditional penalties such as community service, donation of annual leave to the leave transfer program, use of leave without pay instead of suspensions, or combinations of these or other agreed-to alternatives.

 - c. The option to enter into an Alternative Discipline agreement is voluntary on the part of the employee. When offered an Alternative Discipline agreement, the employee will be informed in writing that they may discuss the Alternative Discipline agreement with a Union Representative before signing.

3. **Traditional Discipline:**
 - a. Discipline is defined for the purposes of this section as any action taken against an employee that results in a letter of reprimand, suspension without pay, reduction in pay or grade, or removal from the Forest Service, except for performance actions taken under Article 20 of this Agreement.

 - b. Disciplinary actions against employees must be based on just cause, consistent with applicable laws and regulations and be fair and equitable.

 - c. The Union and Management agree that the objectives of discipline measures are to prevent the recurrence of misconduct, to correct employee behavior, to maintain morale among other employees, and to apply appropriate penalties.

 - d. Relevant factors (Douglas Factors) to be considered by Management in setting penalties for major adverse actions listed in Section 5 include:

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

4. **Inquiry:**

- a. Prior to issuing a letter of reprimand or a notice of proposed disciplinary action, the official issuing the letter or notice, or his or her designee, shall undertake a preliminary inquiry to obtain pertinent facts relating to the

disciplinary situation. The inquiry, where appropriate, will include a discussion with the affected employee.

- b. The employee may, in accordance with Article 4.2.b., be represented by the Union. Employees of the unit are entitled to Union representation at all discussions and upon request must be given an opportunity to secure a representative. If involved in a discussion with Management or an Agency Investigator, the employee may terminate the discussion and be allowed adequate time to secure a Representative. Once management has been notified that the Union is representing the employee(s) in reference to a specific matter, Management will notify the Representative of any additional meetings with the employee(s) relevant to that matter. This notification will allow reasonable time for the Representative to attend the meeting(s). A copy of any correspondence to the employee from Management will be sent to the Union Representative at the same time as it is sent to the employee.
- c. When Management becomes aware of misconduct by an employee, the employee will be contacted immediately and instructed to discontinue the misconduct. When disciplinary action is initiated, it will be within a reasonable time period after the incident in question, or after Management knew or reasonably should have known of the incident. The two conditions stated above, and those in section 4.b., do not apply when an investigation is in process involving illegal activity, which could result in charges of felonies or misdemeanors under the law. Management will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.

5. Procedures:

a. Letter(s) of Reprimand:

(1) Letter(s) of reprimand will be clearly titled, and sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of his or her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder (OPF) for a period of one (1) year. At the time it is removed from the OPF, it will be returned to the employee in a confidential manner.

(2) Employees will be made aware in the letter of reprimand that another copy will be retained in the agency's official disciplinary case file in accordance with the Records Management Handbook. Employees will be afforded access to any closed disciplinary files pertaining to the employee.

b. Provisions Common to All Disciplinary Cases Taken Under 5 CFR 752:

(1) In the event an employee is issued a notice of proposed disciplinary action, that employee must be afforded and made aware of all the rights and privileges due him or her and shall be given the opportunity to review the evidence that supports the charges.

(2) The employee and/or representative will be granted a reasonable amount of official time to prepare an answer to any proposal. Arrangements for use of such time will be made in accordance with the provisions of Articles 4 and 5.

(3) Time limits for the employee's response may be extended upon written request.

c. Suspension of 14 Days or Less: In addition to Section 5.b. above, the following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed one (1) year of current continuous employment in the same or similar positions under other than a temporary appointment limited to 1 year or less. Such an employee is entitled to:

(1) At least 7 days advanced written notice stating the specific reasons for the proposed suspension;

(2) fourteen (14) calendar days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(3) be represented by an AFGE Representative or another Representative approved by AFGE;

(4) A written decision and the specific reasons, therefore, at the earliest practicable date;

(5) grieve the decision, if adverse, through the negotiated grievance procedure contained in Article 8. The written decision shall advise the employee of this right. If the employee chooses to use the negotiated grievance procedure, he or she must represent himself or herself or be represented by the Union.

d. Removal, Suspension for More than 14 Days, Furlough Without Pay for 30 Days or Less, or Reduction in Pay or Grade: In addition to Section 5.b. above, the following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment, or who has completed 1 year of current continuous employment under other than a temporary appointment limited to 1 year or less; and a preference eligible in the excepted service who has completed 1 year of current

continuous service in the same or similar positions. Such an employee is entitled to:

- (1) At least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- (2) a reasonable time, never less than fourteen (14) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- (3) may be represented by a AFGE representative or a representative of their own choosing;
- (4) a written decision and the specific reasons, therefore, at the earliest practicable date; and
- (5) the decision letter will inform the employee of his or her option to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and will inform 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.

6. **Action by the Deciding Official:**

a. After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall decide:

- (1) To withdraw the proposed action,
- (2) To institute a lesser action; or
- (3) To institute the proposed action.

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

8. **Stay of Action:** The effective date of suspension action will be stayed ten (10) days from the date of the decision letter.

9. **Last Chance Agreements:** In accordance with Forest Service policy, Last Chance Agreements may be implemented on a case by case basis.

10. Government Incurred Debt Collections:

- a. In matters involving both possible disciplinary action and fiscal liability for which a Bill for Collection may be issued, any disciplinary action will be decided prior to issuance of the Bill for Collection. If fiscal liability is pending, the letter proposing disciplinary action will so state.
- b. In cases involving gross negligence, the letter proposing disciplinary action will contain notification explaining the reasons, charges of negligence determination, subsequent discipline, and the right to Union representation.
- c. A Notice of Intent to Offset Salary and a Bill for Collection establishing the dollar amount of the liability will be issued to the employee thirty (30) days in advance of collection action being initiated. The Notice of Intent will inform the employee of the nature and amount of the indebtedness; the intention of the Forest Service to collect the debt through deductions from pay; amount of installments for repayment, if any; and an explanation of the rights of the employee under the Debt Collection Act of 1982 (5 U.S.C. 5514), including the right to a hearing on the existence and amount of the debt and that a timely filing of a petition for hearing will stay the collection proceedings. This constitutes the employee's grievance/appeals procedures.
- d. Notwithstanding the terms of this section, the issuance of a Bill for Collection will not be delayed if the delay would jeopardize the ability of the Government to collect any monies due it.
- e. The Forest Service will consider waiving collection of employee debts in accordance with 4 CFR 104.3, and the regulations governing overpayment of pay based on fairness and equity.

11. Termination of Probationary/Trial Employees:

- a. The Parties recognize that the probationary/trial period is an extension of the examining process.
- b. Terminations of probationary/trial employees for conduct or performance reasons will take place only when reasonable doubt exists as to the appropriateness of continued employment. Employees will have an opportunity to demonstrate their performance and conduct for continued employment to the fullest extent possible during their probationary period. If a decision is made to terminate an employee during the probationary period, a written notice will be issued to the employee containing the reasons for the action and its effective date. The reasons will include any agency conclusions on performance and/or conduct deficiencies.

- c. Discipline of probationary/trial employees will follow the same procedure, above, except the employee will be advised in writing of his or her right to grieve the decision, according to Article 8.

12. Termination and Discipline of Temporary Employees:

- a. The provisions of this section do not apply to termination due to lack of work, funds, or expiration of appointment.
- b. If performance is not satisfactory, the employee will be notified, in writing, of the reasons he or she will be terminated within seven (7) days unless he or she brings his or her performance up to a satisfactory level. Notice of termination for misconduct will be issued at least seven (7) days in advance, except for cases where the employee is being terminated for a crime for which imprisonment could be imposed or in cases where the employee is guilty of substance abuse or a threat to others. If the termination will also result in loss of rehire eligibility, a statement to that effect will be included in the termination notice.
- c. A notice of termination or discipline will be provided to the employee in writing and will contain the reasons for the action including notice of loss of rehire eligibility and will also advise the employee of his/her applicable grievance rights.

13. Cautionary Situations: Letters of warning (any letter that addresses a performance or conduct problem with the exception of Letters of Reprimand) will state the specific reasons that gave rise to the letter. When an employee has been recorded as absent without leave (AWOL), the employee will be so notified in writing. The above notices will inform the employees of their grievance rights. A letter of warning may be retained by the initiating supervisor in a confidential nonpermanent file. The original shall be given to the employee to whom it is directed. After one year the letter of warning will be removed from the employee's nonpermanent file. After the one year period the letter of warning may not be used as evidence for further disciplinary action nor be used in any application for promotional advancement.

ARTICLE 22

TEMPORARY/TERM EMPLOYEES

1. The provisions of this article do not apply to termination or expiration of appointment, due to lack of work or a lack of funds. When a temporary employee is hired, he or she will be provided appropriate information on rehire eligibility. Rehire eligibility is eligibility for a noncompetitive appointment. The determination to appoint rehire eligibles will be made by Management according to the qualifications and suitability required by the positions.
2. Temporary employees, who have been selected competitively and successfully completed their tour of duty, will be eligible for rehire the next season without further competition in accordance with the provisions of the applicable authority. Rehire eligibility will remain in effect for up to 3 years from the date of separation from the appointment on which eligibility is based.
3. Those temporary employees not covered by the Performance Management System (PMS) (Article 14 and Title 5, Code of Federal Regulations, Part 430 (5 CFR Part 430)) with at least successful performance, whether documented or not on a performance rating, will be eligible for performance awards per Article 16.
4. When the Forest Service rehires a temporary employee, the employee may be rehired to any position with the same series, grade, and qualification requirements as the original appointment and on the same Center. Employees will be given a copy of the SF-50 to document the rehire action.
5. The Forest Service will observe the time limitations for temporary employment in positions and successor positions. Successor positions for temporary positions are as defined in 5 CFR 213.104(b) and 5 CFR 316.401(c). When considering whether a position may be refilled or not, the time limits in the regulations apply to the same or successor positions on the same Center.
6. Where required by Article 14, Management will provide the employee a performance appraisal at least seven (7) days prior to termination and will discuss whether the rating will affect chances of rehire. In conjunction with the appraisal, the employee will be advised of his or her right to grieve the rating. For notices of termination for misconduct, refer to Article 21.
7. When filling permanent positions from external sources, the units will give consideration, in accordance with applicable law, to qualified temporary employees who apply for said positions.
8. 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. This will give them the opportunity to apply for other Forest Service positions for which they have no rehire eligibility and be considered based on their qualifications. The list of temporary employees who have completed a successful season and have expressed an interest in rehire will be provided to the Union upon request.

9. Temporary and Term employees who have an initial appointment of at least 1 year will be advised in writing of any eligibility for the Federal Employees Health Benefit Program.
10. Competitive temporary recruitment notices for bargaining unit positions will be publicized on the Local Unit where the vacancy exists for a minimum of seven (7) working days prior to closing date. These may be in an abbreviated format stating title, series, grade, length of appointment, duty station, and opening and closing dates.
11. Separation or Reduction in Grade:
 - a. In addition to the rights set forth in Article 21, temporary employees may seek reconsideration of the separation or reduction in grade based upon misconduct or poor performance by submitting the request in writing to the Center Director.
 - b. The appeal shall be submitted within five (5) days of the effective date of the adverse action. The appropriate Management Official shall provide a copy of the request to the Union within two (2) days of receipt.
 - c. Upon the employee's request, a meeting shall be convened to consider information provided by the employee in support of his or her reconsideration request. The appropriate official will reconsider the action and reply to the employee within seven (7) days of receipt of the reconsideration request or meeting, whichever is later. This decision will be final. The employee shall have the right to Union representation throughout this procedure.
 - d. The reviewing official will order appropriate remedial action if the adverse action was unwarranted. Participants in this process will be granted reasonable official time.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY

1. Equal Opportunity:

- a. Management and the Union will cooperate in providing equal opportunity for employment, training, and promotion and will not discriminate because of age, race, gender, religion, color, national origin, sexual orientation, marital or familial status, disability, lawful political affiliation, or other non-merit factors. The Parties agree to cooperate in providing equal opportunity for all employees in the implementation of Forest Service and Union programs.
- b. Each Party agrees to advise the other of equal opportunity problems of which they are aware. The Parties will jointly seek solutions to such problems. The Union President and the Center Directors will meet at least annually or as deemed necessary by either party to discuss measures being taken in this area. This program will be administered in accordance with all applicable laws, regulations, and policies.

2. Civil Rights Advisory Committees:

If the Center does not have a functioning Civil Rights Advisory Committee, the Union will be afforded the opportunity for pre-decisional involvement in dealing with EEO issues likely to affect bargaining unit employees. Use of the LMCC for this purpose is encouraged.

3. The Parties recognize the need to share EEO complaint and dispute resolution program information between the Washington Office-Civil Rights (WO-CR) staff, the Job Corps Field Office, the Union and bargaining unit employees. Toward that end:
 - a. EEO Counselor/Mediator contact information will be posted at all duty locations and kept current.
 - b. A copy of the AFGE Agreement along with the names, addresses, and telephone numbers of AFGE Local #446 President and officers will be provided to the Forest Service EEO Counselors/Mediators in the Atlanta Service Center.
 - c. Management and the Union will jointly develop an information sheet describing options available to the employee for resolving EEO complaints. When developed, this sheet will be distributed to all bargaining unit employees.

- d. At the discretion of the Union, the President or designee may appoint a representative to address an EEO complaint in the EEO process. The affected employee may choose any representative at their discretion.
4. Employees or officials actively contributing to the advancement of EEO practices may be recognized for their actions. The Union may nominate such persons for recognition.
5. The Union will be given an opportunity to negotiate on new or revised EEO Plans, insofar as may be appropriate under the Act.
6. **Workforce Diversity**: The Union will encourage the goal of becoming a multicultural organization with a diverse workforce.
7. **Information and Data**: Subject to the provisions of the Privacy Act and Labor Statute, management agrees to furnish NFC generated EEO Workforce Data to the Union upon request, such as:
 - a. Workforce Profile by grade level according to gender and race. Should age and disability information become available, it too shall be included.
 - b. Workforce Profile by selected occupations according to age, gender, race, and disability.
 - c. Promotion trend data for selected positions according to the above criteria.
 - d. Outside hiring statistics for selected positions according to the above criteria.

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. General:

- a. The Forest Service shall maintain an employee assistance program meeting the requirements of applicable laws, regulations, and guidelines found in Public Laws 91-616 and 92-255. The Union and Management shall discuss and negotiate any Management-proposed changes or recommendations relative to the program for employees with medical/ behavioral problems. The program will be consistent with the provisions of the Forest Service Manual, Title 6143.
- b. 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.
- c. An employee may bring a Union Representative to any discussion in connection with this Article.
- d. Management will publicize the Employee Assistance Program on official bulletin boards, in orientation of new employees, and in EAP Program updates in Electronic Communications System (EC).

2. Policy:

- a. The Parties acknowledge that the employee has the primary responsibility to maintain acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, Management will provide assistance, create an atmosphere of understanding and attempt to remove the effects of social stigma associated with the problem.
- b. Management will attempt to provide employees with the appropriate assistance to overcome problems that contribute to poor performance or conduct.
- c. It is a basic function of a supervisor to identify poor job performance and to take corrective action.
- d. Management recognizes alcoholism, other drug dependencies, and mental illness as illnesses. Employees who have these illnesses will receive the same careful consideration and respect as employees who have other illnesses. The same consideration will be given to employees who have other

personal problems that contribute to poor performance or conduct. Employees who may be impacted by other employees or family members with these illnesses will receive the same careful consideration and respect.

- e. Diagnosis and treatment should be accomplished by referral of employees to outside professional treatment and assistance sources.

3. **Responsibilities and Guidelines:**

- a. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his or her job performance, the supervisor will discuss the apparent difficulties with the employee.
- b. If the employee is unable to correct his or her job performance difficulties through his or her own efforts, Management will refer the employee to the Employee Assistance Program.
- c. The focus of corrective discussions by supervisors is restricted to the issue of job performance or conduct and the possible job-related consequences.
- d. Conduct that has medical aspects, such as conduct that evidences emotional disorder, impaired judgment, or alcohol or drug abuse, will be addressed as medical problems in an effort to provide rehabilitation to the employee. An employee who refuses professional help or is unable to improve his or her performance or conduct with the assistance of a medical rehabilitation program may be subject to disciplinary action or separation.
- e. Supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for recovery time of an employee.
- f. Participation in the program shall not jeopardize an employee's job security or his or her opportunity to compete for promotion.
- g. Sick leave is an appropriate form of leave for treatment or counseling sessions.
- h. The program advisor shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems. Such listing shall include, when known, the cost of such services and eligibility requirements.
- i. In most circumstances, a disciplinary action may be held in abeyance if the employee enters an appropriate rehabilitation program, permits the counselor to report to Management on the employee's attendance in the program, and is making observable progress in conduct and/or performance on the job.

4. Confidentiality: The confidential nature of records of employees with medical/behavioral problems shall be maintained. No release of information will be made by any Party without the employee's written consent.

- a. Only at the discretion of the employee can the Union be informed of said employee's desire to seek assistance. However, the Center Director or their designee should feel free to contact the Union in order to apprise the Union of the need to avoid potential problems.
- b. If and when deemed appropriate the Center will assist the employee in applying for disability retirement in accordance with law, rule or regulation.

ARTICLE 25

SAFETY AND HEALTH

1. **General:** The Parties mutually agree to cooperate in common efforts to create and maintain a safe and healthy workplace and safe and healthy working habits and conditions to minimize accidents, and prevent lost worktime due to illness or injury. A safety and health program will be administered in accordance with Forest Service Manual (FSM) FSM 6700 and Executive Order 12196. Employees involved in activities or representation pursuant to this article shall receive official time for such activities.
2. **Workplace Security:** Workplace facilities occupied on a regular basis will have a written workplace security plan developed jointly by the Parties. Each plan, notwithstanding national direction on workplace security, will be developed to meet Local situations but, as a minimum, must address the following:
 - a. Occupant emergency plans.
 - b. Security of buildings and surrounding areas, such as parking lots.
 - c. Workplace violence.
3. **Safety and Health Inspections:** Management will conduct an annual safety and health inspection by qualified personnel of Forest Service facilities that are regularly used. The Union President will be notified and a Union representative will be given an opportunity to accompany the inspector. Management agrees to provide, or make available, to the Union, upon request, appropriate reports of safety inspections, accidents, and of occupational illnesses. All first aid kits will be part of this inspection and their contents shall be updated to published agency standards.
4. **Local Safety and Health Programs:** The Local Parties may agree through negotiations to establish safety and health programs, such as:
 - a. Health services.
 - b. Preventive medicine, wellness programs.
 - c. Smoking policies.
5. **Safety and Health Committees:**
 - a. The Local Parties may establish, through negotiations, Center Safety and Health Committees to review local health and safety programs and formulate

recommendations regarding ongoing problems and useful improvements.
The following arrangements shall be negotiated:

- (1) Size and composition of the committee, including Union representation.
- (2) Frequency and scheduling of committee meetings.
- (3) Selection of committee chair (by rotation, election, or appointment).
- (4) Publicizing of meetings and distribution or posting of agendas.

b. Further details may be negotiated by the Local Parties.

6. Health and Safety Policies:

- a. Management will, to the extent feasible, provide safe and sanitary working conditions and equipment, in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, Management shall post notices informing employees of the protections and obligations provided for in the OSHA.
- b. The Parties agree to meet annually to review a safety and health program and to make recommendations. This meeting may be combined with another national meeting as appropriate. Management agrees to provide the Union on a case-by-case request with available, relevant agency information on safety and health, insofar as is compatible with the Privacy Act. This does not preclude on a case by case basis for the Parties to address safety problems/health issues through the LMCC.

7. Management agrees to provide any special and/or unusual safety equipment or supplies (such as personal protective clothing or equipment and devices) necessary as identified in an approved Job Hazard Analysis, or Table 3.3 of FSH 6709.11. The Union may negotiate the type of safety equipment and safety supplies defined as a result of the Job Hazard Analysis. A Job Hazard Analysis will be reviewed at least annually. At the employee's request, the Job Hazard Analysis will be reviewed between the employee and their supervisor. The Job Hazard Analysis shall be recorded on Forest Service form, FS-6700-7. A copy will be provided to the employee and/or the Union upon request.
8. Management agrees to provide adequate sanitary facilities, water, and indoor environmental conditions (including lighting; heating; relative humidity; ventilation; air quality; and absence of pests, airborne pathogens, and irritants) in work areas in accordance with laws and regulations (e.g., OSHA). If it is determined that sanitary facilities, water, indoor environmental conditions, and/or space are not adequate to protect the health and safety of an employee in

any work area, corrective action will be taken to the extent feasible. In facilities not controlled by the Forest Service, such corrective action will be requested.

9. Management will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, Management shall inform the Union and the Parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications, warnings, relocation of employees, if needed, information to employees exposed to the hazardous conditions, and other steps the Parties may agree are necessary under the circumstance, such as holding informational meetings with affected employees.

10. The Parties, in the course of normal duties, shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas that may represent health hazards. The Local Parties are encouraged to work together to resolve issues related to employee health and safety as they arise.

11. Unsafe Working Conditions:

- a. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health and safety, he or she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, an appraisal shall be obtained from the appropriate Management official before proceeding. The Union will receive, upon request, a copy of any documentation of the inspection or appraisal of the alleged unsafe working conditions.
- b. If the supervisor determines an unsafe or unhealthy circumstance exists and the supervisor cannot readily correct the hazard, the supervisor will take preventive action as specified in Section 9 above. The employee or group of employees who continue to believe that work is being required under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. An employee or the Union may request an OSHA inspection at any time.
- c. When exposure to a serious hazard requires immediate solution and it is not possible to obtain the supervisor's concurrence beforehand, an employee may temporarily avoid the hazard and promptly notify the supervisor. This does

not include inherently hazardous activities for which advance preparations have been made, such as forest fire suppression. The provisions in this section also apply where an employee, untrained in law enforcement and not authorized to carry a firearm, is faced with danger from encounters with e.g., trespassers, cannabis (marijuana) growers, invalid claim holders, and civil disturbances.

12. No employee will be required or permitted to handle potentially hazardous materials without the proper training and information as prescribed by Federal law or regulation. As required by laws and regulations (e.g., OSHA), a chemical exposure monitoring plan will be provided for employees working with hazardous materials that pose a threat of long-term physical damage, including appropriate medical examinations and testing at the agency expense.
13. Employees will be made aware of any exposure to hazardous materials when required by the OSHA Right to Know Regulation.
14. Management will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored in accordance with Federal labeling and storage regulations. Upon discovery of noncompliance with Federal labeling and storage regulations, Management will immediately initiate corrective action.
15. **On-The-Job Injury or Illness:** Employees shall report to their supervisor all injuries or occupational illnesses that occur on the job. Management shall expeditiously process and forward to OWCP all documentation required which is within the agency's control when an employee sustains an on-the-job injury or contracts an occupational disease. At the employee's request, copies will be sent to his or her doctor, the Union or other personal representative of the employee. Management agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).
16. When employees are temporarily unable to perform their regularly assigned duties because of documented and confirmed illness or injury, but may be capable of returning to or remaining in a duty status, Management will detail such employees to work assignments management determines to be available and compatible with the employee's physical condition, or temporarily tailor the employee's regularly assigned duties to the physical limitations to the extent Management determines such changes are feasible and warranted.
17. Where documented medical evidence shows the work environment is contributing to a medical problem, Management will make every reasonable effort to place the employee in a suitable environment to protect the employee's health.

18. Video Display Terminals (VDT's): Continuous operation of VDT's over extended periods of time may cause physical problems. Therefore, VDT operators will be provided periodic breaks away from the terminal during their workday. For example, operators may be provided a diversion in work of at least 10 minutes per hour away from the terminal. Ergonomic furniture and preventive devices such as wrist braces will be provided when identified in an approved Job Hazard Safety Analysis. A pregnant employee may request a temporary assignment that does not require extended use of the VDT.

19. Bloodborne Pathogens Program:

- a. Direction and guidance pertaining to this program is contained in FSH 6709.12.
- b. Protective Equipment: All first aid kits in buildings and vehicles and those issued to employees with "first responder" duties will be readily available and contain at a minimum, the protective equipment listed below:
 - (1) Rubber gloves.
 - (2) Face masks.
 - (3) Eye protection.
 - (4) Cardiac Pulmonary Resuscitation (CPR) mouth barrier.
 - (5) Contaminated material containers for employees cleaning up campgrounds.
- c. Two packets of the standard protective equipment (rubber gloves, face masks, eye protection, and CPR mouth barrier) will be a part of the standard first aid kit in all Government vehicles. Management will also endeavor to obtain and place packets of the standard protective equipment in buildings with a significant risk of exposure to contaminated body fluids. The location of protection devices are subject to Local negotiations.
- d. Bloodborne Pathogens Testing: When an employee believes he or she has been exposed to bloodborne pathogens in the line of duty, the employee will be encouraged to take the appropriate test within ten (10) days and to file the appropriate documentation (e.g., CA-1's and CA-2's). In any location where tests are not free, or where the employee has concerns about free testing clinics, the Forest Service will pay for the tests in accordance with regulations governing payment for employee testing.

- e. Vaccinations: The agency will comply with OSHA requirements for employer-provided vaccinations of employees at risk (e.g., Hepatitis-B vaccinations).
- f. No employee will be required to perform CPR or to expose themselves to body fluids without the appropriate protective equipment listed above, except at his or her own discretion.

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

21. Communications: Employees subject to hazardous conditions will be provided with two way radio contact when identified by a Job Hazard Analysis.

22. Accidents: 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. Management will consider allowing a Union representative to serve on the investigative team. The Union representative will be released in accordance with Article 5.6.
- c. OSHA will be notified immediately of any fatal accident.
- d. The Union will be provided copies of all reports and investigations upon request after the management review process is complete, normally within 60 days of the incident, unless government attorneys deny release, in which case, the Union may seek the document pursuant to 5 United States Code (U.S.C.) 7114(b)(4).

23. Union Safety Representative: In redeeming the responsibilities of this article, Management will provide OSHA-type training to the individual designated by the Union. As a minimum, the training will consist of on-the-job training by a qualified Forest Service facilities inspector. When formal OSHA-type training is being offered locally, the Union designee will be included in the training if he or she has not had recent training of this type.

24. The Parties agree that issues of violence in the workplace and concerns over staffing relative to the safety of employees will be governed by current Forest Service policies particular to the Job Corps Centers.

ARTICLE 26

FIRE

1. Preamble:

- a. The Parties jointly and wholeheartedly are committed to "zero tolerance" of carelessness and unsafe actions and jointly agree to adopt and support the following firefighting code of safe practices:
 - (1) Safety comes first on every fire, every time.
 - (2) The 10 standard fire orders are firm. We don't break them; we don't bend them.
 - (3) All firefighters shall have the right to a safe assignment.
 - (4) Every firefighter, every fireline supervisor, every fire manager, and every agency administrator has the responsibility to ensure compliance with established safe firefighting practices.
- b. The Parties agree that all employees are expected to perform wildfire suppression support as directed within their qualifications and physical capabilities.

2. Union Representation for Employees Assigned to Fires:

- a. Officers of AFGE Local #446 or their designees have the right to represent bargaining unit employees assigned to fire duty.
- b. The Union President's or designee's name, telephone numbers, and EC address will be provided to each bargaining unit employee issued a red card at the beginning of the season.
- c. Where there is a grievance arising from a situation on a fire, the time limit for raising that issue to the appropriate official will not begin to run until the day after the employee returns to his/her official duty station. If the grievant is dispatched to another fire or temporary duty assignment which prevents him/her from preparing and presenting a grievance in a timely manner, the time limit will be extended as stated in the first sentence of this paragraph.

3. Work Schedules: If it is necessary on the second day of a fire to deviate from an employees' established tour of duty, the first 8, 9, or 10 hour tour, as appropriate, shall be used. On the second calendar day of a fire, the

employee will be placed on a first 8, 9, or 10 hour per day tour of duty. Fire incidents involving less than one calendar day will not affect an employee's established tour of duty; employees must be paid the appropriate overtime rate for any hours worked either before or after the employees' established tour of duty due to local fire incidents. A fire incident ends when an employee returns to project work.

4. Application of Hazard Pay for Prescribed Burns Including Prescribed Natural Fire:

- a. Employees working on these assignments will be paid hazard pay if the burn goes out of control and is declared a wildfire.
- b. For the purposes of this section, the responsible line officer will certify in writing daily that a prescribed natural fire is within its prescription, and that adequate resources have been assigned to ensure that each fire will remain within prescription for the next twenty-four (24) hours, given reasonably foreseeable weather conditions and fire behavior. If these conditions cannot be met, it shall be declared a wildfire.
- c. For purposes of this section, a prescribed burn, other than prescribed natural fire, which goes out of control will be declared a wildfire by the responsible official when it exceeds prescription parameters and line holding capability and cannot be returned to prescription with planned resources. For example, spotting activity that is not readily controllable with planned resources will result in the prescribed burn being declared a wildfire.
- d. A written burn plan for any prescribed fire will be made available to the Union upon request. This plan may provide additional conditions under which the responsible official may declare a prescribed burn to have become a wildfire.

5. Work Capacity Test/Health Screening Questionnaire (WCT/HSQ):

Employees who are required to pass a WCT test should follow the direction given in Washington Office memoranda dated March 18, 2002 and December 20, 2002. Further information on the WCT/HSQ may be obtained through the Forest Service website at www.fs.fed.us/fire/safety/wct/wct_index.html.

ARTICLE 27

GOVERNMENT-FURNISHED QUARTERS

1. Housing Occupancy Policy:

a. Management will assign Government housing or quarters based on Management needs and availability. The assignment of Government housing or quarters is based in the first instance on the need to protect Government property and the need to render service to the public. The Parties will negotiate, at the Union's request, a housing occupancy policy applicable to local needs and conditions, which may be based on such things as seniority, family size, economic need, or other reasonable criteria. Housing or quarters rules and policies established by the Forest Service where occupancy is required as a condition of employment are negotiable. Issues related to rules and policies in all housing and quarters (including bunkhouses) may be addressed by the LMCC.

b. Government housing and quarters occupied by employees will be inspected at least annually according to Article 25, except when delay would cause immediate damage to employees' and/or Government property, occupant(s) will receive a ten (10) day notice prior to inspections. Living quarters shall also be inspected for leaks of flammable fuels or any other safety or sanitation hazards after any period of vacancy or a change in occupancy, immediately prior to re-occupancy by employees.

2. Searches: Government housing or quarters used by employees exclusively for residential purposes will not be searched without a search warrant unless the person who exercises dominion or control of a specific area, either individually or in common with others, consents freely and voluntarily, or the warrantless search is permitted by law. Residential areas include bedrooms, living rooms, kitchens, basements, bathrooms, and other areas used solely for habitation. No coercion will be used to obtain permission to search housing or quarters. (This general statement does not modify, add to, or subtract from the applicable case law).

3. Management will notify the Union when a survey is being done and give the Union a reasonable opportunity to review the collected data and also provide a copy upon request. When the Forest Service conducts a quarters inventory survey that includes an on-site visit, the Union will be given an opportunity to participate. Management will ensure that the Union's comments are considered in any assessments.

4. Implementation of Revised Rental Rates:

- a. When rental rates for Government-furnished quarters are revised, they will be implemented in accordance with U.S. Office of Management and Budget (OMB Circular A-45).
- b. If the rate increases, the occupant will be furnished a copy of the data element determinations on which the rental rate is based. The employee may grieve any determination under the provisions of Article 8.
- c. If the rate increase exceeds 50 percent of the existing rate, Management will stage implementation to increase the base rental rate quarterly over the course of 1 year.

ARTICLE 28

TRAINING

1. **General:** The Parties recognize the value of a well-trained workforce and the need for a well-planned and conducted training effort. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting Forest Service needs as determined by Management. The Parties further mutually agree to encourage employee self-development.
2. **Scheduling:** Recognizing the need for flexibility, Management 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. Management 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 Management, Management agrees to make a reasonable effort to enable an employee to adjust his or her work schedule if feasible, in order to attend. Programs to meet training needs at the Local Level, or revisions in existing programs will, at the Union's option, be negotiated at that level.
3. **Union Training:**
 - a. The Parties agree that a bank of hours of official time will be made available to the Union each year to enable Union Officials to attend Union training, provided the training is of benefit to the Forest Service and the Union in the administration of this Agreement. A minimum bank of 80 hours will be allocated for training of Union officials at each Center per calendar year.
 - b. The count date will be made at the beginning of the first full pay period in July of each year. This bank of time is exclusive of any official time for training that is provided by some other provision of this Agreement. The Union agrees that training should be distributed among Union Officials in an efficient manner and that each official will not normally receive more than 40 hours of training per year. Requests for official time must be submitted in writing at least two (2) weeks in advance of training to the Center Director. The number of hours in a Center's bank may be increased by mutual agreement of both Parties.
 - c. Travel expenses, travel time and per diem is included in allowed official time. The use of vehicles is authorized in accordance with the provisions of Article 7. Excluded are travel expenses and per diem for State, Regional, or National AFGE conventions and annual meetings even though training may be part of the program.

4. Joint Training: Orientation of employees to the Agreement will be arranged by the Parties for each Center.
5. Records: Management agrees to place in the employee's EDF an annual summary of training furnished by the employee, and to place in the employee's EDF record of any training done on official time.
6. Expenses: Management agrees to consider reimbursement of expenses incurred by an employee in attendance at officially approved work-related courses on his or her own time.
7. Use of Equipment: Management agrees to make available to all employees enrolled in approved training courses academic aids, such as desk calculators, typewriters, etc., if available on the premises of the activity at mutually agreeable times during the employee's on-duty and off-duty hours.

ARTICLE 29

DOWNSIZING AND REORGANIZATION

1. Management will provide information to the Union about potential impacts which may cause the abolishment of positions in the bargaining unit. It will specifically discuss in advance with the Union plans for identifying individual positions for abolishment.
2. Management will inform the Union of proposed reorganization as soon as it anticipates such an occurrence and prior to releasing official oral or written information to employees or the public. The Parties shall arrange, upon request, procedures, including meetings, to facilitate the sharing of information and general reorganization problems that may arise during the life of this Agreement. Management incurs no bargaining obligation until a decision to reorganize is made per Section 4 below.
3. Notice: For the purpose of notification, a reorganization means a change in organizational structure and/or relocation of employees specifically defined as:
 - a. The transfer, consolidation or merger of two or more work units at the Center level.
 - b. The consolidation or merger of line units with those of another Federal agency.
 - c. The merger of a function between two or more work units at the Center to a zone, area or co-located operation and shared services.
 - d. Consolidation or merger of two or more work units or functions within a Center.
 - e. Physical relocation of 10 or more employees or 10% of the line unit, whichever is less.
 - f. Realignment of all or part of the activities, assignments, or functions within a work unit.
4. When Management determines to reorganize it will notify the Union and negotiate as appropriate under Article 10.

ARTICLE 30

WORKFORCE REDUCTION AND PLACEMENT SYSTEM

1. **Employee Placement during Reorganization:** Prior to identification of surplus positions and employees, Parties may develop and use a noncompetitive placement plan for employees affected by reorganization. Any plan developed must conform with rules established by the National Field Office to ensure general Servicewide consistency. When employee placement under such a plan has been completed, and if employees to be displaced are then identified, other provisions of this Article will apply.
2. **Identification of Positions To Be Abolished:** For the purposes of this Article, positions to be abolished are those which Management has decided to eliminate within the current or next fiscal year for lack of funds, lack of work, or elimination through reorganization. Decisions will be made through an analysis of workload; an assessment of the projected program of work, including anticipated budgets; and workforce analysis to include the kind of skills, the number of positions with those skills needed, and the locations of those positions. A Civil Rights Impact Analysis will also be conducted as required by agency regulations.
3. **Identification of Employees Subject to Displacement:**
 - a. When one or more positions have been identified for abolishment within the same competitive area, same competitive level (as defined in Article 33.10), and same identification area, Management will identify employees subject to displacement in the order in Subsection d. below.
 - b. **Competitive Area:**
 - (1) For the purpose of this article, "competitive area" is defined as follows:
 - (a). All Forest Service operating Job Corps Centers nationwide.
 - (2) This definition of "competitive area" will be used in the language referenced above. However, it is understood that either party can initiate negotiations in order to expand the definition of the noncompetitive area, if the defined competitive area as defined in b.(1)., will result in undue disruption to employees subject to the displacement process.
 - c. **Identification Area:** For the purpose of this section, "identification area" is defined as Schenck and LBJ Job Corps Centers.

d. The order of identification is:

- (1) Employees who formally decide to retire;
- (2) Employees who volunteer for outplacement (outside the Job Corps);
- (3) Employees who make a voluntary, irrevocable decision to be designated as being subject to displacement—most service first; and
- (4) Employees according to service computation date—least service first. (This ranking has no relationship to the Reduction-in-Force (RIF) procedures.)

e. Notification:

- (1) When Management identifies such employees, the affected employees will be notified by letter in person, if possible. The letter will contain:
 - (a) An explanation of the reasons why the position was identified for abolishment, including linkages to program of work, budget, and/or organizational changes as determined in the unit's workforce analysis,
 - (b) How the subject employee was identified in accordance with the process contained in Section 3.a through 3.d, including the employee's Service Computation Date,
 - (c) A person(s) to contact for any additional information regarding contents of the letter,
 - (d) Reference to dispute resolution forums available in Article 8, and
 - (e) An Employee Data Sheet and Skills Sheet, which include designated occupational and geographic references.
- (2) A copy of this notice will be given to the Local Union.

f. Workforce Reduction and Placement System (WRAPS) List:

- (1) All employees identified in this section will be placed on the WRAPS list. The WRAPS list is one national list of employees identified under the article for displacement. Within 10 days of receipt of the employee data sheet by the servicing personnel office, this list shall be updated and shall be accessible through the servicing personnel office. A copy of this list, including updates, will be given to the Union upon request.

(2) Management will furnish each identified employee with:

(a) An employee data sheet describing the information needed from the employee, instructions on filling out the form, how the list works, and any condition under which his or her name may be removed from the system. Included will be an explanation of the implications of the desired occupational series, grades, and mobility designations by the employee, as related to placement opportunities and possible directed reassignments.

(b) An employee skills sheet describing their qualifications.

(3) After the responses to the employee data sheet and skills sheet are received, Management will discuss them with each employee to ensure a clear understanding of the implications of the occupation, grade, and geographic preferences indicated by the employee. At the employee's written request, the data sheet may be updated at any time. Only occupational grade and geographic preferences indicated by the employee will be entered on the WRAPS data base. Employees who fail to complete a data sheet by an established deadline will be entered on the data base for their current series, grade, and locality.

(4) Employees identified for displacement will remain on the WRAPS list until they have been placed in a funded position or other action has been taken.

4. Placement of Employees Identified for Displacement:

a. Offers of Placement:

(1) Employees will be counseled and afforded every opportunity to find a new position based on organizational needs and their career goals and personal needs.

(2) In accordance with U.S. Office of Personnel Management (OPM) guidelines, Management will consider modifying qualification standards, excluding positive education requirements, of a position if the employee could meet the qualifications within 365 days of occupying the position.

(3) Identified employees on details will be provided opportunities to continue placement efforts, with Management affording them accommodations to mitigate any adverse affect created by the detail (e.g., physical isolation and access to communications).

b. Management will offer identified employees enrollment in and an

explanation of placement assistance programs, operated by other agencies, for which they are qualified.

- (1) The Interagency Placement Program (IPP) for permanent employees in surplus positions administered by OPM and other Governmentwide programs (e.g., Interagency Career Transition Plan).
 - (2) The United States Department of Agriculture (USDA) Reemployment Priority List and Career Transition Assistance Plan.
 - (3) The Department of Labor Workforce Investment Act Programs.
- c. Outplacement Services: Outplacement services for identified employees may be negotiated between the Parties.
- d. Voluntary Placement:
- (1) Management will first consider placement of displaced employees within their commuting area, then second those within the Local Management Unit, in the following order:
 - (a) Employees by service computation date, most service first, then
 - (b) Voluntary change to lower grade by service computation date, most service first.
 - (2) If the vacancy is not filled from within the commuting area or the Local Management Unit, qualified applicants from the WRAPS list will be considered in the following order:
 - (a) Employees by service computation date, most service first, then
 - (b) Voluntary change to lower grade by service computation date, most service first.
 - (3) If any employee expresses an interest for a specific unit and receives an offer, and declines such, Management will be under no further obligation to contact the employee for future vacancies on that unit. If a subsequent vacancy occurs within a unit where an offer had previously been declined, the employee may request and be given first consideration as described under Section 4.d.(1). The employee's home unit has the obligation to relay all offers to the employee.
 - (4) Within their Center, an employee may receive an unlimited number of offers, regardless of the number of declinations.
 - (5) Nonselection of employees from the WRAPS shall be based on legitimate job-related reasons.

(6) When an identified employee initiates or voluntarily accepts a move to a lower-graded position, grade and pay retention will be granted if the move has a positive effect on another employee and/or such action will assist Management in advancing its objectives and reduce or avoid adverse impacts on employees and the agency's functions.

e. Involuntary Placement by Directed Reassignment: When Management is unable to fill vacancies through the voluntary process and exercises its right to make directed reassignments from the WRAPS, the following procedures will be followed:

(1) Management will directly reassign qualified employees based on the length of time on the WRAPS list, with those longest on the list receiving first consideration for a directed reassignment.

(2) The employee will be given the opportunity to remain on the WRAPS list a period of not less than 60 calendar days prior to receiving notification of a directed reassignment. During the 60-day period, Management will seek placement opportunities for the identified employee based on organizational needs and employees needs and preferences. All employees identified for displacement placed on the WRAPS may be subject to a directed reassignment.

(3) Employees who have been directly reassigned to another position within the Forest Service will be given the opportunity to return to their former or like position according to the following conditions:

(a) Their former or like position has been reestablished.

(b) The position is not already encumbered by someone else with greater rights to the position.

(c) Management decides to fill the position.

(d) The opportunity exists for a 2-year period following the effective date of their directed reassignment.

(e) Employees will receive written notice of their return rights when they are notified of a directed reassignment. This notice will include space for employees to indicate whether they want to be afforded an opportunity to exercise return rights. Employees will be instructed to return the completed document to an appropriate Management Official within 30 days of the effective date of their reassignment.

(4) If the reassignment is within the Schenck or LBJ Job Corps Centers, a copy of the notification will be provided to the Union.

- (5) The effective date for directed reassignments will not be less than 60 days from the notification date unless agreed to by the employee or the new position is in the same commuting area.
- (6) Management will pay transfer of station benefits for identified employees who are given directed reassignments as authorized by Federal Travel Regulations.
- (7) If a line unit is unsuccessful or anticipates difficulty in placing their employees, placement assistance may be requested of or initiated by a higher organizational level. Formalized processes to facilitate placement of bargaining unit employees will be jointly developed by Parties at the appropriate level, preferably in partnership.

5. **System Review and Evaluation:**

- a. The Parties agree that the WRAPS should be monitored to determine if there are systemic or administrative problems attributable to the program. Monitoring will be coordinated by the Field Office and include:
 - (1) Statistical data collection and analysis to ascertain possible disparate impacts on employees,
 - (2) Assessment of WRAPS-related disputes, and
 - (3) Official feedback from Union and Management Officials.
- b. A copy of any assessment report will be provided to the Union consistent with the Privacy Act.
- c. System-related problems identified through monitoring will be investigated. A Union Representative will be invited to participate in such investigations.
- d. The identification of any systemic problems attributable to contract provisions will be jointly examined by the Parties and appropriate corrective action will be taken.

ARTICLE 31

FURLoughS

1. This article sets forth procedures which will be followed if Management determines it necessary to furlough career employees because of lack of work or funds, or other nondisciplinary reasons.
2. Management will notify the Union at the appropriate level(s), depending on the scope of a proposed furlough, at least 15 days before the employees are notified. At that time, Management will advise the Union of the reason for the furlough, the number, names, titles, series and grade of all employees affected, and the measure which Management proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (30-days notice for furlough of less than 30 days, 60 days for furloughs in excess of 30 days).
3. Furlough documents will be made available to the affected employee and to the Union.
4. The following matters involving furloughs are appropriate matters for negotiations between the Parties, but are not limited to:
 - a. the content of furlough notices;
 - b. the content of solicitation of volunteers for furlough;
 - c. scheduling of consecutive or nonconsecutive furlough days;
 - d. programs for counseling employees about furloughs and unemployment compensation, benefits, etc.;
 - e. provisions for keeping the Union informed of furlough developments;
 - f. any impacts on Union representation during the furlough;
 - g. the process for recall from furlough.
5. Management will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.
6. Furloughs For More Than 30 Days:
 - a. Where furlough involves only a segment of an organization within a Center, and the furloughs are for more than 30 days, Management will consider the following:
 - (1) detailing or reassigning employees to vacant positions;

(2) restructuring of positions, including unfilled trainee positions to allow adversely affected employees to fill positions;

(3) waiving qualifications in order to assign an employee subject to furlough to a vacancy for which he or she might not otherwise qualify.

b. Management will not fill a vacant position, except by internal placement, when an employee on furlough in the same competitive area is qualified and available for a position at the same or lower grade from which furloughed.

c. If Management elects to utilize any of the above options in Section 6.a., the Local Union will be entitled to negotiate appropriate arrangements for implementation.

7. Identification of Furloughed Employees:

a. Furloughs of 30 Days or Less:

(1) Volunteers: When it has been determined to furlough some, but not all employees on the same Center, Management agrees to first solicit volunteers. If more volunteers are available than furloughed positions, selection will be based on the service computation date starting with the longest Reduction-in-Force (RIF) service computation. Nonselection of volunteers will be based on legitimate job-related reasons.

(2) If a sufficient number of volunteers is not available for furloughed positions, selection for furlough beyond the volunteers will be based on service computation date starting with the least RIF service computation.

b. Furloughs For More Than 30 Days: In accordance with 5 CFR 351 and OPM guidance.

8. Recall of Employees From Furlough:

a. Furloughs of 30 Days or Less: When Management recalls employees to duty on the same Center from which they were furloughed, it will be in order of service computation date ranking starting with the longest RIF service computation. Recall from furlough for placement in other competitive levels is determined by the qualifications, availability, and service computation date ranking of the furloughed employee.

b. Furloughs For More Than 30 Days: In accordance with 5 CFR 351 and OPM Guidance.

9. Employees on furlough have rights at least equal to those they would have had if they had been separated and placed on the reemployment priority list.

10. Scheduling:

a. For furloughs of 30 days or less (short furlough), the total number of days which the employee may be furloughed shall not exceed 30 days (if consecutive) or 22 workdays (if noncontinuous).

- b. Furloughs can be for consecutive or nonconsecutive days normally at the employee's option. Management will inform the employees how many consecutive days of furlough will qualify them for unemployment benefits. Management will consider employee personal needs such as child care and outside employment as relevant factors in determining which days will be worked during nonconsecutive furloughs. Furloughs will be recorded in the correct manner to insure unemployment benefits are afforded to eligible employees.
- c. Management may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The Parties will negotiate as appropriate.

11. Leave During Furloughs:

- a. For hardship cases, Management will consider deferring a furlough for employees on sick leave.
- b. Regarding "use it or lose it" annual leave, the provisions of Leave restoration will apply.
- c. Employees shall have the option of electing days of leave without pay (LWOP) in place of furlough.

12. Emergency Furloughs: Consistent with 5 CFR 742.404(d)(2), advance written notice to employees with an opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as equipment breakdown, act of God, or sudden emergencies requiring the immediate curtailment of activities. When Management is made aware of a possible government shutdown, it will:

- a. Notify the Union and provide copies of any official notices received which advise the agency of a potential furlough.
- b. Provide bargaining unit employees potentially affected by such a furlough written information addressing their rights, benefits and obligations.

13. Management may accept voluntary service to perform the work of a furloughed bargaining unit employee only if authorized by law.

ARTICLE 32

TRANSFER OF FUNCTION

1. **Transfer of Function (TOF)**: The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas; except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.
2. **Identification of Positions and Employees for a Transfer of Function**: The identification of positions and employees to be transferred will be accomplished by the following methods:
 - a. **Method 1**: Functions that occupy the majority of an employee's time; or functions that control the grade of the employee's position.
 - b. **Method 2**: When an employee is engaged in various functions that cannot clearly be identified by means of the position description, with the function that is transferring:
 - (1) Identification Method One must be used to identify each position to which it is applicable. Identification Method Two is used only to identify positions to which identification Method One is not applicable.
 - (2) Under Identification Method One, a competing employee is identified with a transferring function if:
 - (a). The employee performs the function during all or a major part of his or her worktime; or
 - (b). Regardless of the amount of time the employee performs the function during his or her working time, the function performed by the employee includes the duties controlling his or her grade or rate of pay.
 - (3) Under Identification Method Two, competing employees are identified with a transferring function in the inverse order of their retention standing.
 - (4) The competitive area losing the function may permit other employees in the competitive area to volunteer for transfer with the function in place of employees identified under Identification Method One or Identification Method Two. However, the competitive area may permit these other employees to volunteer for transfer only if no competing employee who is identified for transfer under identification Method One or Identification Method Two is separated or demoted solely because a volunteer transferred in place of him or her to the competitive area that is gaining the function.
 - (5) Refer to 5 CFR 351 for further details.

Once a decision has been made to transfer a function, Management will seek volunteers only if employees identified under Method 1 or Method 2 are not demoted or separated as a result of the volunteer being transferred. If there is more than one volunteer for a TOF position, the selection will be based upon ranking starting from the top of the retention register.

4. A competing employee has the right to transfer with a function if the alternative is separation or demotion.
5. Management will notify the President of AFGE Local #446 of a proposed transfer of function at least 15 days before employees are notified. At that time, Management will advise the Union of the reason for the transfer of function, 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. The affected employees will be given specific notice of the transfer of function at least 45 days before the effective date.
6. Upon request of either Party, negotiations on the content of notices (within the guidelines), definition of local commuting area, other procedures of the transfer of function, and arrangements for the affected employees will take place.
7. Competitive levels will be as described in Article 33, Section 10.

ARTICLE 33

REDUCTION IN FORCE

1. Policy:

- a. The decision to conduct a Reduction-in-Force (RIF) is a Management right. The implementation of a RIF will be administered by Management. The Parties consider RIF to be an action of last resort and will avoid RIF whenever and wherever possible.
- b. Management will make every maximum effort to waive qualifications and make every maximum effort to place employees in vacant positions to avoid RIF. It will also offer to surplus employees their rights under the Department's Career Transition Assistance Program (CTAP) or any other government-wide placement program in effect.
- c. Forest Service Manual (FPM) 351 and DPM 351 procedures will be followed by Management in processing reductions in force.

2. Recognizing the Union's interest in protecting and representing employees, Management will give the Union an opportunity to negotiate on the adverse impact and procedures to be used in a significant RIF, which affects more than one staff function and to keep the Union informed of RIF developments.

3. Management will ask the Field Office to consider asking, through appropriate channels, that United States Department of Agriculture (USDA) approve early-out retirements in a RIF affecting both Centers. The Union will be given an opportunity to give input into the letter submitted to the Field Office.

4. Notice:

- a. Management will notify the Union and give them a copy of the request for approval for RIF. This notification will be given at least 75 days prior to the effective date. This notification will include name, title, series, and grade of employees affected; efforts that have been taken to avoid the RIF; and expected outcomes of the RIF. Retention Registers for Schenck and LBJ Job Corps Centers will be made available to the Union as soon as they are developed, which will be at least 60 days prior to the effective date.
- b. Sixty days prior to the RIF effective date, Management shall provide the Union a list of all positions which are considered trainee or developmental for reduction in force purposes, together with the SF-50 showing name, position and effective date of action assigning each incumbent to the position in question.

5. The affected employees will be given a specific RIF notice at least 60 days prior to the effective date of the RIF. Retention Registers and other RIF documents will be made available to the affected employee.
6. Matters involving RIF, are appropriate for negotiations between the AFGE Local #446 and the Field Office (if that is the office processing the RIF) and include, but are not limited to:
 - a. The content of RIF notices.
 - b. Programs for training and counseling of employees.
 - c. Provisions for keeping the Union informed of RIF developments.
 - d. Outplacement programs.
 - e. Any redefinition of local commuting area.
 - f. The impacts when Management decides to use the following:
 - (1) Reassigning employees to vacant positions.
 - (2) Restructuring of positions, including unfilled trainee positions, to allow adversely affected employees to fill them.
 - (3) Waiving qualifications in order to assign an employee subject to displacement to a vacancy for which he or she might not otherwise qualify.
 - g. If negotiations are requested, the AFGE Local #446 President or designee and the Center Directors are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement. If issues remain unresolved, either party may immediately request mediation. Should mediation fail to resolve those issues, the Federal Service Impasses Panel may be notified.
7. Management will give consideration on a case-by-case basis to requests from employees who have received RIF notices, for leave without pay (LWOP) up to a maximum notice period of 90 days of combined duty and leave status, following issuance of the notice, if such an extension will protect employee rights or avoid administrative hardship. Management may also consider requesting approval from OPM for an extension beyond 90 days where necessary to protect employee rights or to avoid administrative hardship. An amended notice includes the total number of days specified in the original notice plus the number of days of LWOP approved, not exceeding 90 calendar days after the delivery of the original notice. If the employee does not accept an offer of another Forest Service assignment, such LWOP may be canceled.
8. **Personnel Files:** The Union and Management will jointly encourage each employee to see that his or her personnel file and employee data/skills documents (e.g. OF 612, resume, bio sketch, etc.) are up-to-date as soon as the RIF or reorganization is announced. Management will add to the personnel

file appropriate changes or amendments requested by the employee. Both the personnel file and data/skills documents 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.

9. When Management determines that a RIF is necessary, a hiring freeze will be implemented during the life of the RIF for the competitive area and competitive levels involved in the RIF.

10. Definition of Competitive Areas and Competitive Levels:

- a. Management has determined that the competitive areas that it will use in the event of a significant RIF (involving both Schenck and LBJ Job Corps Centers) will be: Schenck and LBJ Job Corps employees compete with other Centers within the Forest Service Region 16 National Forest System.
- b. Management has determined that the competitive areas that it will use in the event of a RIF involving only Schenck or LBJ Job Corps Centers will be: Schenck Job Corps Center employees will compete Center wide, and LBJ Job Corps employees will compete Center wide.
- c. In the event Management determines to change the foregoing competitive areas, it will notify the Union sufficiently in advance to permit predecisional discussion and input, using interest based problem solving in partnership to address issues related to planned changes to the above described competitive areas. In addition, Management will provide sufficient notice to permit appropriate bargaining under Article 10 related to the proposed changes to the competitive areas.
- d. The Parties agree that OPM regulations fully define competitive level. Generally, the competitive level consists of all positions in the same competitive area which are in the same grade (or occupational level) and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it, without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.
- e. In accordance with OPM guidelines, Management may waive qualification standards of a position if the employee could meet the qualifications within 365 days of occupying the position.

11. Reemployment Rights: Any employee separated through reduction in force will be offered reemployment to the first vacancy which Management determines to fill in the same competitive area that the employee qualifies for at the same or lower grade. If more than one separated employee is qualified for a particular vacancy, the offer will be made in retention standing order. If

reemployment is below the employee's former grade level, the employee will have repromotion rights as provided in this agreement.

12. **Repromotion Rights:** If Management determines to fill the same position, the involuntarily demoted employee will be offered repromotion to the position or to intervening grades. The employee will retain repromotion rights to the grade level from which demoted. For other vacancies within the competitive area with the same or equal duties for which an involuntarily demoted 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.

13. The effective date of the action will be stayed 10 days from the date of the decision letter.

14. Management will offer affected employees enrollment in the following placement assistance programs operated by other agencies for which they are qualified:

- a. The Interagency Placement Program (IPP) for permanent employees in surplus positions administered by OPM and other government-wide programs.
- b. The USDA Reemployment Priority List;
- c. The Department of Labor Workforce Investment Act programs.

ARTICLE 34

VOLUNTEERS AND GOVERNMENT SPONSORED WORK PROGRAMS

1. In accordance with law, non-employee workers such as volunteers and enrollees of government sponsored work programs will not displace employees or positions or their grade-controlling duties. No Forest Service employee will be required or requested to perform as a volunteer. Volunteers' or other enrollees' experience will not be used to give unfair preference or advantage for appointment to Forest Service positions. Employees will not be supervised by volunteers and enrollees of government sponsored work programs.
2. Impacts:
 - a. The Parties recognize that such programs may impact the working conditions of bargaining unit employees. Furthermore, the Parties agree that adverse impacts, when identified by the Union, such as changes in duties, responsibilities, training, safety, availability of other amenities, are subject for negotiations, upon request of the Union.
 - b. In order for the Union to determine adverse impacts, all available data concerning the use of volunteers, or other enrollees, such as number of volunteers or enrollees, their assigned duties, work locations, periodic reports, or announcements will be provided the Union upon request. The Union will be informed where to request the data if not available locally.

ARTICLE 35

CONTRACTING OUT OF WORK

1. General:

- a. Management will follow the principles outlined in this Article when making decisions on contracting out of work.
- b. Management agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining unit. Management agrees to comply with the provisions of Federal Acquisition Regulation 48 CFR Section 7.3 et seq., OMB Circular A-76, this agreement and other applicable laws, rules and regulations concerning contracting out.
- c. The Local Union will be notified at least 30 days prior to beginning a cost-comparison study for any contracting out of or a decision to contract out work that may result in affecting employees. Management agrees to consider any timely input from the Union as to how work and materials could be reorganized in a more efficient manner. These views will be used during the cost-comparison study and in developing the Performance of Work Statement.

OMB Circular A-76:

- a. When an A-76 cost study is being conducted and an advisory/steering group is established, Management will invite a Union Representative to participate.
 - b. The Union will be invited to participate in any training sessions on preparation of a commercial activity review.
3. Management will inform the Union of plans for proposed contracts, including personal services contracts, where formal bids or proposals are solicited or negotiated contracts that may impact on the bargaining unit. The Union may raise concerns regarding contracting of work which might affect the bargaining unit.

4. Management Study—Streamlining:

- a. To ensure cost savings and efficiency for the Forest Service, Management may find it appropriate to do cost-comparison studies for all work performed by employees before bid solicitations are offered or contracts are negotiated with private contractors. Such studies should indicate cost savings or other benefits as described in OMB Circular A-76.
- b. When cost-comparison studies involve discussion with employees, the Union will be given an opportunity to be present.

- c. Upon request, Management will give the Union a copy of performance indicators and job analyses. Unless it is confidential information that cannot be released prior to bid opening until, made public, upon request, the Parties will meet and clarify the details of the proposal.
 - d. Management agrees to consult with the Union on a regular basis, as agreed to between the Parties, during the development and preparation of the performance work statement.
 - e. The Union will have 30 days from the date the data was given or a meeting was held to propose streamlining options. The response time may be shortened if 30 days is not practicable due to circumstances.
5. Performance of Work Statement (PWS): A copy of the PWS will be made available to the Union, upon request.
6. Upon request, Management will provide the Union Representative with available information including, but not limited to, copies of:
- a. Annual procurement plans including updates.
 - b. Bid solicitation; invitation for bid or request for proposal.
 - c. Contract specifications.
 - d. Correspondence from higher authority directing the cost study.
 - e. Correspondence from Department of Labor regarding certification of a wage rate.
 - f. The performance work statement.
 - g. All changes to the performance work statement.
 - h. Bid abstract (including Government estimate after bid opening).
 - i. Statement of work.
 - j. Bid results, awarding dates, and time frames for implementation.
7. Management will provide an opportunity, upon request, for a Union Representative in the "walk through" by bidders of the function undergoing a cost study.
8. The Local Union will be given the opportunity to attend public bid openings and review in-house estimates after the bid opening.
9. Management recognizes the "right of first refusal" required by OMB Circular A-76, which provides that the contractor will grant those Federal employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first

refusal, because of displacement due to contracting-out, shall not deny a unit employee of any rights he or she might otherwise have under applicable Reduction-in-Force (RIF) procedures.

10. Appeals: The Local Union may appeal the cost-comparison decision in accordance with the procedures set forth in Forest Service Manual (FSM) 1312 and OMB Circular A-76..
11. The Union has the right to grieve contracting out determinations in accordance with current case law at the time the determination is made.
12. Management will provide the Union with a copy of the A-76 inventory at least annually.
13. If contracting out of work or streamlining adversely impacts on bargaining unit employees, the Local Union and Management will negotiate, at the Local's option, per Article 10.
14. Management will exert maximum effort to find suitable employment for any displaced employees affected by contracting out decisions, per this Agreement.

ARTICLE 36

VOLUNTARY ALLOTMENT OF UNION DUES

1. Any employee of the Schenck and LBJ Job Corps Centers who is a member of the AFGE and is included within the bargaining unit covered by this Agreement may make a voluntary allotment for the payment of dues to AFGE pursuant to the terms of the Agreement between the U.S. Department of Agriculture (USDA) and the National Office, AFGE. Management will notify all bargaining unit Parties of any changes made in the AFGE/USDA Agreement.
2. Should the Agreement between the USDA and the National Office, AFGE concerning the voluntary allotment of Union dues not be continued or renegotiated at the time of any expiration date, then the Parties agree that the voluntary allotment of dues will continue until a new Agreement between the USDA and AFGE is negotiated.
3. For purposes of dues withholding, Management should not change the bargaining unit status of employees, unless a personnel action has been processed, without first discussing the issue with the Union. If there is a disagreement over the employee's status, Management should file a Clarification of Unit (CU) petition. Employees will remain in the disputed positions until such time as a decision is reached on the CU.

Employees shall submit and Management will process Form SF-1188, Cancellation of Withholding of Dues to Labor Organizations and Associations of Supervisors or Managers, when leaving Schenck and LBJ Job Corps Centers or changing to a position on Center which is no longer covered by the bargaining unit (i.e., a supervisory position).

ARTICLE 37

PILOT PROJECTS/DEMONSTRATION PROJECTS

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.
2. **Definitions:**
 - a. The definition of pilot project is any experimental/test project proposed and/or approved by the Agency Management that has a specific timeframe involved and:
 - (1) Sets aside or waives an existing law; or
 - (2) Sets aside, waives, or changes an existing rule, regulation, or policy; and
 - (3) Affects working conditions and/or conditions of employment.
 - b. For experimental/test projects that are set up wholly within the Center Directors' authority, this Article does not apply. The concerned Parties have full bargaining obligations before any implementation.
3. Any areas of conflict with this Agreement must be clearly identified prior to any project initiation in the bargaining unit and the Union must waive application of the inconsistent terms. In the absence of such a waiver, the pilot project may not be instituted. Any provisions of a pilot project that are not in conflict with the Master Agreement may be negotiated as provided for in Article 10.
4. **Union Involvement:**
 - a. If after a review of the project and approval of any area of conflict, the Parties agree that the Center Director will keep the Union informed of any development or changes to the following:
 - (1) Where the project will be located.
 - (2) The area the project will encompass.
 - (3) How it will be initiated.
 - (4) The timeframe involved.
 - b. Union officials who are Forest Service employees will be given an opportunity to serve on any Job Corps national task forces or Job Corps steering committees which may seek union representation.

The Union shall appoint a Union Representative(s) to be the contact for Management in the area of the project. The Union Representative(s) will negotiate with Management on Union participation, such as contacting employees working under the project for comments and input, problems encountered, employee morale, etc.

6. In the interest of efficiency and economy, the Parties will track such things as the cost of the project, the impacts on employees, employee morale during the project, and the savings effected.
7. The waiver or other Agreement (per Section 3 above) will be provided to the affected Parties.

ARTICLE 38

PERSONAL HARDSHIP

1. Any employee may request special consideration due to personal hardship. Personal hardship is an appropriate consideration in any Management action affecting employees. Management will consider all hardship requests.
2. Hardships are situations outside of the employee's reasonable ability to control that affect the health and welfare of the employee or his or her family. Some examples of significant hardship are:
 - a. A specific long-term medical situation where services or care are more accessible in a specific location.
 - b. Special education needs for children related to physical or mental disability.
 - c. Significant and recurring harassment or discrimination against the employee or his or her family at work or in the community.
 - d. Specific situations related to marital status, such as divorce, reconciliation, sibling care issues, and spousal placement (dual career).

Process:

- a. The employee may request assistance and advice through the Employee Assistance Program and may authorize the counselor to share information regarding the hardship situation with Management.
- b. The employee may present his or her case, through channels, to the Management Official having authority for the requested action. Where confidentiality is a legitimate concern, the employee may bypass his or her immediate supervisor.
- c. The Management Official will have authority to determine whether a hardship exists. Before making the final determination, the Management Official may request additional information from the applicant.
- d. Management will notify the employee as quickly as possible, but no later than 30 days that the hardship request has been received, whether or not there is a hardship, and what is being done to satisfy the request.
- e. Confidentiality regarding an employee's hardship situation will be maintained to the extent possible.
- f. Alleged violations of the article are grievable in accordance with Article 8.

ARTICLE 39

EMPLOYEE ATTENDED MEETINGS

1. The types of Employee Attended Meetings are:

- a. Formal
- b. Investigative

2. Formal Meetings:

- a. Any meeting between one or more representatives of the Forest Service and one or more employees in the bargaining unit concerning any grievance, personnel policy or practices or any other general condition of employment.
- b. The Union will be given the opportunity to attend and to participate as the Local deems appropriate. It is understood by the parties that the Union can present its views on the issues under discussion but not otherwise attempt to take over or disrupt the meeting. Management will make a good faith effort to notify the Union in advance when a meeting will take place.

c. Employee meetings which cover personnel policy or practices or any other general condition of employment are generally considered formal meetings. Some examples which can meet this test are:

- (1) Family meetings
- (2) TQM or similar meetings
- (3) Grievances
- (4) Orientation

3. Investigative Meetings: An investigative meeting is any meeting with an employee conducted by a representative of the Forest Service in connection with an investigation. The employee has a right to Union representation if:

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

4. Employee Information: Article 4.2(b), provides for annual notification to employees of this right. An information sheet on the specific rights of employees during investigative interviews, jointly developed and updated by the Parties, will be included in the annual "Weingarten" reminder notice to employees.

ARTICLE 40

AGREEMENT

1. Duration:

- a. The effective date of this Agreement shall be the date of approval by the Director of Personnel, Office of the Secretary of Agriculture, or on the 31st day after execution of this Agreement, if the Director of Personnel has neither approved nor disapproved the Agreement. It shall terminate 3 years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the termination date, unless either Party serves the other with written notice, not more than 105 calendar days nor less than 60 calendar days prior to the expiration date, of its desire to terminate or modify this Agreement.
- b. Upon receipt by either Party of notice from the other Party of its desire to terminate or modify this Agreement, both Parties shall meet within 90 calendar days to begin negotiations. When either Party notifies the other Party that it wishes to modify this Agreement, this Agreement will be extended until the effective date of the modified Agreement. The provisions of any Article in this Agreement may not be reopened through the mid-term bargaining process except by mutual agreement or where necessitated by statutory changes.

Printing and Distribution: The Schenck and LBJ Job Corps Centers Jointly will print 200 copies of this Agreement. Each Center will be provided with sufficient copies but no more than one copy for every employee. The Union President will be provided copies as needed. Additional copies will be printed and provided as needed.

3. The effective date and termination date of the Agreement shall be printed on the cover.

AGREEMENT SIGNATURE SHEET

In witness thereof, the Parties hereto executed this basic Labor-Management Agreement on 2003. The effective date of this Agreement is _____, 2003.

FOR THE FOREST SERVICE:

MARY PAINTER, LMR Specialist, NFO
Team Leader

TEAM MEMBERS

ROSIE WHEELER

JUDITH HALL

TERRANCE PHILLIPS

PAULA BUSCH

FOR THE UNION:

CARL GENTILE, National Representative, AFGE
Team Leader

TEAM MEMBERS

JOHN ROTEN

KENT GIBSON

ALLEN SHILEY

BENA LEE SHIELDS

APPENDIX A

ACRONYMS USED IN THE AGREEMENT

AAA	American Arbitration Association
ADR	Alternative Dispute Resolution
AFGE	American Federation of Government Employees
AWOL	Absent Without Leave
AWS	Alternative Work Schedule
CEP	Career Enhancement Program
CDL	Commercial Drivers License
CFR	Code of Federal Regulations
CPR	Cardiac Pulmonary Resuscitation
CTAP	Career Transition Assistance Program
CU	Clarification of Unit Petition
DOL	U.S. Department of Labor
EC	Electronic Communications System
ECP	Employee Complaint Program
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
EIP	Early Intervention Program
EMT	Emergency Medical Technician
ECA	Federal Employees Compensation Act
FLSA	Fair Labor Standards Act
FLRA	Federal Labor Relations Authority
FMCS	Federal Mediation and Conciliation Service
FPM	Federal Personnel Manual
FSM	Forest Service Manual
FSH	Forest Service Handbook
FSIP	Federal Services Impasses Panel
FTR	Federal Travel Regulations
GAO	Government Accounting Office
IPP	Interagency Placement Program
LE&I	Law Enforcement and Investigations
LMCC	Labor Management Cooperation Committee
LMR	Labor Management Relations
LWOP	Leave Without Pay
MSPB	Merit Systems Protection Board
OPF	Official Personnel Folder
OMB	U.S. Office of Management and Budget
OPM	U.S. Office of Personnel Management
OSHA	Occupational Safety and Health Administration
OWCP	Office of Workers Compensation Programs
PIP	Performance Improvement Period
RH	DOL Policies and Requirements Handbook

PMP	Performance Management Program
PWS	Performance of Work Statement
RF	Reduction In Force
RO	Regional Office
TIPS	Training Integrated Personnel System
TOF	Transfer of Function
ULP	Unfair Labor Practice
VDT	Video Display Terminal
WAE	When Actually Employed
WO	Washington Office
USC	United States Code (Law)
USDA	United States Department of Agriculture
WGI	Within-Grade Increase
WRAPS	Workforce Reduction and Placement System