

COLLECTIVE BARGAINING

AGREEMENT

between the

Kisatchie National Forest

and the

American Federation of
Government Employees

Local 2528

Effective Date: August 8, 2001
Termination Date: August 7, 2005

NOTES

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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 constitute a total Agreement by and between the United States Department of Agriculture, Forest Service, Kisatchie National Forest, Louisiana, hereinafter referred to as Management, and the American Federation of Government Employees Local #2528, hereinafter referred to as the Union, for the employees in the unit described below, 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 that will aid in achieving the mission of the Kisatchie National Forest. 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 constructive and cooperative Partnership Council will encourage this participation. Toward that end, the PARTIES recognize that many interest items are best left for consensual decision making and interest-based problem solving. Partnership Councils are directed by Executive Order #12781; however, the PARTIES may establish or continue a Partnership Council whether or not the Executive Order remains in effect.

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 Kisatchie National Forest operations. The PARTIES are committed to following both the letter and intent of the Articles contained in this Agreement.

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PURPOSE

This agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties; and identifies subject matter of proper mutual concern to the parties. They have entered into the agreement primarily for the following reasons:

- To advance employee participation in the formulation and implementation of personnel policies and procedures.
- To facilitate the timely adjustment of grievances, complaints, disputes and impasses.
- To provide for systematic labor-management cooperation.
- To promote the highest degree of efficiency and responsibility in the accomplishment in their respective objectives.
- To provide a safe and healthful work environment.

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

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

1. RECOGNITION

Management recognizes that the American Federation of Government Employees, AFGE Local #2528, is the exclusive representative of all employees in the bargaining unit. AFGE is recognized as the sole and exclusive representative for all of those full time, part time, intermittent, and temporary employees.

2. BARGAINING UNIT

The bargaining unit of the Kisatchie National Forest includes all non-professional employees. Excluded is Management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees and professionals.

3. AFGE ROLE

As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit.

4. EMPLOYEE REPRESENTATION

- A. The Kisatchie National Forest recognizes that, as the exclusive representatives of employees in the bargaining unit, the Union has the right to speak for and to bargain on behalf of the employees it represents. The Kisatchie National Forest will not bypass the Union entering into any formal discussions or agreements with other employee organizations or bargaining unit employees concerning all matters affecting personnel policies, practices, or working conditions.
- B. The Union will be given the opportunity to be represented at all formal discussions (including those held with other employee organizations) affecting personnel policies, practices, or working conditions. This is not intended to include routine work assignments.

ARTICLE 2

DEFINITIONS

The following definitions are not meant to be inconsistent or contrary to any laws, rules or regulations. Should any inconsistency be found by appropriate authority, the prescribing laws, rules or regulations prevail.

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

1. **Union:** Means the American Federation of Government Employees Local #2528, Officers, Stewards, and other authorized representatives designated by any of the above.
2. **Kisatchie National Forest (KNF):** Means all levels of Management to which the Kisatchie National Forest assigns managerial or supervisory responsibilities. This term is equivalent to Employer.
3. **Parties:** Means Kisatchie National Forest and AFGE Local #2528 collectively.
4. **Employee/Bargaining Unit Employee (BUE):** Means an individual included in the bargaining unit that is employed by the Kisatchie National Forest.
5. **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.
6. **Midterm negotiations:** Bargaining changes affecting conditions of employment during the life of this agreement that are not in conflict with this Agreement.
7. **Emergency Situation:** Means any situation that is temporary in nature, that poses sudden, immediate, or unforeseen work requirements as a result of natural phenomenon or other circumstances beyond the KNF's reasonable control or ability to anticipate.
8. **Grievance:** Means any complaint -
 - a. by any employee concerning any matter relating to the employment of the employee;
 - b. 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.

- 9. 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.
- 10. Union Official and/or Union Representative:** Means a representative or designee of AFGE #2528, or the duly elected or appointed Union Representatives of AFGE #2528, and any accredited National Representative of the American Federation of Government Employees.
- 11. Service Computation Date (SCD):** For purposes of seniority in this Agreement, Service Computation Date will be computed on the basis of Leave Service Computation Date; unless mandated otherwise by law or regulation.
- 12. Line Unit:** Means a functional Unit supervised directly by a Line Officer, namely: Kisatchie National Forest Supervisor's Office and the various Ranger District Offices.
- 13. Work Unit:** Refers to the different functional parts of a Line Unit.
- 14. 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 USC 7103 (a)(10)]
- 15. 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.
- 16. 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."
- 17. Partnership:** Means a joint process whereby the Union and Management work together cooperatively to better achieve Forest goals and meet employee interest by identifying and mutually resolving problems and improving their day-to-day working relationship.
- 18. Formal Discussion:** As defined by the Federal Labor-Management Relations Statute, Section 7114 (a) (2) (A), an exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their

representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

19. Weingarten Right: As defined by the Federal Labor-Management Relations Statute, Section 7114 (a) (2) (B), an exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any examination of an employee in the unit by representative of the agency in connection with an investigation if—(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and, (ii) the employee requests representation.

20. Permissive Rights: Any agency and any labor organization, at the election of the agency, may negotiate 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.

21. Reserved Rights: The rights and authority of any management official of any agency—

- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- (2) in accordance with applicable laws—
 - (A) to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (C) with respect to filling positions, to make selections for appointments from—(i) among properly ranked and certified candidates for promotion; or (ii) any other appropriate source; and
 - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

22. Subjects of Mandatory Bargaining: Any agency and any labor organization shall not be precluded from negotiating:

- (a) procedures which management officials of the agency will observe in exercising any authority under section 7106 of 5 USC; or
- (b) appropriate arrangements for employees adversely affected by the exercise of any authority under said section by such management officials.

ARTICLE 3

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. Bargaining Unit employees shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each BUE shall be protected in the exercise of such right. Except as otherwise provided such rights include the right:

(1) to act for the American Federation of Government Employees Local #2528, in the capacity of a representative and the right in the capacity to present the views of the American Federation of Government Employees Local #2528 to Forest Line Officers.

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees, and;

(3) to 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/KNF 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 annual notification of the right to have Union representation at any Forest Service initiated investigation that the employee feels may result in disciplinary action. The Union will advise all bargaining unit members of their right to Union

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representation at any other time they determine it necessary. In accordance with Article entitled Use of Facilities and Services, the Union may have access to Management's internal mail systems including electronic mail, for supplementing this notice. In addition, Management will include the notification in the new employee orientation package for Bargaining Unit Employees and will permanently post the notification on the Employee Information Bulletin Boards.

c. An employee may be represented by an attorney or other representative other than the Union, 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.

d. 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. Any employee using official time for a grievance will inform their supervisor of the approximate length of time needed, as mutually agreed, 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 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 workload 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 Management officials in accordance with applicable laws, regulations, Agency policies and the terms of this agreement.

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. Every employee has the right to be treated with common courtesy, respect, and consideration in an employee-employer relationship by Supervisors and Management Officials.

7. **Obligations:** 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 subsections:

a. 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 that tends to impair their mental or physical capacity to perform their jobs; receive any salary or anything of monetary value from a private source as compensation for Government services. An employee may participate without prior approval in the activities of National or State political parties not prohibited by law, and may participate in the affairs of or accept an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, nonprofit educational and recreational, public service or civic organization.

b. An employee is required to seek advance approval of outside employment whenever Agency, Dept. or Government-wide policies so dictate. This section is to be applied in a manner that is consistent with an employee Constitutional Rights.

8. An employee may request reassignment at any time; however, the employee must state the reason for the request. 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/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 employees in conflict for a "cooling off" period, as some of the methods of resolving the conflict.

9. Employees shall be informed of rules, regulations and policies under which they are obligated to work.

10. 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.

11. 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.

12. Whenever practical, employees will have a profile on the electronic office system. No employee will be penalized for the lack of a profile, e.g., pay, benefits, training, or advancement opportunities.

- 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 using the electronic office system.
- b. Management may access work related documents for urgent, work related reasons and will inform the employee soon after such access is made. 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 12.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.

ARTICLE 4

UNION RIGHTS AND REPRESENTATION

1. Representation:

- a. The Union is the exclusive representative of the employees in the bargaining unit. It is entitled and enjoined to act for the benefit and interests of all the bargaining unit 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 American Federation of Government Employees Local #2528 have the right to represent all the employees within the bargaining unit of the Kisatchie National Forest.
- c. In any specific situation, the President of AFGE Local #2528 may authorize the National or Regional Office of AFGE to act on his/her behalf in any dealings with Management. Contact will be made by mail, telephone, fax, or any other suitable means as the situation requires for the Union to fully meet its representational responsibilities to the employees of the bargaining unit, as mutually agreed.
- d. In such a situation, Management agrees to recognize representatives of AFGE National or Regional Office in addition to Local officials, once management has received written notification. The Union has the exclusive 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 the right to represent employees under the negotiated grievance procedure in this Agreement and to invoke arbitration. An employee or group of employees may initiate a grievance, with or without representation by the Union, provided the Union is given an opportunity to be a party to all discussions and grievance processing. In any case, the Union shall have the right to be present at the adjustment to any grievance. The adjustment of a properly submitted grievance must be consistent with the laws of the United States, federal regulations and the terms of this Agreement. For all grievances that have been submitted to Management, the Union shall be provided a copy of the decision within five (5) workdays of the issuance of the decision.

2. Union Representatives:

The Union has the right to designate all bargaining unit representatives. The designated Union representatives and their points of contact will be given in writing to Management. Management must 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 Articles 4 and 6. Use of Government owned or leased vehicles for such representation will be in accordance with the provisions of Article 6, Subsection 7.

b. Recognizing the benefits of having Union representatives for each line organizational level, representative unit, official duty station, etc., the Parties may make appropriate arrangements for 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 the Local who will be the Union contact for Management concerning conditions of employment for the Kisatchie National Forest.
- (2) The Union will designate one Chief Steward for the Forest and normally no more than one Steward for the Supervisor's Office and each of the Ranger Districts of the KNF who are the Union contact for Management for grievances, formal discussions and investigative interviews for their designated areas.

3. Formal Discussions:

The Local Union President or designee shall be given reasonable notice of, and provided reasonable time to be present at formal discussions. For the purpose of this Article of the Agreement, "reasonable time" is minimally defined as two (2) hours prior, either written or oral, notification of the Union of Management's intent to hold a formal discussion. The Union will be given full and complete opportunity to attend and participate in any and all formal discussions when the Union deems it appropriate and in accordance with its representational responsibilities. The Union retains all of its rights to designate its representatives, consistent with section 4e, at any formal discussions held by Management.

4. Official Time:

- a. Union officials will be granted official time to perform the following representational functions:
 - (1) Reviewing Management's proposals concerning negotiations and changes in personnel policies, practices, and matters concerning working conditions.
 - (2) Performing general representational and contract administration functions, including attendance at formal discussions and Weingarten interviews.

- (3) Receiving, reviewing, preparing, and presenting grievances.
 - (4) Handling complaints such as FLRA, MSPB, EEOC, GAO, etc.
 - (5) Preparing for negotiations.
 - (6) Negotiating.
 - (7) Preparing reports required by 5USC 7120 (c).
 - (8) Contacting other Union officers regarding aforementioned functions.
 - (9) If not prohibited by law, case law or any regulation, visiting, phoning and writing to elected representatives in support of, or opposition to, pending legislation which would impact working conditions of employees represented by AFGE Local #2528 in accordance with conditions set forth in section 4.g. below.
 - (10) Preparing for and participating in all arbitration proceedings. This shall include but is not limited to the following:
 - (a) the necessary time to research pertinent laws and regulations;
 - (b) hold discussions and meeting to discuss the subject under arbitration;
 - (c) hold meetings with Management to discuss the subject under arbitration;
 - (d) and, interview witnesses of the subject under arbitration.
- a. The parties agree that administration of this Agreement is of mutual benefit. Per 5 USC 7131 and case law, overtime or compensatory time may not be earned for performing representational duties. However, the earning of credit hours for engaging in representational work is permissible between the hours of 6:00 am and 6:00 pm, Monday - Friday. The Union representative will obtain prior approval before the earning or use of credit hours for representational purposes and/or training from the appropriate supervisor; for purposes of properly accounting for the bank of hours permitted under section 4d, the representative and supervisor will maintain a record of such credit hours earned and used. Any disagreements over the Union's use of

official time or credit hours are grievable under the terms of this Agreement.

- b. Up to a maximum total of \$5000 per fiscal year for all KNF Union representatives, travel and per diem shall be paid, as permitted by government travel regulations, to designated Union officials who are KNF employees and performing KNF/AFGE Local #2528 representational functions or participating in authorized Union training activities as specified in this Agreement. Such monies not expended in a fiscal year are not carried over to the next fiscal year. Travel expenses and per diem are excluded for State, District or National AFGE conventions or annual meetings, even though training may be a part of the program. Use of Government owned or leased vehicles for such Union officials will be in accordance with the provisions of Article 6, section 7 of this Agreement.
- c. Union officials will be granted amounts of official time as indicated below to perform the representational functions listed in Section 4a. The actual amount of official time to be used may vary in each situation but, overall during a fiscal year, actual hours are not to exceed a total of 720 hours for the performance of representational activities by all union representatives who are in the KNF bargaining unit; also included in this bank of hours is training of union representatives as specified in section 10 below. Should circumstances dictate that more time than stated above is needed to perform union representational activities or to attend training of union representatives, additional hours (or travel funds) may be mutually agreed upon by the KNF Forest Supervisor and Local #2528 President, or their designees. An accounting of used hours (or dollars) will be part of the discussion. The decision is not grievable. Any unused hours will not carry over to the next fiscal year. The granted hours shall not interfere with allowable official time under 5 USC 7131 (a) and (c), as specified in section 4a(4) for participation in FLRA proceedings and in section 4a(6) for participation in the negotiation of a collective bargaining agreement, including attendance at impasse proceedings.
- d. Management shall allow the following categories of union officers/representatives to perform the representational functions listed in Section 4a:

Union President, Vice-President, Chief Steward, Secretary-Treasurer, Other Union Representatives (e.g., stewards).

- e. Union officials and their supervisors are expected to communicate with each other on the use of official time. This communication shall include such items as information about the representation matter, any confidentiality concerns, the approximate length of time needed, and location where the representation will take place. Both the Union and Management are encouraged to agree to ongoing arrangements regarding use of official time that are suitable to their circumstances. Union representatives, in any case, shall properly account for all official time on T&As, using the codes corresponding to the activity engaged in.
- f. Only KNF members of the Union's Executive Board or their authorized KNF-employed representatives will be permitted a reasonable amount of official time on any given legislative initiative, per section 4a(9) above. Travel for such purposes will be limited to travel within the state of Louisiana.

5. Release Procedures for Use of Official Time:

Union officers and other union representatives shall be granted official time, at a time of day to be scheduled at least one pay period in advance through consultation with their supervisors when the need is known sufficiently in advance to permit this much advance notification. When the need to use official time for representational purposes as described in this article arises from circumstances that do not permit one pay period advance notice, consultation with the respective supervisor(s) shall be accomplished at the earliest possible advance time so as to establish a mutually agreeable time and location. 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 departing to visit any employee(s). If the visit would

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unduly interfere with work requirements, another time mutually agreeable to all Parties shall be established for the Union official to visit the employee.

6. Working Relations:

The Parties, especially Union Officials and first-line supervisors, are encouraged to meet as necessary to discuss and attempt resolution of matters of mutual concern. These discussions may include, but are not limited to, work conditions, safety and health issues, employee concerns or dissatisfactions and problems of interpretation and administration of the Agreement between the Union and KNF.

7. Nonabridgement Clause:

The provisions of this Agreement shall not nullify or abridge the rights of employees or the Union to grieve or appeal through appropriate channels the exercise of Management rights set forth in this Agreement.

8. Membership Drives:

Upon request, the Union shall be granted authority to conduct up to one Forest-wide membership drive at any location and any facility of the KNF within a one (1) year period, up to 45 days duration each. 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, including electronic communications equipment, shall be made available in accordance with Article 6, section 2.

9. Restraint:

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

10. Training of Union Representatives:

- a. The Parties agree that the bank of 720 hours of official time per fiscal year specified in section 4d above includes time for KNF union representatives to attend training, provided the training is of benefit to the Forest Service and the Union in the administration of this Agreement. Any unused hours will not carryover to the next fiscal year. Mutually agreed training conducted jointly for KNF union representatives and supervisors will not be deducted from the bank of hours.

- b. The Union agrees that training will 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 such official time must be submitted in writing at least one week in advance of the training for approval to the Forest Supervisor or designee.
- c. Travel time, when "on the clock" (i.e., paid time) as permitted by law and regulation, is included in the allowed bank of hours of official time.

ARTICLE 5

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 affected by the exercise of any authority under Section 7106(b) of Chapter 71, Title 5 of the U.S. Code by such management officials, nor does it affect grievance rights as established by the Article entitled Grievance Procedure.
3. **Reserved Rights:** Management retains the right:
 - a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and
 - b. **In accordance with applicable laws:**
 1. to hire, assign, direct, layoff, and retain employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees.
 2. to 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, to make selections for appointments from among properly ranked and certified candidates for promotion or

from any other source; and

4. to 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 Agency, negotiations may take place, at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

The parties may continue to address management rights issues under Partnership.

ARTICLE 6

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. Use and access to all the facilities and services described below are available only to KNF employees serving as Local #2528 Representatives.
- b. Upon request, the Union Executive Board and all designated Stewards shall be provided reasonable office space and equipment to conduct representational functions and official business as necessary. Union office space shall be reasonably private and secure to assure confidentiality of records and conversations. Office equipment will include telephone service, electronic communications (Personal Computers, IBM, FAX, etc.) and standard office furniture.

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 Kisatchie National Forest, including those of the Bargaining Unit, and Union members as provided for in this section. Use of EC will be consistent with applicable laws and regulations. Electronic communications systems is defined as the IBM and its successor system, fax and land line phone systems. Additional EC may be furnished by the Forest Service (e.g. pagers, cellular phones, lap top computers, etc.) subject to Partnership Council approval.

- b. Union officials will be authorized to use EC for representational purposes as defined in the Article entitled Union Rights and Representation. Such use will be permitted on official time.
- c. Subject to the provisions in (1) thru (3) below, Union officials will be authorized the use of the EC for internal union business for such purposes as information sharing and to prepare/send newsletters. This use may be done provided such document preparation, distribution and reading is done on non-duty time. All documents prepared which contain internal business topics will be transmitted with a message such as; "Contains internal union business information - document has been prepared and distributed on non-duty time. Reading and any subsequent action by the recipient must be done on non-duty time."
 - (1) Uses of EC for Union membership drives must be requested in advance and agreed to by the Parties.
 - (2) If not prohibited by law, case law or any regulation, the use of EC for conducting elections of Union Officers, and advocacy of or actual lobbying of Congress on conditions of employment for employees is permitted.
 - (3) Use of the EC for organizational drives is not authorized.
- d. EC profiles or drawers used by Union officials shall be confidential. Management will not initiate access to 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 first class mail service including the United States mail and messenger service operated by the U.S. Postal Service, use the United States Mail under the indicia and certified mail, as well as any other equivalent mail service the agency utilizes. AFGE Local #2528, 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. Overnight or Priority mail service may be used only when absolutely necessary.

4. Bulletin Boards:

- a. Bulletin board space of at least 24" x 36" for posting notices and literature, limited to AFGE Local 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 agreed upon through Partnership.

5. List of Employees:

- a. The Kisatchie National Forest agrees to furnish to AFGE Local #2528, upon request, usually not more than quarterly, an up-to-date list of employees in the organizational unit showing name, position, title, LMR code, FLSA code, and official duty station as requested by the Union.
- b. Additional information, including home addresses will be furnished upon request on a case-by-case basis in compliance with the Privacy Act, case law, and written employee permission.

6. **Publications:** Management agrees to provide to Union representatives and employees reasonable access to publications such as the Forest Service Manual, Federal Personnel Manual Handbooks, Position Classification Standards, and other publications available in offices of the Kisatchie National Forest.

7. **Use of Government-owned or Leased Vehicles:** For the purpose of this Agreement:

- a. Government-owned or leased vehicles may be used for Local #2528 representational functions for which official time will be used, provided:
 - (1) a vehicle is available;
 - (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.
 - b. If an AFGE Local #2528 official chooses to use a privately-owned vehicle instead of a government-owned or leased vehicle for travel as defined in this Agreement, mileage will be paid at the appropriate rate in accordance with Federal Travel Regulations.
8. The Union may negotiate the impact and implementation of changing office/work facility conditions before those plans are implemented. The Parties should make a concerted effort to address changing office/work facility conditions in the planning

stage. The Union will be allowed to review any office/work facility lease agreements prior to Forest Service signing.

ARTICLE 7

LABOR-MANAGEMENT COOPERATION AND PARTNERSHIP

1. Labor-Management Partnership Council:

a. The Parties to this Agreement endorse the establishment of a Partnership Council between the Kisatchie National Forest and AFGE Local #2528. The following general principles apply:

(1) Through a Partnership Council, the Parties serve as full partners to identify problems and craft solutions to better serve the agency's employees, customers and mission.

(2) The members of the Partnership Council are the designated representatives of Management and the Union.

(3) The Partners shall determine the size and composition of their Partnership Council. Each Partner is empowered to choose its own representatives.

(4) The Partnership Council is expected to be a decision-making body. Councils will operate on a consensual basis; use interest-based problem-solving techniques; and whenever possible, pre-decisional involvement should be afforded to both Parties.

(6) The Partnership Council may consider any issue, without regard to the Management Rights in Article 5, but is subject to applicable laws, regulations, and this Agreement.

(7) If consensus cannot be achieved within the Partnership context, the Parties, jointly or individually, are free to proceed to other issue resolution processes as appropriate.

ARTICLE 8

GRIEVANCE PROCEDURE

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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 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 5 U.S.C. 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 Office of Personnel Management;
 - (5) Appointments;
 - (6) The classification of any position, which does not result in the reduction in grade or pay of an employee;
 - (7) Reduction-in-force or furloughs of more than thirty (30) days;

(8) Separations during a probationary or trial period (This exclusion shall be null and void should a change in case law occur which 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 MSPB (This exclusion shall be null and void should a change in case law occur which 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 9;

(11) Collections from accountable officers (unless case law make it grievable:

(12) Determinations of exempt/non-exempt status and claims for compensation under FLSA.

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 initiated under Chapter 75, adverse actions initiated for unacceptable performance under Chapter 43, or an allegation of a prohibited personnel practice violating section 2303(b)(1) of 5 U.S.C. under a statutory appeal process or the negotiated grievance procedure but not both. An employee shall be deemed to have exercised his/her option under this section at such time as the employee files a timely appeal under the applicable statutory process or files a timely grievance under the negotiated grievance procedure, whichever event occurs first.

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:

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- a. 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 to Management in writing by the Union, may represent employees in such grievances. An employee may be represented only by the Union or a Union-approved Attorney, or he/she may represent him/herself. Employees are not entitled to use any non-Union representative in the negotiated grievance procedure, and management may not deal with a non-Union representative, unless the Union authorizes an Attorney to act for the Union. In this case, the Union has the right to withdraw authorization of such an Attorney at any time; the Union will provide Management written notification of such a decision. However, any employee or group of employees may personally present a grievance and have it resolved without representation by the Local Union provided that the Local Union will be given an opportunity to be present at all formal discussions in the grievance process. Any solution must be consistent with the terms of this agreement.
 - b. Upon request of either Party, the number of representatives at representational meetings will be equal. Management will approve additional Union Representatives when reasonably appropriate. The Parties agree to keep the number of participants at the meetings to a necessary minimum.

6. Employee and Union Procedures:

- 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 thirty (30) days of receiving the decision letter as a Step 3 grievance.
- b. 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. For example, use of the Early Intervention Program may be used as a means to prevent grievances.
- c. Alternative Dispute Resolution: The parties are encouraged to jointly develop optional ADR processes that will facilitate resolution of problems.
- d. **Step 1:**
 - (1) The complaint will be taken up in writing by the grievant and/or the assigned Union Representative with the first line officer or equivalent, (i.e. District Ranger, Staff Director, Department Head, or Cluster Manager), 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.

(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.

e. Step 2:

(1) If the grievant is dissatisfied with the resolution given in Step 1, the grievant may submit the grievance in writing to the Forest Supervisor within twenty-one (21) days after receipt of the decision of the Step 1 grievance.

(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 above 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 grievant to leave the Local Unit, electronic communications may be used at the option of either party.

(4) 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 3.

f. Step 3:

(1) If the grievant is dissatisfied with the decision given in Step 2, the grievant may submit the grievance in writing to the Regional Forester within twenty-one (21) days after receipt of the decision of the Step 2 grievance.

(2) The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 3 will include the information required under Steps 1 and 2 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 the Article entitled Arbitration.

g. If in 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 that are not resolved may proceed to the final Step 3 level.

7. Management's 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 Forest Supervisor will notify the Local Union President or other designated Local official of a potential grievance. This notification must be made within fourteen (14) 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 fourteen (14) days of the date that Management should have become aware of the incident. Within seven (7) days, the Parties will meet to discuss the facts surrounding the grievance and will attempt to resolve it. If not resolved, the Local official shall respond in writing to the Local Manager within fourteen (14) days of the meeting.

c. **Step 2:** If not resolved at Step 1, the Forest Supervisor may submit the grievance to the AFGE National Vice President of the applicable District, within twenty-one (21) days after receipt of the written response in Step 1. The AFGE National Vice President will provide a decision in writing to the Forest Supervisor within twenty-one (21) days of receipt of the Step 2 grievance.

d. **Step 3:** In the event satisfactory resolution is not achieved in step 2, the Management official designated to receive Step 3 grievances in Section 6.f may elect to proceed to arbitration in accordance with the provisions of the Article entitled Arbitration.

8. Time Limits: Time limits in this Article may be extended by mutual consent of the Parties. In the event that the grievance is mailed or sent by electronic mail, the receipt date shall be the date of mailing plus three (3) days. The Parties agree to respond to the grievance within the time frame allowed. However, if either Party is unable to file or respond within the time frames, the reason for the delay will be stated, and an automatic seven (7) day extension of the time limits will be granted. When information is requested from a Party that is needed to process a grievance or determine if a grievance exists, the time limits will be extended equal to the amount of time required to receive the

information. Failure by the grievant to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance, unless mitigating circumstances of an exceptional nature have occurred. Failure of the responding official to meet time limits, or to request and receive an extension of time, shall result in the grievant or their representative being permitted to elevate the grievance to the next Step.

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 #2528, or the appropriate Management official at Step 3 under Articles entitled Grievance Procedure and Use of Official Facilities and Services, 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 FLRA 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 agreed, the invoking Party will submit a request within seven (7) days to the Federal Mediation and Conciliation Service and/or the American Arbitrators Association for a list of seven (7) 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:**

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- a. The arbitrator's fees and expenses shall be shared equally by the Parties.
 - 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. An employee, who is found to have been affected by an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the employee, is entitled, on correction of the personnel action to receive reasonable attorney fees related to the personnel action, awarded in accordance with standards established under 5 U.S.C. 7701(g).
 - d. 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.
 - e. Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the week(s) of the hearing in which they are involved.

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. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by Section 7701(c)(1) of Title 5, United States Code, and, to the extent applicable, by the precedential decisions of MSPB.

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. At the request of either Party, the threshold issue may be decided by an arbitrator different from the one selected to hear the merits of the case.

8. Arbitration Process:

- a. The process to be utilized by the arbitrator may be expedited or a formal hearing shall be held.
- b. The Parties may mutually agree to expedited arbitration or a formal hearing. If the Parties do not agree on the process, a formal hearing shall be held.
- c. 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 forty-five (45) days after arbitration is invoked. If the parties are unable to mutually agree and schedule a hearing date within forty-five (45) days, the arbitrator will select a date.
- d. If the arbitrator is not available within the time frame, the Parties shall agree either to extend the time frame or select a different arbitrator.
- e. Formal hearing: A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.
- f. 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.
- g. The arbitrator's decision shall be final and binding, unless an exception is filed with the Federal Labor Relations Authority. 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/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. Mini-arbitration: In the case, an oral hearing will be held. The arbitrator will prepare a brief summary of the facts and render a decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

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. Exceptions: Either Party may seek judicial review of the arbitrator's decision on matters that could have been appealed to the Merit Systems Protection Board during the thirty (30) day period beginning on the date the award is served on the party.

12. 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. **Partnerships:** The Parties at all levels are encouraged to use partnership to address issues which may arise during the life of this Agreement. At the election of either Party, bargainable subjects which are not resolved within an acceptable timeframe through partnership may be addressed through the mid-term bargaining process contained in this Article.
2. **Mid-term Negotiations:**
 - a. In the spirit of bilateral relationship, the Parties agree that changes in conditions of employment will create a need for the Kisatchie National Forest and the Union to propose mid-term negotiations. The Parties may propose changes in conditions of employment not in conflict with this Agreement.
 - b. If negotiations are requested, the Parties are obligated to meet or otherwise

communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement with respect to the proposed changes to conditions of employment. Management may implement changes in conditions of employment after the Union has been notified in writing of the changes and given the opportunity to bargain, including conclusion of mediation and impasse procedures.

- c. The Parties are strongly encouraged to use the interest based bargaining approach in lieu of traditional bargaining. This should be done through Partnership.
- d. Management agrees that it will not unilaterally implement change in personnel policy or practices or conditions of employment, except for emergencies or delay of the effective date of law.

3. **Negotiations Procedure:** Negotiation procedures are as follows:

a. **AFGE Local #2528:**

- (1) Local Management will furnish written proposals delineating proposed changes affecting conditions of employment to the Local Union President. The Union has up to fifteen (15) days after receipt of the proposal to request mid-term negotiations by submitting written proposals to Local Management. The Parties may mutually agree to extend time frames as necessary.
- (2) Using the same procedures and time frames, the Union will submit written Union initiatives to the designated Management official. Proposals for minor changes may be approved by the Union President or designee at Forest Leadership Team meetings, providing that the changes are accurately recorded in the Leadership Team meeting notes.

- b. **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.
- c. **Ground Rules for Mid-term 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. 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.
- d. **Printing and Distribution:** The printing and distribution of agreements to Union officials and Management will be the responsibility of Management, unless

otherwise agreed.

4. Disputes and Impasses:

- a. **Disputes:** If Management believes a written Union proposal is non-negotiable, 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 cure any negotiability problems. The union will be provided on request with a written statement of the rationale for a claim of non-negotiability. The union may submit a negotiability appeal to the FLRA in accordance with applicable regulations.
- b. **Impasses:** In the event of an impasse at any level, either Party may invoke mediation, and if unsuccessful may request the Federal Services Impasses Panel (FSIP) to consider the matter, or by mutual agreement, may refer the matter to binding arbitration in accordance with Article 9. In the event of an impasse at the National level, either Party may request the FSIP to consider the matter.

7. **Past Practices:** Privileges of employees which by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect unless modified pursuant to negotiations, unless they are determined to violate law, or any Government-wide, Dept. or Forest Service Policy or Regulations.

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 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 PRE-NOTIFICATION of said charges.
4. As mutually agreed, any and all dispute resolution methods and processes can be employed to resolve the issue(s) that are subject of the ULP charge.

ARTICLE 12

ORIENTATION OF EMPLOYEES

1. All new employees shall be informed by Management that the Union is the exclusive representative of employees in the unit. 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 that are held for employees. Such time will normally not exceed one hour, although additional amounts may be negotiated. The Union will receive a reasonable notice of at least seven (7) days prior to the session(s).
3. The Union will be notified of all new employees added to the Kisatchie National Forest that would be included in the bargaining unit.
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, as 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

1. **Policy:** Each employee shall have a position description which is accurate as to title, series, and grade, and clearly states major duties which are reflected in performance elements. A position description is deemed to be accurate when the principle duties, knowledge requirements, and supervisory relationships are described and it covers eighty (80) percent or more of the work situation. All major duties must be covered in the eighty (80) percent or more of the work situation. The term "major" means a task that is grade or series controlling, or a task that takes five (5) 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/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 the Article entitled Grievance Procedure.

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 ninety (90) 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 (120) 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 of an employee, the employee will be notified of his/her right to grieve. If management decides to promote the employee, he/she will be promoted at the beginning of the first pay period after the position has been classified at the higher level. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect. The employee will also be informed of his/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.

ARTICLE 14

PERFORMANCE MANAGEMENT SYSTEM

1. Policy Statement:

- a. 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. It is also agreed that Management's exercise of it's right under the Code does not abrogate, interfere nor interdict the exercise of the Union's rights and representational responsibilities during any job performance management action initiated by Management.
- b. The establishment of performance elements and standards will be a joint planning and communication process between the employee and the rating supervisor. It is the rating supervisor's responsibility to ensure that performance elements and standards are developed and communicated in writing to the employee annually, no later than November 1, of each annual rating period that ends on October 1 of each year or 30 days after a change in a position. The performance elements and standards shall be documented on the appropriate form and signed by the employee and rating supervisor. Performance elements identified as critical elements will be so noted. Amendments may be made during the rating year and the amendments will be noted with the initials of the employee and rating official.
- c. Performance standards and critical elements must be consistent with the duties and responsibilities contained in the employee's position description. They must permit the accurate evaluation of the job performance. They must be applied fairly and equitably.
- d. A rating official must modify his/her expectations for the levels of productivity and timeliness to adjust for time spent on Union activities, in accordance with Article 4 of this Agreement, for employees administering this Agreement in addition to their regular duties.

2. Annual and Semi-Annual Employee Performance Review:

a. The rating supervisor will be an individual with administrative authority for the employee and who has direct knowledge of the employee's work performance. Performance rating officials shall consider work-related factors that are beyond the employee's control.

b. At least one performance element of an employee's position shall be listed as a critical element for purposes of performance appraisal; however, not all elements shall be identified as critical elements.

3. Applications:

a. For the purpose of this Article, application means the assignment to the employee of the work described in the performance standards and/or the evaluation of the employee under those performance standards. The application of the performance standards and elements to employees having the same rating supervisor 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:

The rating supervisor will discuss the employee's work performance with the employee in private surroundings at least semi-annually, or at a midpoint range of the appraisal period when a position change occurred after the beginning of the fiscal year.

c. The rating of record will be documented on the appropriate form and include applicable backup information for a full and complete record of the job performance review. A copy of the record must be supplied to the employee, if requested. The employee's signature or initials on the performance review form means that the employee has received a copy and was given the opportunity to discuss the rating (reference FSH 6109.13).

4. Rating Period:

a. 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 the employee:

(1) Has not been in the same position under the same rating supervisor and under an established performance plan for 90 days as of September 30;

(2) Is performing under a PIP; or

(3) Is in a temporary position whose appointment will expire, or will be separated from his or her current position, within 90 days of the end of the rating period.

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

5. Unacceptable Job Performance:

The rating supervisor 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. When such discussions are documented by the rating supervisor; a copy of that documentation will be given to the employee, when requested. The Union official/representative will, at the request of the employee, counsel the employee and will offer what assistance that he/she can to remedy the situation.

6. Evaluating Supervisors:

If provided in Department or Forest Service regulations (e.g., FSH 6109.13, 15.4-2), management shall notify annually all employees of their right to rate their respective supervisors. Rating officials who supervise other supervisory employees shall consider feedback from the supervisor's subordinates in appraising their performance in element #4. Management shall provide the employees with a supervisory rating form. These forms are to be filled out before the end of the rating year and forwarded to the second level supervisor (the employee's immediate supervisor's supervisor).

7. Performance Management System (PMS):

Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential job performance situations that could lead to disciplinary action. The Union and Management agree to make full and complete good faith effort to identify and correct job performance deficiencies in a timely fashion.

8. Performance Improvement Plans:

a. As per applicable regulations (e.g., FSH 6109.13, Section 18.1), when an employee's job performance is deemed to be at an unacceptable level for any critical element, the rating official will develop a Performance Improvement Plan (PIP) to present to the employee in a formal counseling session. All applicable laws, rules and regulations shall be followed by Management in relation to PIP situations.

b. Length of Opportunity Period: The Performance Improvement Plan must state clearly the length of time in a specific number of days that the employee has to improve his/her job performance. This period of time the employee has to improve his/her job performance shall not be less than sixty (60) days.

c. Elements and Deficiencies: The Performance Improvement Plan must identify clearly the element (s) and performance standard (s) for which the employee's performance is deemed unacceptable. The Performance Improvement Plan must identify the nature of the deficiencies in the employee's job performance and provide pertinent examples of such deficiencies.

d. Statement of Actions Required by the Employee to Improve Job Performance: The Performance Improvement Plan must identify clearly those actions that in Management's view the employee needs to take to correct his/her perceived job performance deficiencies.

e. Management Assistance: The supervisor or other official is responsible for providing the employee assistance to help him/her to correct job performance deficiencies. The assistance may include but is not limited to: counseling, closer supervision, providing special resources for the employee of on-going errors and methods of how to correct them, assistance in organizing workload and samples of acceptable work products.

f. Statement of Potential Consequences of Failure to Improve Job Performance: The rating official must provide the employee in the body of the Performance Improvement Plan, a statement of the consequences of his/her failure to improve the level of job performance to a successful level in any critical element.

9. Employee Assistance Referral:

A rating official who has reason to believe an employee's job performance is being adversely affected by emotional difficulties or substance abuse related problems may refer the employee to the Unit's Employee Assistance Program (EAP) as provided in applicable agency regulations. An employee shall not be compelled to seek nor utilize EAP assistance nor shall management take reprisal against an employee for refusing EAP assistance.

10. Medical Conditions Affecting Job Performance:

In other than OWCP cases, if the employee has a medical condition that is or may adversely impact his/her job performance they can submit documentation from their medical care provider/professional for Management's consideration to determine if the condition can be accommodated. Management's decision under this section of this Article is grievable.

11. Unacceptable Performance Related to a Disability:

Based on acceptable medical documentation, when an application for OWCP case or disability retirement of an employee is pending, the employee, at his/her option, will be granted use any available sick leave, annual leave, or leave without pay.

12. Withholding a Within-Grade Increase (WGI):

- a. Level of competence determinations will be made in accordance with 5 CFR 531.4, Subpart D, and applicable Government-wide regulations.
- b. Unless the employee is under a PIP or management notice (in the case of marginal performance) at the time they are otherwise eligible to receive a WGI, 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) Received a successful rating for the current rating of record.
- c. In situations where an employee is working under a PIP when they would be otherwise eligible to receive a WGI, the WGI determination will be postponed until the end of the PIP. A WGI determination will be made and conveyed to the employee within 30 days after the end of the PIP. If the WGI is granted, it will be effective retroactively back to the WGI eligibility date.
- d. Prior to withholding a WGI, the employee must be advised in writing, by a PIP or other management notice, that his or 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 fully 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 WGI. If the employee's performance does not improve during this period, the employee shall be notified in writing the reasons for withholding the WGI. The written notification will inform the employee that he or she can request reconsideration of the negative determination, and that the matter is not grievable until after reconsideration.
- e. An employee may request reconsideration of a negative determination by filing, not more than 15 days after receiving notice of determination, a written response to the negative determination setting forth the reasons. This request shall be filed with the reviewing official. 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 or her right to grieve the decision. The grievance will begin at Step 3 within 21 days after the employee

receives the reconsideration decision letter since the reconsideration decision is considered the equivalent of Step 2 in the grievance procedure. The grievance rights will be described in the reconsideration decision letter.

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

ARTICLE 15

PROMOTIONS AND DETAILS

1. The parties agree that the purpose and intent of the provisions contained herein are to ensure that promotions are made equitably and in a consistent manner. Promotions shall be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, sexual orientation, national origin, non-disqualifying disabling conditions, or age. This article sets forth the merit promotion system, policies, and procedures applicable to the bargaining unit positions covered by this agreement. The parties reserve the right to negotiate in accordance with the statute regarding the implementation of a new Forest Service Merit Promotion Plan policy.

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 Articles entitled Workforce Reduction and Placement System and Personal Hardship

(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 fourteen (14) 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, or 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 one or more of the following:

(1) designated employee bulletin boards

(2) electronic bulletin boards

(3) or the Internet, 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 may agree to a lesser time. Complete vacancy announcement can be obtained from the OPM website at www.usajobs.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 (including any requirement for tour fluctuations due to seasonal job requirements)

(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 reannounced if it becomes permanent.
- d. When establishing skill files for the purpose of filling vacancies, Management will negotiate as appropriate in accordance with the Article entitled Negotiations.

3. Management recognizes the benefit to promoting from within the bargaining unit whenever appropriate. Selection officials will consider the rated list of in-house applicants concurrently with the outside applicants.

- a. Qualification requirements and selective placement factors for positions to be filled through merit promotion shall be job related.
- b. 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.
- c. The 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 Union President will be provided evaluation scores and evaluation factors or criteria.
- d. For other than entry-level positions and positions filled through the Merit Promotion Plan, Management will provide the Union President, or designated Union representative, notification of the person, position, grade, location, and under what authority the position is filled.

e. 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 FSH 6109.12, including agreed-upon amendments.

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

- f. **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.
- g. **Nonselected Employee's Rights:** An employee's rights for information are as contained in the Forest Service Merit Promotion Plan.
- h. 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.

4. 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 met the fully successful 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, and if the current rating of record is at least fully successful, 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.
 - c. Management will make a good faith effort to develop Career-Ladder(s) for non-professional employees, clerical as well as technical, in appropriate positions.
5. **Repromotion Rights:** This section applies for up to two years from the date of demotion. It does not apply to involuntary demotions due to performance or conduct or reduction in force.

- 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 grade/pay retention protections may be declined by the employee and shall not affect the entitlement to grade and/or pay retention. The distance involved in the local commuting area shall be subject to negotiations.
6. **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. Unless, situations occur which are beyond Managements control, e.g. Agency freeze on hiring, budget constraints, etc., in which case, Management will exercise reasonable judgement to rotate such assignments among interested and qualified employees.
7. **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 the Article entitled Position Description. 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 the following conditions are met:
- a. The employee has been performing and will continue to perform the grade-controlling functions that are in the new position on a regular and recurring basis;
 - b. The major duties of the former position are absorbed into the new position (not necessarily all major duties);
 - c. The new position has no known promotion potential;

- d. Other positions within the supervisory unit are not adversely affected and no other position in that unit could have been assigned these higher graded duties; and
- e. The new position is not a reclassification from nonsupervisory to a lead or supervisory position, when the lead or supervisory duties constitute the sole bases for upgrading the position.

8. 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/her regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.
- b. The Employer will not detail or temporarily reassign employees for the sole purpose of funding employee salaries. The foregoing does not remove any management right to assign work as authorized in 5 USC 7106(a). Details will be based upon Management needs in the interest of efficient and effective employee utilization. Employees may document details of thirty (30) days or less and have them included in their Official Personnel Folder.
- c. Detailers may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, training, absences of personnel or other work-related reasons. 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.
- d. 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 6 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 within the competitive area 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/per diem costs require otherwise. Per diem rates are established in the Government Travel Regulations (GTR).
 - (3) The rating supervisor of the detail will give the employee an interim rating

upon completion of details exceeding ninety (90) days, to be entered in his/her OPF.

- d. The stipulations in Section 8.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.
9. **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.
10. **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, 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 5 CFR Parts 451, 430, and 531, the USDA Guide for Employee Recognition (1995), the Region 8 Incentive Awards Program, or as any of the foregoing are superceded.

The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. It is an appropriate matter for the Forest 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. The Parties agree to the formation of an Awards Committee established by the Partnership Council.

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. Employees must have received at least a fully successful summary rating to be eligible for a performance bonus. All awards other than quality step increases are available to temporary employees. However, Term employees are eligible for quality step increases.

The following recognition categories are available:

- a. **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.
 - b. **Monetary Extra Effort Awards:** Recognition given for a particular accomplishment such as those defined in Section 2.a above. Dollar amounts are determined by the value of benefit and application of the contribution to the Forest service's 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.
 - c. **Performance Bonuses:** Monetary recognition given for performing well over the appraisal cycle. Types of these awards include: lump sum performance bonuses and Quality Step Increases.
3. Management will schedule an appropriate presentation of an award for an employee.
 4. Management will provide annually a list of awards given by the unit upon request to the Union. This will include type of award, monetary amounts, summary of accomplishment, and additional information consistent with the Privacy Act.
 5. A peer award program, wherein employees are authorized to recognize co-workers either monetarily or nonmonetarily, may be established and is encouraged.
 6. 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 amongst several kinds of nonmonetary keepsakes for length of service recognition, or to select a time off award in lieu of monetary spot award. Once granted, time off awards can not be converted to a cash payment.
 7. All other aspects of the Awards Program are subject to discussions through the Partnership Council using Interest Based Bargaining and Consensual Decision making techniques when warranted, e.g. severe budget constraints, or other budget driven factors.

- 8. Management will make a good faith effort to include anticipated monetary awards in its yearly budget requests. Management shall also provide necessary training to employees, supervisors, and managers, on a recurring basis as needed, to ensure understanding of the Awards Program consistent with the USDA Guide For Employee Recognition and Forest Service or Region 8 policies.

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 local Management knows in advance, it will give employees at least ten (10) calendar days written notice before changing tours or shifts, lasting more than one pay period, except for emergency or unforeseen situations (also see Section 3c (16) of this Article). Note: As stated in Section 3 below, employees continue to have the option in this situation to request AWS.
- b. An employee who has a need 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.
- c. All work schedules must be approved in advance by the employee's supervisor, except for emergencies.

2. First 40-Hour Tours: The first 40-hour tour of duty will be used only when extenuating circumstances preclude a regular schedule of definite hours of duty for each workday of a regularly scheduled administrative workweek in accordance with 5 CFR 610.111(b). First 40-hour tours will not be used to circumvent overtime pay or compressed work schedules.

3. Alternative Work Schedules (AWS):

- a. The Parties agree that AWS, which are flexible and compressed work schedules, will be used Service-wide according to the guidelines and approved schedules below, for the purpose of improved productivity and greater service to the public, according to 5 USC 6120-6133.

Specific details of the AWS schedules listed below are a matter of joint discussions between the respective supervisor and employee. Supervisors and employees are encouraged to develop arrangements under which credit hours may be earned and used.

b. Approved AWS and Definitions:

- (1) **Variable Day:** A flexible schedule. Employee may vary the length of the workday daily. Employee must account for 10 days per pay period. Employee must account for at least 40 hours per workweek and 80 hours per pay period. Employee must account for core time on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must account for in the administrative workweek and the number of hours the employee must account for in a pay period. Credit hours may be earned.
- (2) **Variable Week:** A flexible schedule. Employee may vary the length of the workweek as well as the length of each workday. Employee must account for 10 days per pay period. Employee must account for at least 80 hours per pay period. Employee must account for core time on each workday. 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:** A flexible schedule. Employee may vary length of the workweek as well as the workday daily. Employee may vary the number of hours per day and the number of days per week. Employee must account for at least 80 hours per pay period. Employee must account for core time on three (3) workdays per workweek. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.
- (4) **4-10:** A compressed schedule. Employee works four (4), ten (10) hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.
- (5) **5-4/9:** A compressed schedule. Employee works eight (8), nine (9) hour days with one (1), eight (8) hour day. Employee schedules short day and day off with supervisor. Credit hours are not earned.

c. Guidelines:

- (1) Employees will have the right to use AWS in Section 3.a. in accordance with these guidelines. Management shall not require employees to use AWS,

except as required in (2) below.

- (2) Recognizing that all offices and field operations must be adequately staffed, all employees have the right to apply for any approved AWS in Section 3.b. Management has the authority to disapprove an individual request when the peculiarity of the work requires particular schedules.
- (3) When an employee requests a particular schedule on a local unit and the request is denied, the employee and the Union will receive a written explanation of the denial. The employee or the Union has the right to grieve the denial in accordance with Article 8.
- (4) Any modification of AWS to meet the work objectives of any unit must be based on the following criteria:
 - a. productivity; and/or
 - b. level of direct or indirect services furnished to the public; and/or
 - c. cost of operations, other than reasonable administrative costs and/or safety considerations.
- (5) Management will not adjust employees' AWS for the sole purpose of avoiding overtime or other premium or extra compensation, unless budget needs make such a change prudent. In addition, the AWS must be administered fairly and equitably to all members of the Local Unit.
- (6) Core time and core days for AWS are negotiable by the parties. It is understood that core time deviation is allowed and will be granted unless critical work requirements dictate otherwise.
- (7) Forest Service will not use the three (3), 13-hour day compressed schedule.
- (8) Work schedules shall normally not begin prior to 6 a.m. nor extend beyond 6 p.m. Exceptions based on requirements of the nature of the work.
- (9) Credit hours are defined as hours of work within the tour of duty which are in excess of an employee's basic work requirement. Credit hours used are considered hours worked.
- (10) A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with the variable day, variable week and maxiflex AWS.
- (11) Credit hours may be earned and used within the same biweekly pay period.
- (12) Credit hours may be earned outside the employee's established 5 or 6 day

administrative workweek and between the hours of 6 p.m. and 6 a.m. Procedures for approval may be negotiated by the Parties.

- (13) Credit hours may be used during core hours.
 - (14) Employees cannot be forced to earn credit hours. Employees cannot be forced to use credit hours that are within the maximum 24 credit hour carry-over.
 - (15) Supervisors of field crews working variable day or week schedules may limit work to eight (8) hours on a given day if weather or work conditions warrant, provided they can fulfill the weekly or biweekly work hour obligation (i.e. 40 or 80 hours) associated with the employee's AWS to accomplish a full pay period.
 - (16) Firstline officers, as defined in Article 8.6.d., may make short term changes, of no more than one pay period, in AWS that are necessary to accomplish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected.
 - (17) Employees approved to use 5-4/9 or 4-10 will select, with supervisor approval, their "off" day and/or their "short" day. Subject to work demands and at the request of the employee, the supervisor may approve a change in the scheduled "off" day during a pay period.
 - (18) No intimidation, coercion, or threats may be placed on employees by Management, the Union, or other employees over this matter. An employee may identify specific needs for a certain schedule including the normal 8-hour day, flexitour and gliding schedules. Management will attempt to meet those expressed needs. An employee may grieve the matter for resolution.
4. **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 appropriate 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. Payments to employees to cover checks will be made following the conditions and procedures of the Treasury, and current Forest Service Policy.
- 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:

- a. 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.
- b. **Travel Charge Card:** Participation of bargaining unit employees in the program will be determined in accordance with Federal Travel regulations. 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 reimbursement of authorized travel expenses through no fault of the employee. Employees who are expected to travel at least two times a year are deemed to be frequent travelers and should have and use a government contractor-issued charge card. Employees previously designated as frequent travelers, but not meeting the definition now may, upon request, be dropped from the program. Employees who are not expected to have the charge card will receive the full travel advance to cover all estimated expenses to be incurred including lodging, M&IE, and transportation expenses to the extent allowed in FSH 6509.33.
- c. **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.
- d. **Reimbursement for Telephone Calls to Home While in Travel Status:**

(1) 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 ten (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.

(2) 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.

3. Remote Worksites: Changes made to remote work sites or the establishments of new worksites are subject to negotiations concerning procedures and appropriate arrangements for implementation. When Management proposes a remote site allowance for OPM approval, the Union will be given an opportunity to review and comment on the proposal. The Union may propose that a site be considered remote or an existing remote worksite be changed.

4. Hazard Pay (HP) and Environmental Differential Pay (EDP) will be authorized and paid in accordance with appropriate law (5U.S.C. Section 5343©(4) and Section 5545(d) and 5548(b) and regulations (5 CFR Part 532, Subpart E and Appendix A and 5 CFR Part 550, Subpart I and Appendix A). Some environmental differentials are payable only if protective facilities, devices, or clothing has not practically eliminated the hazard. In accordance with law and regulation, new HP or EDP percentages for existing categories or new categories of HP or EDP percentages for existing categories or new categories of HP or EDP may be discussed and resolved through Partnership when warranted based on National directives.

5. 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 which 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 a flexible work schedule as defined in Article 17.3.b.

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) 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.
- (3) For an employee to receive compensatory time off in lieu of paid overtime, the employee must request it in writing.
- (4) No intimidation, coercion, or threats may be placed on employees to use compensatory time in lieu of overtime.

6. Standby:

a. The Federal Labor Relations Authority (FLRA) defines standby and on-call. The FLRA has said that a requirement to carry a beeper and be available to return to work when called does not change an employee's status from on-call to standby, an important distinction because the former is unpaid status and the latter is paid. The law requires three criteria to be satisfied for an employee to be deemed to be in paid standby status:

- (1) The employee is restricted to agency facilities, or designated post of duty, including living quarters; and
- (2) The employee has his or her activities substantially limited; and
- (3) The employee must be in a state of readiness to perform work.

b. "If these criteria are not satisfied, the fact that the employee is required to carry a beeper and remain within a reasonable call-back radius from the employing agency does not change the employees status from on-call to standby," according to FLRA. "In fact, (the Law) precludes an employee in an on-call status from being paid regardless of whether the employee must carry or respond to a beeper." (Cited from 51 FLRA No. 105, May 24, 1996)

c. Employees who voluntarily restrict their activities and/or use electronic communication devices to be available for duty after work hours are not on standby. The Parties may further negotiate matters concerning scheduling, rotation, and hardships.

7. Meal Breaks: According to the Interagency Fire Business Management Handbook, Section 12.3, Item #2; "Individuals are not entitled to standby compensation for time

spent eating when actual work is not being performed. This applies even though the individual may be required to remain at the work site." However, if an employee is required to work while they eat then the time is compensable.

8. Travel Pay: Employees shall be compensated for travel time as authorized under Title 5 and FLSA. Normally, employees will not be expected to travel without being eligible for compensation. However, if the employee is expected to travel on government business without entitlement to compensation, they will be notified in advance and provided the reason(s). Compensation entitlements for travel time should normally be determined prior to an employee's travel.

ARTICLE 19 LEAVE

1. Annual Leave:

- a. Annual leave shall be earned, and used, in accordance with appropriate statutes and regulations. (FSH 6109.11 Chapter 20)
- 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 time off, 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/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 time off, LWOP) 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/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 for serious illness or disability per 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 regulation (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 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 may 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 30 days of administrative leave in a calendar year (in addition to sick or annual leave) to serve as an organ donor (Ref: PL105-56). Employees can use up to 7 days of administrative leave for bone marrow donation (5 U.S.C. 6327).

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. Parental 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 delivery, 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 a. and b. above for up to one (1) year.

d. This section also applies to adopting parents.

4. Family and Medical Leave:

a. By reference, the provisions of the Family 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 one [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 military leave per fiscal year. This can be used for active duty or inactive-duty 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/her military leave, he/she may be granted leave without pay upon request or may be granted annual leave if he/she desires.

6. Administrative Leave or Excused Absence:

- a. Administrative leave may be granted to employees for participation in activities in accordance with OPM guidance.
- b. When emergency situations occur, such as extreme weather conditions, power outages, possible natural disasters, or similar unforeseen situations, the safety and well being of employees is of utmost concern. The primary intent of this policy is to provide a framework for acknowledging that the safety of employees is foremost; to insure that employees are treated fairly and consistently at all levels of the organization; and to clarify the responsibilities of management and employees. Line Officers are responsible for determining when any of the above conditions warrant suspension of government operations through delay in opening offices until the severe or emergency situation subsides, or in closing government offices. When offices are closed for any length of time, every effort should be made to promptly notify affected employees of the decision, and to update employees if the situation changes. Each unit should establish local procedures for prompt notification of employees and insure that employees know how they will be informed should their office be closed. In deciding whether to close, or delay opening, a given office, the Line Officer will consider whether the conduct of government business is practical under the circumstances and whether doing so unduly risks the health or safety of employees. Consideration must also be given to how the situation affects other businesses in the local area, if principal highways remain open, etc. To insure consistency to the extent possible, efforts should be made to coordinate the decision to close an office with other government offices in the local area, including adjacent district offices. When an office is closed, employees will be released from duty without charge to leave and the Line Officer will document for the record the justification for granting Administrative Leave. Employees are responsible for their personal safety while traveling to and from work. When adverse weather or other

conditions develop, but are not severe enough to warrant closing of government offices, a liberal annual leave or maxi flex policy will be in effect. Each employee will decide whether or not to report for work. This is to insure that employees who are not prepared, or who do not feel confident in their ability to travel safely under adverse conditions, are not forced to do so.

Employees who elect to either delay their arrival time at work or not report for work under these conditions should promptly notify their supervisor or other official, if their supervisor is unavailable, and choose to record annual leave or "flex" the time off. References: FSH 6109.11, Sec. 25.3; FPM Chapter 610, Sub.3; FPM Chapter 610, Appendix A.c.

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 three (3) hours shall be allowed to attend the funeral of a co-worker 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 on 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 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 may 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.

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:** 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.
 - (2) Specific information as to how the supervisor will assist the employee in that effort.
 - (3) Specific information as to what the employee must do to bring performance to acceptable level in that period.
 - (4) A re-evaluation 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 b. and c. below, propose to remove or demote the employee.

- (8) As per FSM:6109.13 Section 18.1, when an employee's job performance is deemed to be at an unacceptable level for any critical element, the rating Official will develop a Performance Improvement Plan (PIP) to present to the employee in a formal counseling session. The Union shall be present at all meetings, if mutually agreed by supervisor, employee, and Union, where an employee will be placed on a Performance Improvement Plan.
- a. **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:
- (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.
- b. **Decision:** After full consideration of the case, where warranted, 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 or through the negotiated grievance procedure, but not both, and will inform the employee that he/she will be deemed to have exercised his/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. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedure and the Merit Systems Protection Board 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 makes Management aware of his/her decision, the Forest Service will delay the action to allow a determination to be made by OPM concerning the disability retirement. When an application for disability retirement of an employee is pending, the employee, at his/her option, may use any available sick leave, annual leave, or leave without pay.

- 4. **Stay of Action:** The effective date of the action will normally be stayed at least 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.

2. Alternative Discipline:

- a. In accordance with the provisions of Chapter 751, Subchapter 4, of the Department Personnel Manual, 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 non-traditional 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 Article 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 to be considered by Management in setting penalties for major adverse actions listed in Section 5.d 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 equipment, including fiduciary role, contacts with the public and prominence of the position;
 - (3) the employee's past disciplinary record;
 - (4) the employee's past work record, including length of service, performance on the job, ability to get along with federal workers, and dependability;
 - (5) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon 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 was 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; and

- (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/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 3.2.b., be represented by the Union. Employees are entitled to Union representation at all such Weingarten 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 do not apply when an investigation is in process involving illegal activity that 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/her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder 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/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 3 and 4.

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

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 one (1) year or less. Such an employee is entitled to:

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

(2) a reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(3) be represented by an AFGE Representative, an attorney, or another representative;

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

(5) grieve the decision, if adverse, through the negotiated grievance procedure contained in Article 8. The written decision shall advise the employee of this

right. If the employee chooses to use the negotiated grievance procedure, he/she must represent him/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 seven (7) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(3) be represented by an AFGE representative or an attorney or another representative, subject to the provisions of Article 8.5, as applicable if the action is grieved.

(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/her option to appeal the action to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both, and will inform the employee that he/she will be deemed to have exercised his/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 upon request.

8. **Stay of Action:** The Agency shall deliver the Notice of Decision to the employee at or before the time the action will be effective, and advise the employee of appeal rights.

9. 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) and the Debt Collection Improvement Act of 1996, as applicable, including the right to a hearing on the existence and amount of the debt and that a timely filing of 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 due to administrative error or oversights in accordance with 4 CFR 91/104.3 and the regulations governing overpayment of pay based on fairness and equity.

f. The Forest Service will normally request relief for accountable officers from GAO under circumstances where adequate recording and security facilities have not been provided or other extenuating circumstances exists as contemplated in FSM 6506.

g. The employee may request a waiver in accordance with FSM 6506 for irregularities of less than \$1500, which will be submitted to the appropriate official for resolution.

10. 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/her right to grieve the decision, according to Article 8.

11. 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/she will be terminated within seven (7) days unless he/she brings his/her performance up to a satisfactory level. Notice of termination for misconduct will be issued at least 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, may be a threat to others, or the employee's presence would be disruptive to the conduct of business. 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.

12. 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. A letter of warning can be retained by the initiating supervisor in a confidential nonpermanent file. The original shall be given to the employee to whom it is directed.

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/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 (three) 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 (5 CFR Part 430) with at least fully successful performance, whether documented or not on a performance rating, will be eligible for performance awards.
4. When the Management 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 major subdivision. A major subdivision is defined as Forest or District, for both position limitations and employee rehire eligibility. Employees will be given a copy of the SF-50 to document the rehire action.
5. Management 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 in the same major subdivision and in the same commuting area. Commuting areas may be defined on a administrative unit-wide basis or locally. The commuting area definition must be reasonable considering the commuting patterns of current employees on the unit, typical weather and road conditions, typical applicant pools, and/or areas of consideration for advertisement.
6. Where required by Article entitle Performance Management System, Management will provide the employee 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/her right to grieve the rating. For notices of termination for misconduct, refer to Article 21.11.

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 one 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, opening and closing dates.

11. Separation or Reduction in Grade:

- a. In addition to the rights set forth in the Article entitled Discipline and Adverse Actions, 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 Forest Supervisor or other appropriate impartial official. Temporary employees may be separated at any time upon written notice, when it is determined that a temporary employee is to be separated, prior to an established end of appointment date, they will be given a two weeks notice except under Adverse Action circumstances, including poor performance or misconduct.
- b. The reconsideration request 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/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, if requested.

- d. The reviewing official will order appropriate remedial action if the adverse action was unwarranted. Participants in this process will have reasonable official time as mutually agreed between the employee or the Union's representative and the supervisor.
- e. This procedure shall be null and void should a change in law occur which will allow temporary employees use of negotiated grievance procedures.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY

1. Equal Opportunity:

- a. Management and the Union will cooperate in providing equal opportunity for employment, training, and promotion of all persons and will not discriminate because of age, race, sex or sexual preference, religion, color, national origin, marital status, handicap, lawful political affiliation, or other nonmerit factors. The Parties agree to cooperate in providing equal opportunity for all persons 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.

2. Multicultural Advisory Committee (MAC):

- a. At least one member of the Forest's Multicultural Advisory Committee will be a Union representative. If at any time the Union representative changes, the Union will be allowed to have the outgoing representative and the incoming representative attend the same MAC meeting.
- b. On Districts where such committees are not functioning, 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 Partnership Council for this purpose is encouraged.

3. EEO Complaint and Resolution Program: The Parties recognize the need to share EEO complaint and dispute resolution program information between the Forest Service Office of Civil Rights, Employment Complaints Program (ECP) (or successor organization), the Union, and bargaining unit employees. Toward that end;

- a. ECP Counselor/Mediator contact information will be posted at all duty locations and kept current.

- b. A copy of this Agreement along with the names, addresses and telephone numbers of AFGE Local #2528 Executive Board members will be provided to ECP Counselor/Mediators of the applicable ECP Service Center(e.g., Atlanta, Ga.).
 - 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. If not provided by the ECP Counselor/Mediator, assistance in obtaining information on complaint processing will be available thru the Washington Office EEO complaint coordinator.
4. Employees or officials actively contributing to the advancement of equal employment opportunity 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 equal Employment Opportunity plans insofar as may be appropriate under the Act. Such negotiations may include long term goals, general recruitment ideas, and methods of monitoring the program. Inclusion of training programs, bridge positions, and career ladders may also be negotiated. The designation of specific recruitment sources and specific annual targets are examples of non-negotiable matters. The Parties may negotiate additional procedures and processes for implementing affirmative action plans.
6. The Union may refer candidates for employment to Management.
7. **Career Enhancement Program (Upward Mobility):**
 - a. The Parties are committed to use of the Career Enhancement Program, and will follow the policies and procedures described in applicable agency directives.
 - b. **Definition:** The Career Enhancement Program is a program designed to focus personnel policy and practices on the development and implementation of specific career opportunities for employees who are in positions or occupational series which do not enable them to realize their full work potential.
 - c. **Eligibility:** The program shall be open to all employees in single interval series who do not meet OPM qualification requirements for the Career Enhancement target positions as follows: Career, Career-Conditional, Disabled Employees appointed under Schedule A and Veterans Readjustment Act.
 - d. Structured individualized training plans will be developed for upward mobility

candidates within the guidance of FSH 6109.12. Training plans will cover entry and intermediate levels pertinent to the target position.

- e. Promotions in the Career Enhancement Program will be handled in the same manner as that described in Article 15.4, unless the Individual Development Plan establishes different time frames.
8. **Workforce Diversity:** The Union will support the goal of becoming a multicultural organization with a diverse workforce.
 9. **Information and Data:** Management agrees to furnish NFC generated EEO Workforce Data to the Union upon request, such as:
 - Workforce Profile by grade level according to gender and race. Should age and disability information become available, it too shall be included.
 - Workforce Profile by selected occupations according to age, gender, race, and disability.
 - Promotion trend data for selected positions according to the above criteria.
 - Outside hiring statistics for selected positions according to the above criteria.

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM

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.
- b. Employee participation in the program shall be voluntary, except that supervisors have a responsibility, when appropriate, to refer employees to, or encourage their use of, the EAP when supervisors have identified a need to counsel employees about poor performance or misconduct.

- c. An employee may bring a Union representative to any discussion in connection with this Article.
- d. Management will publicize the EAP on official bulletin boards, in orientation of new employees, and in EAP Program updates in 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 and endeavor to create an atmosphere of understanding.
- b. Management will attempt to provide employees with the appropriate assistance to overcome problems which contribute to poor performance or conduct by referral of employees to the EAP.
- c. It is a basic function of a supervisor to identify poor job performance or misconduct 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 which 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/her job performance, the supervisor will discuss the apparent difficulties with the employee.
- b. If the employee is unable to correct his/her job performance difficulties through his/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 which has medical aspects, such as conduct which evidences emotional disorder or 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/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/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 and permits the counselor to report to management on the employee's attendance in the program, and if the employee 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, except as allowed or required by applicable law.

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 to prevent lost worktime due to illness or injury. A safety and health program will be administered in accordance with 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. The plan, notwithstanding national direction on workplace security, will be developed to meet the situation of each work location (e.g., Supervisor's Office, Ranger Station, etc.) 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 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 and reports of 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 Parties may agree through Partnership discussions and agreements to establish safety and health programs such as:
- a. health services;
 - b. preventive medicine, wellness programs;
 - c. smoking policies. (See Appendix "B" for Forest Smoking Policy)
- 5. Safety and Health Committees:**
- a. By mutual agreement, The Parties may establish local Safety and Health Committees to review local health and safety programs and formulate recommendations regarding ongoing problems and useful improvements. The following arrangements may be agreed upon:
 - (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 established by the Local Parties, e.g. Supervisor's Office and Ranger Districts.
- 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, through their Partnership Council, agree to meet annually to review the Forests safety and health program and to make recommendations. Management agrees to provide the Union on a case-by-case request when available, relevant Agency information on safety and health insofar as is compatible with the Privacy Act.
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 at 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 lighting, heating, relative humidity, and ventilation in work areas in accordance with laws and regulations (e.g. OSHA), and will not permit employees to work for an unreasonable period of time in areas that do not meet these laws and regulations. If it is determined that heat, light, relative humidity, ventilation, and space are not adequate in any work area controlled by the Forest Service, corrective action will be taken to the extent feasible. In facilities not controlled by the Forest Service, such corrective action will be requested in a timely manner.
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 which may represent health hazards.

11. Unsafe Working Conditions:

- a. When an employee feels that he/she is subject to conditions so severe that even a short term exposure to such conditions would be detrimental to health and safety, he/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 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 which 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. 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, 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 which 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 which occur on the job.

Management shall expeditiously process and forward to OWCP all documentation required by OWCP that 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/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:** Continuous operation of VDTs over extended periods of time may cause physical problems. Therefore, VDT operators will be provided periodic breaks away from the terminal during their work day. 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 temporary assignment which 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) CPR clear mouth barrier;
- (5) contaminated material containers for employees cleaning up campgrounds.

c. At least one (1) packet of the standard protective equipment (rubber gloves, face masks, eye protection, and CPR clear mouth barrier) will be a part of the standard first aid kit in all Government vehicles. 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 is subject to negotiation.

d. **Blood Borne Pathogens Testing:** When an employee believes he/she has been exposed to Blood borne 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/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 Blood borne pathogens where appropriate, to ensure employee safety, and a minimum loss of work time 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 in safe working habits, practices, and procedures in regard to specific job assignments. The Forest Service Health and Safety Code Handbook (FSH 6709.11) will be accessible to all employees.

21. Forest Protection Officers:

a. BUE's with Forest Protection Officers (FPO's) responsibilities will be properly trained and equipped to accomplish the job, providing for safety to employees and the public in accordance with prescribing directives. All employees' FPO responsibilities will be accorded training commensurate with those responsibilities as called for in prescribing directives.

b. Employees with FPO responsibilities will normally be provided with radio contact or other provisions for adequate backup. When such employees are in a hazardous situation, they may temporarily absent themselves from the work

situation with notification to her/his supervisor in accordance with Section 11 above.

22. Communications: Field-going employees subject to hazardous conditions will be provided with 2-way radio contact when identified by a Job Hazard Analysis.

23. Accidents: For fatalities and/or serious accidents to an employee, the following procedures will be followed unless these procedures are revised in future policy changes:

- 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 4.6.
- 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 USC 7114(b)(4).

24. Union Safety Representative: In redeeming the responsibilities of this Article, Management will provide safety and health type training to the individual designated by the Union. As a minimum the training will consist of on-the-job training by a qualified safety and health official.

ARTICLE 26

DRUG FREE WORKPLACE

1. Drug Free Workplace: The Parties recognize that both the well-being of employees and efficient administration of the Kisatchie National Forest are ameliorated by providing a Drug Free Workplace. To that end, the Parties are committed to implementation of random drug testing, reasonable suspicion and post-accident drug testing required by the Department of Transportation (DOT), Executive Order (EO) 12564, USDA, and the National Drug Control Strategy (NDCS) respectively. This Article reflects an agreement between the Parties, addressing those procedures and appropriate arrangements that will be followed in administering the USDA Drug and Alcohol Testing Programs. The Parties also recognize that future changes in National Directives may warrant reopening this Article to amend or supplement its provisions to remain consistent with USDA, Forest Service, or other Government-wide

directives. To this end, the Parties agree, that when appropriate, this Article may be reopened for negotiations.

2. Identification of Test Designated Positions (TDP):

- a. Management has identified positions designated for drug and alcohol testing. The parties agree that TDPs shall be only those positions which have as a stated duty in the position description the operation of vehicles requiring the possession of Commercial Driver's License (CDL). The Forest Service will not apply any state CDL testing exemptions that may apply to certain safety sensitive duties performed by its employees in accordance with Department of Transportation (DOT) regulations.
- b. Management will provide the Union with a list of identified TSP's no later than thirty (30) days prior to the start of employee testing. Thereafter, management will provide the Union with a list of any all TDP's upon request.
- c. Employees will be notified of their new TDP status in writing, no later than thirty (30) days prior to starting the testing program or at the time of hire. It is understood that "time of hire" means the time period during which the employee normally receives personnel paperwork associated with entering a new position and prior to performing any safety sensitive functions. Management will inform employees of their grievance rights in conjunction with application of the drug and alcohol testing program.
- d. Employees may file a grievance if they contest their TDP status, and the issue will be resolved through grievance/arbitration procedures.
- e. An employee who has filed a grievance regarding his/her TDP status and who is called for random drug or alcohol testing, shall receive a deferral of testing until a final decision is made in grievance/arbitration. If the employee is in a TDP, the Agency may proceed with the test after the grievance/arbitration. If it is determined that the job is not properly coded a TDP, the test request shall be withdrawn. The Parties share an interest in resolving disputes regarding TDP status in a quick and cost effective manner.
- f. Vacancy announcements will include written notice that drug and alcohol testing is a requirement of the position.

3. Training:

- a. BU employees shall receive training within 1 year of entry into TDP (or conversion of job to TDP). Training may include: (1) USDA drug and alcohol testing program; (2) employee safeguards in the testing program (including the right to union representation and self identification procedures - see Section IV); (3) employee assistance and counseling programs; (4) types of drugs and their

effects; (5) the effects of alcohol on behavior and performance; (6) laboratory procedures; (7) medical review officer duties.

- b. BU employee training, described in 2.a. above, shall be accomplished through formal orientation, and other informal means such as tail-gate sessions and periodic meetings, with the expectation that at least 1 hour shall be devoted to this subject, with annual updates/reminders thereafter using written information and/or video presentations. The union will be invited to attend.
- c. Supervisory training will be included during normal supervisory orientation and other formal/informal training to ensure that the supervisors are familiar with the requirements of the USDA Drug Free Workplace Plan, and this agreement. Local managers are encouraged to invite union representatives to attend.
- d. Prior to being authorized to order reasonable suspicion or post accident testing, agency managers must complete training that is appropriate and in accordance with USDA and DOT regulations and must include recognition of drug use symptomology. A Union representative shall be asked to attend this training.

4. Self Identification Procedures:

- a. The parties recognize that social consumption of alcoholic beverages is common, and there may be times when an employee has had alcoholic beverage on his own time and off agency premises, and then called to work unexpectedly. To encourage the protection of public safety, the agency encourages employees to acknowledge if alcohol might affect their performance on a particular day or during a particular period, especially in connection with the operation of vehicles. For example, an employee may be off duty, has consumed some amount of alcohol, and then is called to work for an emergency. Although not legally intoxicated, the employee's blood alcohol level may be above 0.02. In this scenario and others similar to it, if the employee voluntarily discloses this information and as a result is unable to perform a driving assignment, unnecessary disciplinary action will not be initiated and terms of the Negotiated Agreement will be applied.
- b. It is also recognized that certain positions, especially in the fire organization, involve nonpay "on call" periods wherein a crew or team, has advance knowledge of their need to be able to perform certain work assignments within the normal call back period during the day. In such situations, voluntary self disclosure as described above is encouraged. However, the Parties recognize repeated instances of unavailability to perform safety sensitive duties under these circumstance may affect an employee's status on the crew or priority for recall but is not intended to be used as a basis for disciplinary action.
- c. The parties agree that voluntary-disclosure of controlled substance use which could impair an employee from performing safety sensitive functions should be

encouraged. Toward that end, employees who voluntarily identify themselves as unfit to work because of controlled substance use in the circumstances described in a and b above will be treated in the same manner.

- d. Voluntary self disclosure is deemed to occur when an employee, after becoming aware of a safety sensitive work assignment (e.g. vehicle operation), notifies his/her supervisor or other responsible official of his/her potential impairment at the first reasonable opportunity and before beginning to perform the assignment.
- e. Repeated instances of unavailability to perform CDL related duties may result in the position being removed as a CDL designated position.

5. Reasonable Suspicion Testing:

- a. Reasonable suspicion is a belief that an employee has violated alcohol or controlled substances prohibitions, based on specific contemporaneous articulable observations concerning the appearance, behavior, speech or body odors of the employee made just before, during or just after the period of the work day in which the employee was expected to be in compliance with drug and alcohol standards.

The term "just" as used above, is defined as meaning the time period immediately prior to and/or after work hours while the employee is physically at the duty location or work site.

- b. Before an employee is tested, at least two trained supervisors or trained agency officials must have observed the employee and concluded reasonable suspicion exists. Test results based on referrals by untrained agency officials will not be used as evidence in support of disciplinary action.
- c. Supervisors and agency officials must receive at least 60 minutes training on alcohol misuse and 60 minutes training on controlled substance abuse to include the physical, behavioral, speech, and performance indicators of probable misuse. Records of such training will be made and furnished to the union on request.
- d. Before the testing occurs, the employee will be informed of the reasons for test, including observations made by the supervisors and/or agency officials.
- e. A record of the observations will be made and signed by the supervisors or agency officials who made the observations, with a copy given to the employee. Copies of these records will be made available to the Union on request in conjunction with representational matters. On request, the agency will inform the union where such records are maintained.
- f. Under no circumstance shall reasonable suspicion testing be used as a punitive measure. However, a positive result noted because of reasonable suspicion will

be referred to ER for any further action.

6. **Split Sample Collection:** Split sample testing procedures as contained in DOT Regulations will be followed. If the first sample produces in a positive result, the employee has up to 72 hours to request testing of the second sample. However, if a reasonable suspicion test has been conducted and the first sample tests positive for drugs, whereas, the second sample tests negative, the employee may request and shall receive reimbursement for the cost of the second test.

7. **Random Testing Methodology:**

- a. Employees who are eligible for testing under both the Executive Order (i.e. drug testing) and DOT regulations (i.e. drug and alcohol testing), will be randomly selected only under the DOT program.
- b. The parties agree that Management shall use a method of selection of employees for testing which assures random selection.

8. **Travel Time and Attendance:**

- a. The agency shall pay travel expenses and/or provide transportation in accordance with Federal Travel Regulations for testing.
- b. Employees shall be on official time for management directed drug and alcohol testing related activities, including travel.
- c. Whenever possible, management will schedule testing during the employee's established tour of duty. Overtime shall be paid in accordance with applicable law and this Negotiated Agreement.

9. **Union Representation:**

- a. The union retains all rights under law and this Agreement, including access to information.
- b. The union may inspect any clinic, USDA or DOT certified laboratory used in the Agency's drug and alcohol testing program. Such inspections shall be in connection with union representational functions and shall be coordinated in advance with the Agency's Drug Testing Liaison, or Personnel Officer.
- c. Collection of urine will be done in private in accordance with DOT regulations. The breath test will be given in private by a Breath Alcohol Technician (BAT) in accordance with DOT regulations. An employee who is required to give a urine sample under direct observation may ask for a union representative. The observed collection shall be delayed a reasonable amount of time to permit a union representative to travel to the collection site, provided that the collection of the

sample will occur on the designated test day to preserve the integrity of the sample.

- d. The general notice letter to employees who are selected for random drug testing or breath testing shall include a statement informing the employee of his/her right to union representation generally. Management agrees to submit a draft of the letter to the Union for review to insure compliance with this intent before its issuance. The Union will be given up to 5 working days to complete the review.

10. Records Retention:

- a. The parties agree that records pertaining to an employee's drug and alcohol tests are confidential. They shall be maintained in the agency's Employee Counseling System of records and are covered by the Privacy Act.
- b. Positive drug test results will be destroyed -
 - (1) in accordance with the disciplinary or adverse action record retention policy, when the document is part of a disciplinary or adverse action file,
 - (2) in accordance with DOT regulations as they pertain to records retention.

11. Response to a Positive Drug or Alcohol Test:

- a. Management shall review critically any positive drug test, i.e., it shall consider an employee's explanation, the accuracy of the lab procedures etc. The employee shall be referred to the EAP in accordance with the provisions of Article 24.
- b.
 - (1) For breath test results over 0.04, the employee will be removed from performing safety sensitive functions, and not returned until evaluation by a Substance Abuse Professional, successfully completes any recommended treatment, and passes a return-to-duty test in accordance with DOT regulations.
 - (2) For breath test results from .02 thru .039, employees will be removed from performing safety sensitive duties for 8 hours or until a breath test result under .02 is obtained, which may be prior to the end of the 8 hour period.
 - (3) For commercial motor vehicle drivers with breath test results from .02 thru .039 will be removed from driving at least 24 hours.
- c. An employee who is removed from performing safety sensitive duties as a result of a positive test, may be assigned other duties for which they are qualified to perform safely, placed on administrative leave, or enforced leave - dependent on the specific circumstances in accordance with applicable law, regulations and terms of this Agreement.

- d. Any disciplinary action will be taken in accordance with this Agreement, and applicable rules and regulations.
- e. Management shall meet its obligations under the Rehabilitation Act of 1973.

12. Deferral of Random Testing:

- a. An employee, through his/her supervisor, or the supervisor, may seek a deferral from the agency, normally through the Agency's drug testing liaison, for reasons or circumstances which prevent an employee from getting to the collection center as scheduled.
- b. The agency will objectively evaluate the reasons/circumstances and render an appropriate and timely decision.

13. Random Drug Test Procedures:

- a. Employees will be given at least two (2) hours notice before testing. This provides time for the employee to make arrangements for family emergencies, if the test location is outside the commuting area.
- b. If an employee is unable to provide a volume of urine adequate for testing purposes, he/she will be given a reasonable amount of liquid (e.g. water). The Forest Service will allow the employee a reasonable amount of time, generally 4 hours, on the same testing day to provide a sufficient volume.
- c. The collection of urine samples will be done in accordance with DOT regulations. If the DOT regulations pertaining to collection of urine samples are rescinded, the standards currently therein shall continue in effect.
- d. Employees shall not be required to disclose the legitimate use of specific drugs at the outset of the program. Employees will have an opportunity to provide documentation supporting legitimate usage upon a positive test result.
- e. If an employee is required to be observed while providing a urine sample, they will be provided upon request, a written statement specifying the reasons for the observation.
- f. The agency agrees to use all reasonable means available to protect the dignity and privacy of employees with physical handicaps or other impairments that may prevent them from providing urine specimens in the usual manner. The Union will be provided with copies of any procedures management intends to follow when collecting specimens from such employees upon request of the Union in connection with its representational functions.

g. Under no circumstances shall the urinalysis or breath test be used as a punitive measure.

14. **Purpose:** The purpose of the Federal DOT CDL Random Testing program is to insure consistency of safety across the Federal sector. Currently, state administered random testing programs vary widely and to some extent duplicate DOT requirements for federal employees. The parties agree that, if at some time, regulations permit the use of state administered CDL testing results to meet federal DOT testing requirements, either party may reopen this agreement for the purpose of amending it to address this option.

15. **Reasonable Suspicion and Post-Accident Testing:** In addition to Safety Sensitive positions, testing may also be required of any employee in any position when there is a reasonable suspicion of on-duty use or on-duty impairment. Post-accident testing may be conducted when an employee's actions are reasonably suspected of having caused or contributed to an accident based on specific criteria.

a. In applying the criteria listed in USDA's policy for Reasonable Suspicion Drug Testing the testing process for bargaining unit employees will:

1. Be contemporaneous with the occurrence of the triggering event or observed behavior, with the test to be administered within 32 hours of the event or last observed behavior which prompted the supervisor or agency official to request testing unless delayed by events beyond the control of either the agency or the employee. In no case will test be conducted beyond 72 hours of the triggering event or last observed behavior.
2. Regarding criteria A.3.a., the parties recognize that an arrest may not lead to the further processing of charges, e.g. an indictment. In the event an arrest does not lead to additional legal action (e.g. charges dropped after arraignment), the agency will not order testing in the absence of other events or behaviors described in A.3.b. through A.3.e. of the Reasonable Suspicion criteria.

In criteria A.3.a, the term "focus of a criminal investigation" is understood to mean more than a mere allegation. In addition, the term "reliable and credible source" in criteria A.3.b. includes law enforcement officials.

3. In applying the USDA's Reasonable Suspicion Criteria, the parties acknowledge that all of the referenced symptoms, abnormal conduct, and behaviors could be caused by factors other than illegal drug use. Certain illnesses or legal medications could cause many of the same symptoms. It is understood by the Parties that extreme care and sound judgement shall be exercised before making a finding of reasonable suspicion.
4. Before being tested, the employee will be informed of the reasons for the test,

including the events and /or observations made by the supervisor or agency officials which resulted in approval for testing by the Agency Personnel Officer or delegatee. A copy of the written report documenting the basis for and findings of the test will be provided to the employee, and to the Union upon request. The report is subject to confidentiality protections of the Privacy Act. Provisions of this section do not abrogate management's responsibilities in Article 24 of this agreement regarding employee counseling and use of the Employee Assistance Program.

- b. Post-Accident Testing: The term "accident" as used in this testing program, is understood as those which occur within the scope of employment or while in official duty status. Post-accident tests must be completed within 32 hours of the accident. Accidents which do not meet the criteria for testing under this program may result in an employee being tested under the reasonable suspicion program if criteria for testing under that program are met.
 - 1. In item B.1., the phrase, "reasonably suspected of having caused or contributed to an accident", is understood to mean that the APO or delegatee will use known objective evidence to approve a drug test.
 - 2. In item 2.a., the term, "hospitalization" is understood to mean admitted for treatment on an in-patient basis. In item 2.b., the \$10,000 figure is understood to be a reasonably estimated aggregate amount of damage of the accident. The estimate shall be made by an agency official using an objective basis.

ARTICLE 27

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 ten 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 at Fire Camps:

- a. Officers of AFGE Local #2528 or their designees have the right to represent bargaining unit employees at all fire camps where Kisatchie National Forest Employees are present. The Union President or designee and the Forest Supervisor or designee will jointly determine actual on-site representational needs on a case by case basis.
- b. If the need to dispatch a Union representative(s) is established the Union will contact the Regional Employee Relations Officer or designee and they will make arrangements for dispatch of the specified Union representative through the regular fire dispatch channels.
- c. The Fire Dispatch Office of the Kisatchie National Forest will provide to the Union, upon request, the names of all Kisatchie National Forest Employees dispatched, the location of the fire, and the name of the Incident Commander. The Incident Commander will be notified of the name, EC address, and other contact information of the President or designee of AFGE Local #2528, if requested by the Union.
- d. It shall be the responsibility of all KNF Bargaining Unit Employees to know the telephone numbers and EC addresses of appropriate Union Officials of AFGE Local #2528 in the event no Union representative(s) have been dispatched to the fire camp(s). If the need arises for an employee to contact the Union, facilities will be made available to make this contact.
- e. Union representative(s) will check in with the Finance Chief or Comptroller on arrival at the fire camp, and will inform the Finance Chief or Comptroller when the representative(s) is preparing to leave.
- f. 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 may 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. Safety and Health:

- a. **Physical Fitness Test Procedures:** The Forest Service will provide a qualified Emergency Medical Technician (EMT), First Responder, or individual qualified at the Red Cross Cardiopulmonary Resuscitation level (CPR) whenever the Pack Test, or other currently approved physical fitness test is administered as part of the Qualifications System. Employees who have health problems, are not feeling well at the time of the scheduled test, or who have any problems that may affect their health will disclose the information to their supervisors or the test administrator prior to taking any physical fitness test. All persons actively involved in fire suppression shall meet all requirements for the duties assigned. Physical Fitness Tests will be voluntary except for those individuals whom management determines are necessary for the Fire Management Program.
- b. **Pack Test:** Fitness and Work Capacity test is currently under consideration for being used as the sole testing method for firefighter physical fitness. The test measures not only aerobic fitness, but muscle strength and endurance. Refer to

Appendix entitled Work Capacity Test Guidelines.

- c. **Physical Fitness Policy:** Forest Service policy requires that each person who participates in fire suppression activities be physically capable of performing the duties assigned. The Parties support the need to provide official time for those persons whose red card rating requires a fitness score of moderate or arduous. Policy on the Kisatchie National Forest is to allow up to three (3) hours per week, of official time to exercise for these individuals. This time must be charged as base hours (01) and may be financed from presuppression or resource areas that use fire as a tool, such as fuels management, wildlife, silviculture, range, etc. Fitness testing will be conducted before the spring and fall fire seasons. Each individual covered by this policy is to commit to a high level of physical fitness throughout the year. The following conditions of this policy shall be met.
1. A suitable fitness program contains the following elements:
 - a. Preparation and warm-up, 10 to 15 minutes; Light exercise, such as stretching and bending.
 - b. Exercise period, 30 to 40 minutes; Running, hill climbing, strenuous calisthenics or other activities appropriate to personnel and job needs.
 - c. Cool-down, 10 minutes; Light exercise and walking.
 2. Exercising may be done at any approved federal facility/property, or at other locations approved by the District Ranger and Forest Supervisor.
 3. Employees may not use their home for training on official time.
 4. Participation in sports such as softball, volleyball, racketball tennis, golf or any other organized sport is not considered fitness activities under this policy.
 5. Each unit is required to develop a training and exercise plan and submit it to the Forest Supervisor. The plan must name the participating individuals, specify the exercise location or locations, provide an exercise schedule for participants, describe the types of exercise permitted and state how the program will be monitored to assure policy compliance.
 6. Participation in this fitness program is voluntary, however, it is important that all employees maintain a high level of physical fitness year round. The Parties agree to support the use of official time to maintain high fitness levels of the Forest's firefighting personnel.

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 for situations where residency in Government housing is a condition of employment; this policy will be established in consideration of 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 at the Forest level. Issues related to rules and policies in all housing and quarters (including bunkhouses), may be addressed by the Partnership Council.

- 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 reoccupancy 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.
3. **Quarters Inventory Survey:** 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 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 one (1) year.
5. When an employee is working and living in an isolated area with only Forest Service transportation, that employee may transport unopened alcoholic beverages as part of his/her regular groceries providing alcohol is allowed at the site.

ARTICLE 29

TRAINING

1. General:

The Parties recognize the value and benefit of a well-trained work force and the need for a well-planned and conducted training effort. A well-trained workforce allows for flexibility in dealing with and provides a better service to the public. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting Forest Service needs and Management shall administer and provide training to its employees based on work-related needs. All training should be based on need and availability of funds. The Parties further mutually agree to allow and encourage employee self-development and continuing education as provided for in FSM: 1812 through 1812.28, FSM: 1815 through 1815.38, FSH: 6109, Chapter 30 and other appropriate directives and regulations.

2.

3. Scheduling:

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/her work schedule if feasible, in order to attend. Programs to meet training needs, or revisions in existing programs will consider recommendations of the Partnership-Management Council.

3. Workforce Diversity:

The Parties will support the goal of becoming a multi-cultural organization with a diverse workforce. USDA and agency Affirmative Action Plans will be followed.

4. Records:

Management agrees to place in the employee's Official Personnel Folder (OPF) an annual summary of training furnished by the employee, and to place in the employee's OPF records of any training done on official time.

5. Expenses:

Management agrees to consider reimbursement of expenses incurred by an employee in attendance at officially approved work-related courses on his/her own time.

6. 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 30

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 appropriate level of 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. Management 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 purposes 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 line units at the Ranger District level or above;
 - b. the consolidation or merger of line units with those of another Federal agency;
 - c. the merger of a function between two or more line units at the Ranger District or above to a zone, area, or collocated operation, and shared services;
 - d. the consolidation or merger of two or more work units or functions within a work unit;
 - e. the physical relocation of 10 or more employees or 10% of the line unit, whichever is less; and
 - f. the realignment of all or part of the activities, assignments, or functions within a local unit.
- 4. When Management determines to reorganize, it will notify the Union and negotiate as appropriate under Article 10.

ARTICLE 31

WORKFORCE REDUCTION AND PLACEMENT SYSTEM

Preference: In the event that problems identified lead to modification or issuance of new USDA, Forest Service, or other Government-wide directives, and to remain consistent with those directives, the Parties agree to amend or supplement this Article as appropriate through mid-term negotiations.

1. Employee Placement During Reorganizations: Prior to the identification of positions to be abolished and employees subject to being displaced, Parties at the appropriate level may develop and use a non-competitive placement plan for employees affected by reorganizations. Any plan developed must conform to rules established at the National level, (FSH 6109.12) to insure general service-wide consistency. When employee placement under such a plan has been completed and if positions to be abolished 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 that 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 regulation.

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 34.10), and same commuting 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) Employees of the Kisatchie National Forest compete Forest-wide.

(2) This definition of "competitive area" must be used unless both parties agree that its application is incompatible with their approved organization and would result in undue disruption to the surplus employee identification process. In such situations, the parties may mutually agree to negotiate and establish a nonstandard definition. If the parties can't reach agreement on a nonstandard definition, the standard definition in Subsection 3.b.1. will be used.

c. For the purpose of this Section, "commuting area" is defined as an area including one or more duty stations in close proximity (normally 10 miles) to one another where, historically, transfers from one station to another preclude eligibility for transfer of station reimbursement.

d. The order of identification is:

(1) employees who formally decide to retire;

(2) employees who volunteer for outplacement (outside the Forest Service);

(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 Retention Register Ranking in Reduction-in-Force procedures.)

e. **Notification:** When Management identifies such employees, the affected employees will be notified by letter in person, if possible. The letter will contain:

- (1) An explanation of the reasons why the position which precipitated the employees being affected was identified, including linkages to program of work, budget, and/or organizational changes as determined in the unit's workforce analysis (see Section 2),
- (2) 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,
- (3) A person(s) to contact for any additional information regarding contents of the letter,
- (4) Reference to dispute resolution forums available in Article 9, and
- (5) An Employee Data Sheet and Skills Sheet, which include designated occupational and geographic preferences.

A copy of this notice will be given to the 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 ten (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 their 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 database. Employees who fail to complete a data sheet by an established deadline will be entered on the database 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, their career goals and personal needs.

(2) In accordance with 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, access to communications, etc.

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

government-wide programs (e.g. Interagency Career Transition Plan).

(2) The USDA Reemployment Priority List and Career Transition Assistance Plan.

(3) The Department of Labor Job Training Partnership Act programs.

c. **Outplacement Services:** Outplacement services for identified employees may be negotiated at the appropriate level.

d. **Voluntary Placement:**

(1) Management will first consider local placement of qualified employees who have been identified for displacement in their commuting area 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.

If the vacancy is not filled locally, 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.

(2) If any KNF employee expresses an interest for a specific unit outside of Region 8 and receives either an inquiry or 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 inquiry or offer had previously been declined, the employee may request and be given first consideration as described under 4.d.(1).

The KNF Management has the obligation to relay all inquiries or offers to the employee.

(3) Within Region 8 a KNF employee may receive an unlimited number of inquiries or offers, based on their geographic preference, regardless of the number of declinations.

- (4) Non-selection of employees from the WRAPS shall be based on legitimate job related reasons.
- (5) 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 sixty (60) calendar days prior to receiving notification of a directed reassignment. During the sixty (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 Kisatchie National Forest, 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) Forest Service 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 the parties, 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 normally be coordinated at the National level, 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 all Labor Organizations, and Management officials.
- A copy of any assessment report will be provided to the Union consistent with the Privacy Act.
- b. KNF system-related problems identified through monitoring will be investigated. A union representative will be invited to participate

in such investigations.

- c. The identification of any systemic problems attributable to any contract provisions will be jointly examined by the Parties and appropriate corrective action will be taken to the extent within the Parties' control.

ARTICLE 32

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 non-disciplinary reasons.
2. Management will notify the Union, depending on the scope of a proposed furlough, at least fifteen (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 that 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 Thirty (30) Days:**

a. Where furlough involves only a segment of an organization within a commuting area, 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/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 Union will be entitled to negotiate appropriate arrangements for implementation.

7. Identification of Furloughed Employees:

a. Furloughs of Thirty (30) Days or Less:

(1) **Volunteers:** When it has been determined to furlough some, but not all employees in the same competitive level within the bargaining unit, 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 RIF service computation. Non-selection of volunteers will be based on legitimate job-related reasons.

(2) If a sufficient number of volunteers are 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 Thirty (30) Days: In accordance with 5 C.F.R. 351 and OPM guidance.

8. Recall of Employees From Furlough:

a. Furloughs of Thirty (30) Days or Less: When Management recalls employees to duty in the same competitive level within the bargaining unit, 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 Thirty (30) Days:** In accordance with 5 C.F.R. 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 thirty (30) days or less (short furlough), the total number of days which the employee may be furloughed shall not exceed thirty (30) days (if consecutive) or 22 workdays (if non-continuous).

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 childcare 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 752.404 (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 33

TRANSFER OF FUNCTION

1. **Definition: 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 grad 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/her work-time; or
 - b. regardless of the amount of time the employee performs the function during his/her working time, the function

performed by the employee includes the duties controlling his/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/her to the competitive area that is gaining the function.

(5) Refer to 5 CFR 351 for further details.

3. Alternatives: Once a decision has been made to transfer a function, Management will seek volunteers only if employees identified under Method 2 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. Competing Employees: A competing employee has the right to transfer with a function if the alternative is separation or demotion.

5. Notification: Management will notify the President of Local #2528 of a proposed transfer of function at least fifteen (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 forty-five (45) days before the effective date.

6. Negotiations: 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: Competitive levels will be as described in Article 34, Section 10.

ARTICLE 34

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. To minimize the adverse impact of a RIF on employees, Management will accomplish goals otherwise achieved by a RIF, through attrition and/or cost reduction efforts whenever feasible before conducting a RIF. As a matter of policy in cases of budgetary insufficiency, Management will not resort to RIF until methods of cost reduction, to the extent feasible and not prohibited by law, have been exhausted to avoid RIF. Such methods might include every possible method of controlling discretionary expenditures such as but are not limited to:
 - (1) innovative salary saving methods, e.g., leaving positions vacant to save salary costs, promotion freezes, offering leave without pay, furloughs;
 - (2) reduction of costs associated with contracting-out;
 - (3) reduction of costs incurred related to volunteers;
 - (4) reduction of expenses associated with travel, conferences, seminars, institutes, office furnishings, and purchases of supplies and equipment.
- 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 CTAP or any other government-wide placement program in effect.
- c. FPM 351 and DPM 351 procedures will be followed by Management in processing reductions in force.

2. **Negotiation Rights:** Recognizing the Unions 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 and keep the Union informed of RIF developments.

3. **Early-Out Authority:** Management will request USDA through the Regional Office to approve early-out retirements in a significant RIF. The Union will be given an opportunity to give input into the letter submitted to USDA.
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 seventy-five (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 will be made available to the Union as soon as they are developed, which will be at least sixty (60) days prior to the effective date.
 - b. Sixty (60) 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. **RIF Notice:** The affected employees will be given a specific RIF notice at least sixty (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. **RIF Negotiations:** Matters involving RIF, are appropriate for negotiations between the Parties at the level processing the RIF including, but 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. definition 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/she might not otherwise qualify.

- g. If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement. 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. **LWOP Considerations:** 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 ninety (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 ninety (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 ninety (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/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 the Kisatchie National Forest 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. The parties acknowledge that the current FLRA case law states that competitive areas are non-negotiable. In the event the FLRA changes its position or is overruled, the parties agree to renegotiate competitive areas. Further, the parties agree that any agreement resulting from such negotiations will include those provisions found in Subsection b.
 - b. Management has determined that the competitive areas that it will use in the event of RIF will be:
 - (1) Employees of the Kisatchie National Forest compete Forest-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 11 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. **Effective Date:** The effective date of the action will be stayed ten (10) days from the date of the decision letter.
 14. **Contracting Out During RIF:** Unless the RIF was caused by a decision to contract the work, Management will not contract out work previously performed by the abolished positions for a period of one year without first offering the work to the employees separated from those positions.

15. **Management Responsibilities:** 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 Job Training Partnership Act programs.

ARTICLE 35

UNEMPLOYMENT COMPENSATION

1. The Parties recognize that unemployment is a high payroll cost with no productivity. It is also understood that the benefits governed by State laws vary greatly in their eligibility requirements and benefit amounts. The Parties agree to the following guidelines.
2. Call back of employees will be for legitimate job-related reasons and not for the purpose of disqualifying an employee from unemployment compensation.
3. Printed information that explains the State law on unemployment compensation will be given to each employee upon furlough or separation of their employment.
4. A permanent employee accepting off-season assignments in the Forest Service or other Federal Agencies outside the commuting area, will be paid travel costs and per diem as provided in the Federal Travel Regulations. Should the work with another Federal Agency be the result of a proper second appointment, then travel and per diem might not be payable. If Government-owned or leased quarters are available, they will be provided rent free and per diem will be at a reduced rate in accordance with established Region, Station, Area, or Forest Policy.
5. Offers of work outside the commuting area with the Forest Service, other Federal Agencies, or private industry:
 - a. If an employee refuses an offer of work outside the commuting area during a period when unemployment compensation is being paid, the Forest Service will not appeal the continued payment of such benefits unless the Forest Service believes that State law disqualifies the employee because of such refusal.

Similarly, the Forest Service will not contest the initial claim in eligibility by reporting such refusal unless the Forest Service believes that the refusal is disqualifying under governing State law.

- b. Offers of employment outside the commuting area will not be made for the purpose of disqualifying an employee for unemployment compensation.
 - c. If a refusal is based on a genuine hardship situation for the employee, the Forest Service will not contest an unemployment claim, unless management believes that State Law disqualifies the employee for unemployment compensation.
6. Management will provide affected employees with appropriate forms when available from the State and general information on how to qualify for unemployment compensation. Eligible employees are determined by the appropriate State or Governmental authority.

ARTICLE 36

VOLUNTEERS AND GOVERNMENT SPONSORED WORK PROGRAMS

1. **General Policy:** In accordance with law, the Volunteer Program and other human resource 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 in supervisory positions.
2. **Impacts:**
 - a. The Parties recognize that Human Resource 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 37

CONTRACTING OUT OF WORK

1. General:

- a. Management will follow the principle 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 C.F.R. 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 thirty (30) days prior to beginning a cost-comparison study for any contracting out of work 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.

1. OMB Circular A-76:

- a. When an A-76 cost study is being conducted and when an advisory/steering group is established, Management will invite the Union President or his/her designee to participate.
- b. The Union will be invited to participate in any training sessions on preparation of a commercial activity review.

1. **Notification:** 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. Concerns by the Union regarding contracting of work which might affect the bargaining unit, may be addressed through the Partnership Council.

2. Management Study – Streamlining:

- a. To ensure cost savings and efficiency for Kisatchie National Forest, 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 OMB Circular A-76.

- b. When cost-comparison studies involve discussion with employees, the union will be given an opportunity to be present.
 - c. On request, Management will give the Union a copy of performance indicators and job analysis. Unless it's 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 during the development and preparation of the performance work statement.
 - e. The Union will have thirty (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 thirty (30) days is not practicable due to circumstances.
1. **Performance of Work Statement (PWS):** A copy of the Performance of Work Statement will be made available to the Union, upon request.
 2. **Information:** Upon request, Management will provide the Union President 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;

1. Management will provide an opportunity upon request for a Union representative in the "walk through" by bidders of the function undergoing a cost study.
2. The Union will be given the opportunity to attend public bid openings and review in house estimates after the bid opening.
3. Management recognizes the "right of first refusal" required by OMB Circular A-76, Part I, Chapter 3© at I-18 (1983 ed.) 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 RIF procedures.
4. **Appeals:** The Union may appeal the cost-comparison decision in accordance with the procedures set forth in FSM 1312 and OMB Circular A-76.
5. The Union has the right to grieve contracting out determinations in accordance with current case law at the time the determination is made.
6. Management will provide the Union with a copy of the A-76 inventory at least annually.
7. If contracting out of work or streamlining adversely impacts on bargaining unit employees, the Union and Management will negotiate procedures and appropriate arrangements, at the Union's option, per Article 10.
8. Management will exert maximum effort to find suitable employment for any displaced employees affected by contracting out decisions, per this Agreement.

ARTICLE 38

VOLUNTARY ALLOTMENT OF UNION DUES

1. Any employee of the Kisatchie National Forest 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 the AFGE pursuant to the terms of the Agreement between the U.S. Department of Agriculture and the National Office, AFGE (see Appendix D). Management will notify all bargaining unit employees and the Union of any changes made in the AFGE/USDA Agreement.
2. Should the Agreement between the U.S. Department of Agriculture and the American Federation of Government Employees 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 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 or the Union may 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. Also, when an employee changes from one Local to another, Form AD-356, Dues Change Between Locals Within a National Labor Organization, must be completed. The gaining unit should process the Form AD-356 for employees transferring to an organized unit. The losing unit should process Form AD-356A, Cancellation of Withholding of Dues to Labor Organizations and Associations of Supervisors or Managers, for employees transferring to an unorganized unit or to a unit where the employee is no longer a member of the bargaining unit (e.g., professional employee to non-professional bargaining unit).

ARTICLE 39

PERSONAL HARDSHIP

1. **General Policy:** Any employee may request special consideration due to personal hardship. Personal hardship is an appropriate consideration in any management action affecting employees.
2. Hardships are involuntary situations outside of the employee's reasonable ability to control which affect the health and welfare of the employee or his/her family. Some examples of situations that may be determined to be significant hardship, based on a full view of the facts and circumstances, may be:
 - 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/her family at work or in the community.
 - d. Specific situations related to marital status, such as divorce, reconciliation, sibling care issues, spousal placement (dual career) due to Management directed action, etc.
3. **Process:**

- a. The employee may request assistance and advice through the Employee Assistance Program, and may authorize the EAP counselor to share information regarding the hardship situation with management.
- b. The employee is to present his/her case, including applicable medical or other relevant documentation through channels, to the management official having authority to grant the requested action. Where confidentiality is a legitimate concern, the employee may bypass his/her immediate supervisor.
- c. The management official will have authority to determine whether a hardship exists. Before making the final determination the management official can request additional information from the applicant.
- d. Management will notify the employee as quickly as possible, but no later than thirty (30) days after that the hardship request and all relevant documentation have 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 the negotiated grievance procedures.

ARTICLE 40

OVERTIME

1. Basis and Responsibility: The assignment of overtime work will be based upon mission, workload requirements, and compliance with appropriate legal and regulatory requirements. Furthermore the Parties recognize a mutual responsibility for expeditious and efficient service to the public, including the need for a willingness on the part of employees to be available when workloads require the use of overtime. The Parties agree that the assignment of an individual to overtime work or the denial of such assignment will not be made to reward or discipline an employee. Overtime may be ordered of an employee when work requirements so dictate, however an employee will be excused from overtime assignments when the employee's health or safety would adversely be affected by the assignment or for other reasons acceptable to Management. In cases where working overtime work would create a personal hardship for an employee, management will consider other available options prior to assignment of the overtime work.

If it is determined that the amount of overtime worked in a particular occupation or unit is excessive, Management will review the situation to consider the need for adding additional positions; full-time, part-time, or intermittent. Recommendations and comments by the Union will be considered. Overtime payments will be made in 15-minute increments.

2. Assignments: Overtime assignments will be distributed and rotated equitably among available qualified employees within a local unit. The Union Steward or other Union representative may consult with the Supervisor or Line Officer concerning the assignments of overtime in an effort to keep the overtime work equal among all employees. The Parties recognize that equitable is not necessarily equal in terms of number of overtime hours assigned or worked. It is understood by the Parties that certain specialized overtime needs will be required more than others and will be exempt from the rotational requirements, (i.e. contracting officers, inspectors, heavy equipment operators, fire fighters with special qualifications and skills). The Parties recognize that entitlement to overtime for hours worked varies considerably based upon tours of duty, the relationship of overtime needs to an employee's regular assignment, and the work schedules of individual employees. Units are encouraged to establish and maintain a rotation system for Fire Standby to ensure that all qualified employees have equal opportunity and responsibility for standby assignments.

3. Scheduling:

a. Management will strive to provide employees with a 24-hour advance notice, or notice at the earliest possible time after a decision to assign overtime has been made. The Parties recognize that in emergency situations, advance notice is not always possible. Advance notice is not necessary for pre-posted fire standby assignments. The Parties agree that Management will monitor overtime usage at the Forest level. Management agrees to provide information regarding overtime assignments and usage, to the Union upon written request.

b. Development of Standby Schedules: When developing Standby Schedules, the parties agree to reasonably consider the need of BUE's to have a period of rest and/or personal time off from standby status. Such consideration shall be fairly and equitably executed in determining these periods. If, due to unforeseen circumstance, a BUE is called in to work standby that had not been scheduled for that BUE, the parties agree that every reasonable effort will be made to provide a substitute period off standby status for the affected BUE to let them use their personal time off or scheduled days off as soon as possible.

4. Call-back, Lunch, and Breaks: Employees called back to work outside of their basic work schedule shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two hours. It is understood that this provision only applies when an employee is not already at the work site. The purpose of the 2-hour guarantee is to compensate employees for the special trip back to the work site. Employees called back to work outside their normal work week will be released promptly upon completion of the task they were called back to complete. Employees who work overtime shall be allowed a fifteen (15) minute paid break for each 4-hour period worked. If an employee is working at least a block of eight hours overtime, a thirty (30) minute non-duty lunch period will be authorized.

5. **Unscheduled Overtime:** The Parties understand and agree that work "suffered or permitted" by the non-exempt employees of the KNF will be considered time worked, and that employees will be compensated as appropriate. Unscheduled emergency overtime will commence at the time work commences. Employees who are non-exempt under FLSA will not be permitted to work in excess of their scheduled tour without overtime pay or other appropriate remuneration. Non-exempt GS employees may earn compensatory time in lieu of overtime in accordance with law and the applicable regulations.

ARTICLE 41

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 four (4) 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 one hundred and five (105) calendar days nor less than sixty (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 ninety (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 midterm bargaining process except by mutual agreement or where necessitated by statutory changes.

2. **Printing and Distribution:** The Kisatchie National Forest will print 500 copies of this Agreement. Each District, and all employees of the Supervisors Office, will be provided with sufficient copies but no more than one copy for every employee, including managers and supervisors. New employees of the bargaining unit will be provided copies by the Forest Personnel Office according to Article 12. The President of AFGE Local #2528 will be provided with one half (1/2) of the remaining copies and the other half (1/2) will remain with the Forest Personnel Office for distribution to new employees and supervisors.

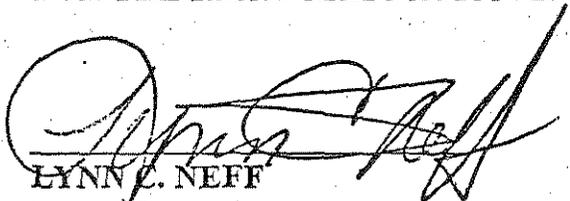
3. **Effective Date and Termination:** The effective date and termination date of the Agreement shall be printed on the cover.

AGREEMENT SIGNATURE SHEET

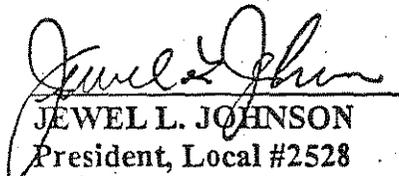
In witness thereof, the Parties hereto executed this basic Labor-Management Agreement on July 12, 2001. The effective date of this Agreement is August 8, 2001.

FOR THE KISATCHIE NATIONAL FOREST:

FOR THE UNION:



LYNN C. NEFF
Forest Supervisor
Kisatchie National Forest



JEWEL L. JOHNSON
President, Local #2528
American Federation of
Government Employees

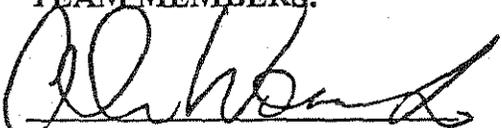


BOBBY J. SEBASTIAN
Chief Negotiator
District Ranger, Catahoula Ranger District
Kisatchie National Forest



ANDREW L. BRUMSEY
Chief Negotiator
National Representative
10th District
American Federation of
Government Employees

TEAM MEMBERS:



ALVIN WOMACK
District Ranger, Caney Ranger District
Kisatchie National Forest



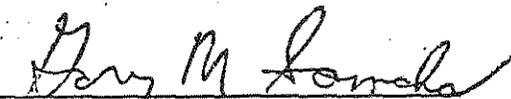
BRENDA M. MAXEY
Contract Specialist
Western Operations Center
Kisatchie National Forest



GLENN COLEMAN
Resource Assistant
Calcasieu Ranger District
Kisatchie National Forest



TIMOTHY P. PHILLIPS
Archeology Technician
Winn Ranger District
Kisatchie National Forest



GARY SAMAHA
Labor Relations Specialist
Southern Region (R-8), USDA FS

APPENDIX "A"

ACRONYMS USED IN THIS AGREEMENT

| | |
|------|--|
| AAA | American Arbitration Association |
| AAP | Advanced Acquisition Plan |
| AD | Alternative Discipline |
| AFGE | American Federation of Government Employees |
| ADR | Alternative Dispute Resolution |
| AWP | Alternative Worksite Program-Telecommuting |
| AWS | Alternative Work Schedule |
| BAT | Breath Alcohol Technician |
| CDL | Commercial Driver's License |
| CDP | Career Development Plan |
| CFR | Code of Federal Regulations |
| CREA | Civil Rights Enforcement and Adjudication (USDA) |
| CU | Clarification of Unit Petition |
| DOL | U.S. Department of Labor |
| DOT | Department of Transportation |
| EAP | Employee Assistance Program |
| EC | Electronic Communications System |
| ECP | Employment Complaint Program |
| EEO | Equal Employment Opportunity |
| EEOC | Equal Employment Opportunity Commission |
| EMT | Emergency Medical Technician |
| EO | Executive Order |
| ER | Employee Relations |
| FECA | Federal Employees Compensation Act |
| FLSA | Fair Labor Standards Act |
| FLRA | Federal Labor Relations Authority |
| FMCS | Federal Mediation and Conciliation Service |
| FPM | Federal Personnel Manual |
| FSH | Forest Service Handbook |
| FSIP | Federal Services Impasses Panel |
| FSPC | Forest Service Partnership Council |
| FTR | Federal Travel Regulations |
| GAO | Government Accounting Office |
| IPP | Interagency Placement Program |
| LE&I | Law Enforcement and Investigations |
| LMR | Labor Management Relations |
| LWOP | Leave Without Pay |
| MSPB | Merit Systems Protection Board |
| NDCS | National Drug Control Strategy |
| NFC | National Finance Center |
| 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 | Occupational Workers Compensation Program |
| PIP | Performance Improvement Plan |

PMS Performance Management System
RIF Reduction In Force
RO Regional Office
RSAC Regional Special Agent in Charge
TDP Test Designated Position
SWCRC Service-wide Civil Rights Committee
TOF Transfer of Function
ULP Unfair Labor Practice
WO Washington Office
WRAPS Workforce Reduction and Placement System
USC United States Code (Law)
USDA United States Department of Agriculture
USDI United States Department of Interior
VDT Video Display Terminal

APPENDIX B

United States
Department of
Agriculture

Forest
Service

Kisatchie
National
Forest

File Code: 6100
Route To: 6400

Date: September 22, 1997

Subject: Smoking Policy

To: All Employees

This is the approved Smoking Policy for the Kisatchie National Forest and the Alexandria Forestry Center. Please be guided by the following non-smoking and smoking designated areas:

NON-SMOKING AREAS

Front door entrance to Administration building (main entrance to lobby);

Front door and aide entrance doors on the first (1st) and second (2nd) floors on the north side of the Administration Building (side facing trailer);

Second (2nd) floor entrance on the south side (B&F Office);

Entrances at the loading dock loading into building;

Entrance at back of building, leading from parking lot into the building (hallway to research and video labs);

Side entrance on the north side where deck is located (door leading into RWU-4501 area in Research building);

SMOKING AREAS

Entrances on the third (3rd) floor in the Administration building (either side);

Side entrance on first (1st) floor southside in the Administration building (facing VA housing area);

Any side entrance on the southside of the Research building;

Entrance on the north side of the Research building leading into the RWU-4701 area;

Deck area located in the back of Engineering building;

SMOKING POLICY

The 15 foot rule will apply to any other buildings in the complex,

For the District facilities, the 15 foot rule will apply in all entrance areas. (District Rangers may want to evaluate the need to provide a covered area for employees if appropriate).

Appropriate signs will be posted in all designated smoking and non-smoking areas,

There will be a non-smoking policy for motor vehicles on all units. Smoking is prohibited in USDA owned and GSA or commercially leased vehicles.

/c/Danny W. Britt

DANNY W. BRITT
Forest Supervisor
Kisatchie National Forest

/s/Jim Barnett

JIM BARNETT
Director's Representative
Southern Research Station
Alexandria Forestry Center

/os/David D. Drummond

DAVID B. DRUMMOND
Field Representative
Forest Health Protection
Alexandria Forestry Center

APPENDIX C

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF AGRICULTURE AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

This Memorandum of Understanding is between the Department of Agriculture, hereinafter referred to as USDA, and the American Federation of Government Employees, hereinafter referred to as AFGE.

- I. It is agreed that this Agreement is subject to and governed by CSRA.
- II. The individual employee of the USDA who is a member of the AFGE and included within an exclusive unit shall obtain his/her SF-1187, REQUEST AND AUTHORIZATION FOR VOLUNTARY ALLOTMENT OF COMPENSATION FOR PAYMENT OF EMPLOYEE ORGANIZATION DUES, from AFGE and shall file it with the designated AFGE representative, who will forward it to the Personnel Office of the Agency. In those cases wherein management and the union disagree regarding the eligibility of an employee for dues withholding, both parties acknowledge that such representation disputes are the sole function of the FLRA and accordingly agree that the dues of such an employee shall be placed in an escrow account pending an appropriate Authority determination. The employee shall be instructed by AFGE to complete Part A and Part B. No other number must appear in the block provided as "Identification Number" except the employee's Social Security Number.
- III. Deductions will be made each pay period by the USDA and remittances will be made each pay period to the National Office of the AFGE. Remittances shall be accompanied by a computer tape, one for each pay period, by Locals, showing the names of the member employees from whose pay dues were withheld, the amount withheld, the code number of the Local to which each employee member belongs, social security number, and will be summarized to show the number of members for whom dues were withheld, total amount withheld, and the amount due the Local. Each tape will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made whether due to leave without pay or other cause. Such employee shall be designated with an appropriate explanatory term.
- IV. It is agreed that Part A of SF-1187, including the insertion of code numbers of the AFGE (52) and appropriate Local number, will be executed by the Financial Officer of the Local to which the employee member belongs or by the National Secretary-Treasurer of the AFGE, if the member is a member-at-large. The amount so certified shall be the amount of the regular dues (exclusive of initiation fees, assessments, back dues, fines and similar charges and fees). One standard amount for all employees or different amounts of

dues for different employees may be specified. If there should be any change in the dues structure or amount, a blanket authorization listing each employee's name and social security number, and the amount of dues to be withheld will be submitted to the appropriate payroll office. The listing will be identified by labor organization and Local codes. Only one such change may normally be made in any period of twelve consecutive months for a given Local.

V. The payroll office of the USDA will terminate an allotment per a request received in accordance with any one of the following:

- (1) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
- (2) at the end of the pay period during which an employee member is separated from the USDA;
- (3) at the end of the pay period during which the payroll office receives notice from the AFGE or a Local of the AFGE that the employee member has ceased to be a member in good standing;
- (4) effective September 1, 1979, and each September 1 thereafter for all allotments in effect as of September 1, 1978.
- (5) on the annual anniversary date of each allotment completed after September 1, 1978.

VI. The USDA payroll office will send to the National Financial Officer of the AFGE a copy of each written revocation of an authorization which it receives. Revocation must be submitted to the appropriate Local in writing over the signature of the member on the Standard Form II 8 8 and must be submitted to the appropriate Personnel Office not earlier than the first day of the month prior to the annual date upon which revocation may be effected in accordance with the above.

Agreed to on the 15th day of January, 1979, and as amended by FLRA decision No. O-PS- I on April 19, 1979.

/s/JW Fossum
JW FOSSUM
Director of Personnel
US Department of Agriculture

/s/KT Blaylock
KT BLAYLOCK
National President
American Federation of
Government Employees

6/22/79
Date

6/22/79
Date

APPENDIX - D
WORK CAPACITY TEST GUIDELINES

1. The Work Capacity Test will be utilized as the sole test to assess firefighter fitness beginning in the fall of CY 2000 upon implementation of all agreed upon pre-test items. The requirements to implement the WCT will provide for the health and safety of personnel in the fire program - from the early stages in identification of employees to participate in fire programs, then through physical fitness training, fitness testing and, ultimately, during fire activities.
2. Employees interest in taking the WCT will receive written material and view video at least 6 weeks prior to taking the actual "pack" test. These materials are "The Pact Test brochure issued 2/98, "Fitness and Work Capacity" (2nd edition) issued April 1997, "Fit to Work" brochure, and the video "Work Capacity Testing for Wildland Firefighters and Support Personnel." Test preparation information will be made available to all employees with information on the Forest web page plus having several copies at each ranger district and forest supervisor's office.
3. A health screening process is required for all persons desiring to participate in Arduous or Moderate level positions on wildland fire incidents or to participate in prescribed burning projects. Persons desiring to work in Light level positions or positions requiring no level of fitness will be recommended to review the health screening information for their own benefit but will not be required to submit health information. The screening process is designated to identify persons whose health would be at risk working at the Arduous or Moderate level positions on fires, those at risk when taking the work capacity test, or even training to take the test.

The screening process would take place prior to employees beginning training for the WCT or at least 6 weeks prior to the test date. The WCT will be conducted once annually or as soon as possible following changes in personnel status (new hires, transfers, etc.). The Kisatchie National Forest will continue to physically test firefighters once each year in the months of January and February unless modified by agreement and manual supplement to only once per year. However, physical exams would only be conducted once per year in the months of January and February. New (temporary and permanent) employees whose position will require Arduous level fitness will be given a physical exam prior to being employed at Forest Service expense. Current FS employees will voluntarily participate in the health screening unless the Moderate or Arduous fitness level is required for their current or intended position.

The screening process for permanent or current employees will consist of completing a Health Screening Questionnaire (HSQ) at least 6 weeks prior to the WCT. Employees aged 45 or younger who have identified risk factors on their HSQ will be referred to a medical provider for a physical exam. Employees age 46 or older will be required to take an annual medical exam, typically in the fall, regardless of current health if desiring to take the WCT. The HSQ is a self screening questionnaire developed by the American Heart Association and the American College of Sports Medicine and is a single-page document to be completed by the individual. The HSQ will guide the person completing it based on his/her responses whether or not to proceed with exercise or to consult a healthcare

provider before proceeding. It is a confidential document and must be handled accordingly.

All current employees desiring to take the WCT and all new employees or current employees who are required to pass the Arduous or Moderate fitness level as part of their position requirements will be required to return the completed HSQ form to the Fire Program Manager for review and action. If a medical exam is needed based on the responses to the HSQ or is required due to age, a physical examination at the FS contract provider will be conducted. If the employee insists on using their own physician, the case must be reviewed by the Fire Program Manager and, if concurrence is granted, the payment of the exam will be at the employee's expense. If an employee does not receive clearance by a medical provider when it is required, the employee will be notified to cease training on official time and will not be allowed to take the WCT until medical clearance is obtained.

All casual (EFF or "AD") firefighters will be given pre-employment physical exams at FS expense. Test Administrators must be able to document that each test participant has one of the required forms of documentation (either a HSQ with no unacceptable risks or a clearance form from a medical provider). When physical exams are ordered, the FS will provide the examining physician (FS contractor or personal) instructions using a SF-78, Certificate of Medical Examination, showing name of person to be examined, a description of what the person will be required to do on fire assignments, what medical parameters are to be evaluated to provide a medical opinion as to suitability of the person examined to perform the duties under the conditions described.

4. The Kisachie National Forest will continue to be in effect authorizing employees training for moderate and arduous level fire positions up to 3 hours of official time per week for exercise at approved locations. This training may occur yearlong to enable employees to maintain fitness levels required for the WCT. Employees who utilize official time for exercise will be expected to make themselves available for fire assignments and local prescribed burn projects.
5. The Union representatives will receive a copy of all required test preparation documents including each unit's medical plan, training plan and job hazard analysis. In addition, they will receive a list of test administrators, locations for each test and testing dates, all in time to review them prior to testing each year.
6. Testing locations will have all portions of the walkway visible to administrators at all times and the entire route will be available to 2WD emergency vehicles. Testing locations will have certified EMT's with full life-support systems with either an ambulance or air ambulance services available during the test administration.
7. Test administrators will receive mandatory annual training and two administrators will be required on each test site during testing. Test administrators will have the authority to disallow participants from taking the test or continuing the test if, in their judgment, the employee will suffer injury from the test. Test administrator will have a "critical

incident checklist" (emergency medical information) at hand and know how to implement it. A checklist or information regarding warning signs of potential injuries causing situations will also be available to administrators. This checklist will act as a guide to aid the test administrators in determining when to stop a testee who may be having trouble completing the test. The Union President or his/her designee will be provided the opportunity to attend the test administrators training.

8. Enforcement of the standard for footwear types to wear for testing (ankle-high footwear) and tolerance of a variety of pack styles furnished by the Forest Service is agreed to.
9. An "Employee Work Capacity Test Record" will be completed by each test participant the date of testing. The record will include a statement that states "I have prepared for the WCT" and also includes a signature block that must be signed by all testees.

