



**Agreement between  
USDA Forest Service  
and  
American Federation of  
Government Employees  
(AFGE) Local 3365**



**PREAMBLE**

Pursuant to policy set forth in Chapter 71, Title 5, U.S. Code and subject to all existing or future applicable statutes and regulations issued by the Office of Personnel Management (OPM), the Department of Labor, the Department of Agriculture and the Forest Service, and to agreements and amendments that may be negotiated at a later date, the following articles constitute an agreement made in good faith, by and between the Boxelder Civilian Conservation Center, hereinafter referred to as "Management," and Local No. 3365, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "Union." Management and the Union recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the Boxelder Civilian Conservation Center and that this mutual interest will be furthered by the establishment, and maintenance of labor-management cooperation pursuant to Chapter 71, Title 5, U.S. Code.

November 7th 2018

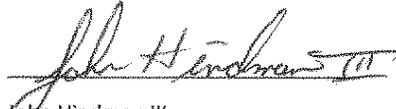
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For USDA Forest Service

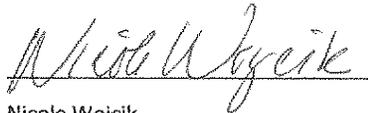


Michael Deveraux  
Management Chief Negotiator

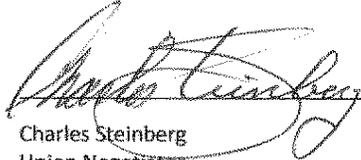
For AFGE Local 3365



John Hindman III  
Union Chief Negotiator



Nicole Wojcik  
Management Negotiator



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## **ARTICLE 1**

### **Recognition**

**Section 1.** Management recognizes the Union as the exclusive representative of all bargaining unit Employees in the unit as defined in Section 2 below, and the Union recognizes the rights and obligations of Management to manage the Center. The Union agrees to represent all bargaining unit Employees in the unit in a fair and equitable manner with respect to grievances, bargaining, personnel policies, practices and working conditions without regard to Union membership, race color, religion, sex, age, national origin, political affiliation, marital status or disability.

**Section 2.** The Exclusive Representation Unit is: All Employees of the Boxelder Civilian Conservation Center including professional Employees. Excluded are all Employees engaged in Federal Personnel Work in other than a purely clerical capacity, management officials, and supervisors and guards, as defined in Chapter 71, Title 5, U.S. Code.

## **ARTICLE 2**

### **Definitions and General Provisions**

**Section 1.** The following listed or referenced definitions of terms or words are agreed upon to assist in the clarification of the interpretation, application and administration of the terms of this agreement.

**Section 2.** The definition of terms or words in 5 U.S.C. Chapter 71, will apply to this agreement. Interpretation of terms or words will be governed in the same manner that the provisions of Chapter 71 of Title 5, U.S.C. are required to be interpreted under 5 U.S.C. 7101; in a manner consistent with the requirement of an effective and efficient Government.

**Section 3.** References to Employees (capitalized) or unit employees will refer only to Employees included in the exclusive representation unit. References to employees (lowercase) or Department employees will take the meaning of employees as generally defined in 5 U.S.C. 7103.

**Section 4.** References to work supervisor or supervisor will refer to the immediate supervisor of an Employee or the supervisor's designated acting

**Section 5.** References to "Union Representative" will refer to an official of the Union, or any other person specifically designated by the Union to represent the Union in dealings with Management, whether or not the official or representative so designated is employed by the Federal Government.

## **ARTICLE 3**

### **Purposes Served by this Agreement**

**Section 1.** 5 USC 701 (a) (1) (Whereas) experience in both private and public employment indicates that the statutory protection of the employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them--

- A. safeguards the public interest,
- B. contributes to the effective conduct of public business, and
- C. facilitates and encourages the amicable settlements of disputes between employees and the Employer involving conditions of employment; and

Whereas the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government. Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest.

**Section 2.** The Employer recognizes the right of employees to organize and express their views collectively, that participation of Union representatives when personnel policies change in the negotiation and implementation of personnel policies, practices or working conditions affecting them contributes to the effective conduct of Boxelder Civilian Conservation Center, that the effective administration of Boxelder Civilian Conservation Center and the well-being of its employees require that orderly and constructive relationships be maintained between the Union and management officials, and that effective labor management cooperation requires a clear statement of the respective rights and obligations of the Union and the Employer.

**Section 3.** 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 who have entered into agreement primarily for the following reasons:

- a. to improve the efficient administration and management by means of obtaining the active interest, support and cooperation of employees in determining and maintaining general working conditions that are satisfactory to them and that contribute to the efficiency of the Federal service to the public. This includes the following objectives:
  - 1. to promote fair and reasonable working conditions;
  - 2. to promote improved programs designed to aid employees in achieving their acknowledged and recognized job-related objectives;
  - 3. to promote the highest degree of morale in the employee.

- b. to establish a basic understanding relative to matters affecting conditions of employment under this agreement;
- c. to facilitate the adjustment of grievances and disputes in carrying out the intent in U.S. Code, Section 7121.
- d. to promote effective employee/management relations between the employer and employees; and
- e. to provide a safe and healthful work environment.

#### **ARTICLE 4**

##### **Rights and Obligations of Management**

**Section 1.** 5 USC 7106. Nothing in this agreement shall affect the authority of Management-

- A. to determine the mission, budget, organization, number of Employees, and internal security practices; 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 such Employees;
  - 2. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall be conducted.
  - 3. with respect to filling positions, to make selections for appointments from-
    - a. among properly ranked and certified candidates for promotion; or
    - b. any other appropriate source; and
- C. to take whatever actions may be necessary to carry out the mission during emergencies.

**Section 2.** Nothing in this agreement shall preclude Management and the Union from negotiating 5 USC 7106 (b)--

- a. at the election of the Agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
- b. procedures which Management will observe in exercising any authority under this section; or
- c. appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such Management officials.

**Section 3.** To the extent that Management policies are in conflict with this agreement, the provisions of the agreement will govern, except for Management policies for which there is a compelling need.

**Section 4.** Management will observe all rules of conduct established by law, department regulation, Agency and Center Policy.

## **ARTICLE 5**

### **Rights and Obligations of Employees**

**Section 1.** 5 USC.71, Each Employee will have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee will be protected in the exercise of such right. Except as otherwise provided under this agreement such right includes the right-

- A. to act for the Union in the capacity of representative and the right, in that capacity, to present the views of the Union to Management and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- B. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under Chapter 71, U.S. Code, Title 5.

**Section 2.** It is further agreed that the rights described in Section 1 preceding do not extend to participation in the Management of labor organization or to acting as a representative of any such organization where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an Employee.

**Section 3.** Employees have the right to bring matters of personal concern to the attention of the appropriate Union or Management official in accordance with applicable laws, rules, regulations and established policies, and to choose their own representative in a grievance or appeal action which is consistent with law and regulations. Under certain circumstances, agencies can oppose an employee's choice of represented such as when the choice presents a conflict of interest.

**Section 4.** The Union and Management agree that all provisions of this agreement and of applicable laws, Chapter 71, Title 5, U.S. Code, as amended, and regulations will be applied fairly and equitably to all Employees in the unit.

**Section 5.** 5 USC 71, nothing in the agreement will require employees to become or remain a member of the Union, or to pay money to the organization except to a pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**Section 6.** It is agreed that Employees will have access to their official personnel folders in accordance with existing regulations. No material of any nature, which might reflect adversely upon an Employee's character or career, will be placed in the employee's OPF without the Employee's knowledge. Files maintained by Boxelder Civilian Conservation Center should contain only information that is job related. The employee will have the opportunity to

comment on and initial all such entries, which will merely acknowledge the entry but not the accuracy.

## **ARTICLE 6**

### **Rights and Obligation of the Union**

**Section 1.** 5 USC 7714, the Union, which has been accorded exclusive recognition, is the exclusive representative of the Employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the unit. An exclusive representative is responsible for representing the interests of all Employees in the unit it represents without discrimination and without regard to labor organization membership. The employee, will be given the opportunity to be represented at-

#### ***Formal***

- A. any formal discussion between one or more representatives of Management and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or;

A formal meeting between one or more management representative (supervisor, personnel specialist, etc.) and at least one unit employee to discuss: personnel policies, practices and or working conditions or an active grievance or appeal. All of the following factors MUST be present in order for there to be a "formal discussion":

#### ***Attendance***

At least one management representative and one unit (employee covered by the collective bargaining contract).

#### ***Discussion Topic***

Conditions of employment (heating, smoking areas, desk location, parking, etc.)  
Grievances or appeals.

#### ***Formality***

Scheduled. Agenda. Notes/Minutes. Required.

#### ***Roles and Requirements***

##### ***Management***

Notify union representative. Provide opportunity to attend.

*Union*

Attend as representative, if they desire. Relevant questions and comments.

***Weingarten Rights***

- B. any examination of an Employee in the unit by a representative of Management in connection with an investigation if;
1. the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
  2. the Employee requests representation. Every reasonable and prudent effort will be made to conduct such meetings on official time.
  3. Weingarten Rights will be posted on all common bulletin boards at Boxelder Civilian Center. All formal and Weingarten meetings will be conducted on official time.

**Section 2.** The right to be present during formal discussions between Management officials and Employees does not extend to informal discussions.

**Section 3.** The Union agrees to assist Management in efforts to improve safety practices, combat tardiness and absenteeism, encourage energy conservation, develop effective work relationships, promote understanding of personnel policies, practices, conditions of employment and provisions of this agreement, and to encourage the submission of suggestions and cost reduction ideas.

**Section 4.** It is agreed that internal business of the Union such as soliciting membership, collecting dues, electing officers, meetings, conferences, and distribution of literature will be conducted during the non-duty hours of the employees involved.

**Section 5.** The Union has the right to represent an Employee at appeals and grievances proceedings if so requested by the Employee. It is agreed that the Union will be provided the opportunity to be present at the adjustment of a grievance of an Employee even though the Employee may not have chosen a representative of the Union.

**Section 6.** Management will recognize duly elected officials and Union representatives appointed by the Union, and those individuals designated, in writing, by the Union to be Union representatives. The union will provide management with a listing of representatives by name on a quarterly basis or as needed.

**Section 7.** Reports, recommendations, reviews, assessments, evaluations and costs incurred from management therefrom regarding all grievances and complaints involving the Employees will be given to the President of the Union or his/her designee upon request, subject to the availability of data and in accordance with the Privacy Act and/or FOIA, current case law, and information request requirements (5 USC 7114 (b) (4)).

**Section 8.** Management recognizes the right of the Union to file alleged unfair labor practice (ULP) charges when the Union believes Management has taken an action that violates the provisions of 5 USC 7116 (a). Prior to ULP being filed, the filing party will file a "Notice of Intent" to file a ULP. The "charged" party will have 15 calendar days to respond.

## **ARTICLE 7**

### **Negotiations**

**Section 1.** It is agreed and understood that matters appropriate for negotiation between the parties are policies, practices, and procedures related to working conditions which are within the discretion of Management including, but not limited to, such matters as safety, training, Labor-Management cooperation, methods of adjusting grievances, appeals, leave, promotion plans, details, and other issues; affecting conditions of employment that are more than de minimis as required by Chapter 71, Title 5, U.S. Code and case law.

**Section 2.** In prescribing directives relating to personnel policies, practices and working conditions, Management will have due regard for the obligation imposed by Chapter 71, Title 5, U.S. Code. However, the obligation to meet and negotiate does not include matters excluded by provisions of Article 4 and law as required by Chapter 71, Title 5, U.S.—Code. This does not preclude the parties from negotiating agreements on the procedures and impact of implementing substantive changes required by law or regulation issued at higher level.

**Section 3.** Prior to publishing any new or revised Center or National Job Corps policy effecting substantive working conditions in the unit, Management will ask for comments from the Union or will otherwise advise of the intent to negotiate new or revised policy statement. A period of twenty-one calendar days from date of receipt will be allowed for reply, unless otherwise agreed.

## **ARTICLE 8**

### **Impasses in Negotiations**

**Section 1.** When the Union and Management determine that an impasse ~~has~~ been reached on an item in negotiation, the item will be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties will once more attempt to resolve any existing impasse items.

**Section 2.** If the Union or Management concludes that an impasse has been reached on an issue, ether party may request mediation from FMCS by stating its position in writing, together with a notice of intent to request mediation. Within twenty-one fourteen calendar days after receipt of the notice the other party may submit, in the interest of compromise, a counter

proposal. Failure to submit a counter proposal within these twenty-one calendar days will constitute agreement to proceed with mediation.

**Section 3.** If, after discussion between the parties of the counter proposal submitted in accordance with Section 2 above, either party concludes that the impasse still exists, it will thereupon notify the other party in writing and request mediation as indicated in Section 4 below.

**Section 4.** Within twenty-one calendar days after either or both parties conclude that the impasse still exists, either or both parties will request the Federal mediation and Conciliation Service (FMCS) to provide mediation service in accordance with the procedures set forth in the regulations of the service.

**Section 5.** The above does not preclude either party from presenting, in the interest of reaching an agreement, a substantive counter proposal at any stage in this procedure that would continue negotiations without the assistance of mediation.

**Section 6.** It will be the function of the mediator to assist both parties without taking sides. The mediator will make no public recommendations concerning issues.

**Section 7.** When the service of the Federal Mediation and Conciliation Service fails to resolve a negotiation impasse, the issue involved will be referred within 21 days to the Federal Impasse Panel by the Local and/or Center Director, or both, in accordance with Chapter 71, Title 5, U.S. Code, as amended.

## **ARTICLE 9**

### **Union Representation**

**Section 1.** Management recognizes the need for Employees to have reasonable access to Union representatives in order to facilitate the accomplishment of Labor-Management relations business as provided in 5 USC 7101 and to further the Union's communication to the Employees whom it represents under communication to the Employees whom it represents under exclusive recognition. It is also recognized by both parties that the supervisors and the Union representatives must work together in good faith and must cooperate with each other within the gambit of their relationship in promoting and maintaining high morale and professional attitudes.

**Section 2.** Management recognizes the right of the Union to designate Union representatives. It is understood that the Union, in appointing such Union representatives, does so for the express purpose of improving Employee-Supervisor relationships by helping to settle real or imaginary problems at the lowest possible organizational level. The Union is entitled to designate a maximum of five Union representatives. The Union agrees that it is in the best interest of all parties that one Union representative will be appointed from each of the following areas

whenever possible to minimize the impact on students; administration, residential living, social living, vocation and education.

**Section 3.** Management and the Union recognize that work supervisors are the key persons for Management and the union representatives are key persons for the Union. It is agreed that work supervisors and the Union representative(s) will strive in good faith to:

- A. promote and maintain high morale and friendly relations;
- B. cooperate in their dealings;
- C. settle grievances as they arise in a positive manner;
- D. respect each other's position.

**Section 4.** The union representative function is agreed to include:

- A. advise that the Employee discusses the grievance with the work supervisor before the union representative takes further action;
- B. making on-the-scene fact-finding inquiry of grievances of an Employee if requested by the employee;
- C. meeting with the work supervisor on grievances which are not resolved in step (A) above between the Employee and the work supervisor.

**Section 5.** The Union and Management agree that the following conditions will be observed in performance of union representative functions.

- A. The union representative will observe all rules of conduct established by law, regulation, agency and Center policy.
- B. The union representative shall obtain permission from his/her work area to perform the union representative function. This request of the union representative shall include information as the general purpose of absence, where he/she will be and how long he/she expects to be gone. Union requests for official time will be granted based on workload, number of employees available, types of skills needed to accomplish the work, emergency conditions, etc. If an official time request is denied, official time will be granted at the earliest available opportunity. It is anticipated that Union officials will spend the majority of their paid time, measured each fiscal year, performing agency business or attending necessary training (as required by the agency), in order to ensure that they develop and maintain the skills necessary to perform their agency duties efficiently and effectively. Authorization of taxpayer funded union time under section 7131(d) of title 5, United States Code, shall be reasonable, necessary, and in the public interest. However, the total number of official time hours used by employees in this unit will be no greater than 80 hours per year, excluding term negotiations, FLRA proceedings, and FSIP proceedings. Upon release from work for alleged DLP the union representative will call supervisor of bargaining unit employee and request reasonable time to carry out union representation work. The union representative will inform his/her work supervisor when he/she returns to his/her normal work functions and

record timesheet according to the representational function Generally, for recording union official time on their time and attendance (T&A) form, Union representatives will use appropriate Transaction Codes:

- 35 – Negotiations (limited to Term Negotiations)
  - 36 – Mid-term negotiations under Article 7
  - 37 – All contract administration and representations activities, (such as meetings with Management) except negotiations and grievances/appeals/complaints
  - 38 – Representational activities for the Union or employees in grievances/appeals/complaints
- C. The union representative function will be performed in a dignified manner and if possible will not be performed in full view of the general public, students, and other unconcerned individuals.
  - D. The union representative function will be performed only by the individual(s) listed on the Authorized Union Representative List, furnished in writing, in advance, by the Union to Management upon changes. During a union representative's absence, however, an acting union representative may be designated in writing, in advance of any absence, by the Union President for a period of time to be specified. Union President may designate a union representative based on circumstances known to the Union President. Union president will notify management as soon as practicable.

**Section 6.** Management Representatives, supervisory personnel, and Union Representatives are required to observe the proper rules of conduct and to cooperate in a sincere effort to resolve problems at the earliest stage.

- A. In the interest of furthering Labor-Management relationships, the Union's officials will be granted taxpayer-funded union official time that is reasonable, necessary, and in the public interest for the following Labor- Management activities Negotiation with Management on personnel policies, practices, and working conditions;
- B. Representation of Employees in disciplinary actions or appeals if requested by the Employee.
- C. Union Labor Practices.

**Section 7.** The President of the Local will be authorized, per release procedures in Section 5 (B) to meet with the Center Director on matters which may be of Union/Management concern or in individual cases, which may be of such gravity that such action is deemed paramount.

**ARTICLE 10****Training**

**Section 1.** Management and the Union agree that the training and development of Employees within the unit is a matter of primary importance to the parties. Through the procedures established for Employer-Labor cooperation, the parties will seek the maximum training and development of all Employees. Consistent with its needs, Management agrees to develop and maintain forward-looking, effective policies and programs designed to achieve this purpose.

**Section 2.** Selection for training which may lead to promotional opportunity or opportunities will be in accordance with Merit Promotion Program regulations.

**Section 3.** Management will identify areas of skill in which deficiencies exist and will establish training opportunities in these areas and inform the Employees how to apply for training to the extent it is consistent with available funds, Employee needs, and benefit to the Center.

**Section 4.** When advanced notice, knowledge of the impact of pending changes in function, organizations, and mission is available, it will be the responsibility of Management to plan for the maximum retraining of Employees involved. Management will follow all laws, rules, and regulations to maximize qualification and training requirements in order to place Employees in lines of work where their services can be utilized.

**Section 5.** Management may provide Employees on-the-job training to the maximum Employee benefit, employing such techniques as interchanging Employees when they share mutual desires and aptitudes to receive training in each of their respective positions.

**Section 6.** Supervisors will identify those situations in the specific work environment where training can aid the achievement of defined objectives and goals of Management.

**Section 7.** It is of mutual interest to Management and the Union to see that the Employees perform at the highest professional level at all times. Effort will be made by Management to see that Employees are given the opportunity to attend courses, conferences and seminars available in the community.

**Section 8.** Employees will discuss their training needs with their work supervisors to develop individual training plans. Training provided by management will have primary focus on the present job and secondary on developmental activities, which will broaden Employees for further responsibilities. Individual training plans will be reviewed per the requirements of the current department regulation by the work supervisor with the Employee to ensure that the plan is followed.

**Section 9.** The travel time to attend workshops, seminars, and training, etc., may be compensated for by Management in accordance with provisions of Federal Travel Regulations, Title 5, and the Fair Labor Standards Act.

**ARTICLE 11****Equal Employment Opportunity**

**Section 1.** Management agrees not to discriminate on the basis of race, color, religion, sex, national origin, age, disability, reprisal (for prior participation in an EEO activity or having opposed discrimination), political affiliation, sexual orientation, marital status, parental status, or genetic information. Management and the Union agree to cooperate in supporting equal opportunity for all employees.

**Section 2.** Management and the Union agree to support the work environment program to eradicate every form of prejudice and discrimination based on age, sex (including sexual harassment or on the basis of marital status), race, religion, color, national origin, disability, or political affiliation, or other prohibited bases.

**Section 3.** Management will post current agency EEO complaint contacts and procedures.

**Section 4.** Disputes over the interpretation and application of this article shall be processed under the negotiated grievance procedure or statute.

**ARTICLE 12****Contracting Out of Work**

**Section 1.** Management will inform the Union when a proposed contracting activity will affect bargaining unit position(s).

**Section 2.** Placement will be in accordance with current USFS guidance (i.e. WRAPS).

**Section 3.** If contracting out adversely impacts on bargaining unit employees the Union and Management may negotiate on appropriate arrangements for those employees.

**ARTICLE 13****Performance Standards and Evaluation**

Union and management agree that performance management will be in accordance with the most current Department Regulation (DR 4040-430 – Employee Performance Management) USFS performance management system (FSH 6109.13,).

**ARTICLE 14****Tour of Duty and Assignment of Work**

Union and Management agree that tours of duty will be in accordance with current Alternative Work Schedule (AWS) regulations and guidelines.

**ARTICLE 15****Leave**

**Section 1.** Management and the Union agree that it is not only the right, but also the duty, for Employees and Management to be aware of, and abide by applicable leave regulations, operating policy and provisions of this agreement.

**Section 2.** Employees will observe designated duty hours and be punctual in reporting for work and returning from lunch periods. Tardiness can result in Employees being placed in a non-pay status or in a charge against annual or compensatory leave in multiples of 15 minutes or one hour as appropriate.

When, due to unforeseen circumstances, an Employee is unable to request leave in advance, it is his/her responsibility to notify the immediate supervisor of the reason or his/her next supervisor in line will be contacted. The Employee will make his request for leave as early as practicable before or at the beginning of his/her tour of duty but in any event within the first two (2) hours of absence. The request will be considered and the decision will be made as to how his/her absence will be charged.

***Sick Leave***

- A. Sick leave is to be used by Employees in accordance with current Department regulations.
- B. Where the Employer has reasonable grounds to question whether an employee is properly using sick leave (for example, when sick leave is used in unusual patterns or circumstances), the Employer will inquire further into the matter and ask the employee to explain. Without an acceptable explanation, the employee may be counseled orally and/or in writing about the use of sick leave in unusual patterns or circumstances.
- C. If reasonable grounds exist for questioning an employee's use of sick leave, the employee may be notified in writing by supervisor that for a stated period not to exceed six (6) months, unless there is justifiable reason for an extension that no request for sick leave, or other leave in lieu of sick leave, will be approved unless supported by a medical certificate acceptable to the employer. Any such written notice will describe the patterns of circumstances which led to its issuance.

- D. The Employer will treat as confidential any medical information given by an employee in support of a request for sick leave. The employer may disclose such information subject to its Privacy Act obligations for work-related reasons on need-to-know basis only.

### ***Annual Leave***

**Section 3.** Approval, disapproval, cancellation of scheduled leave and adjustment of leave schedules will be based on workloads, number of employees available, types of skills needed to accomplish work, emergency conditions, Employee desires, leave request conflicts, the procedures required and followed to request leave and the reasons for absence. Supervisors will consider requests for leave in all cases where the need is clearly documented on the request for leave in accordance with applicable laws, regulations, and policy. Supervisors and employees will comply with the Family Medical Leave Act, the Rehabilitation Act, and DR DM4300-002, Reasonable Accommodation Procedures.

If for any reason an Employee's request for absence is not approved, the supervisor will make every reasonable effort to inform the Employee that the leave requested is not approved. It is understood that a request for leave includes not only the oral or written request for absence but also the oral or written action on that request. Oral requests will normally be answered orally and documented on the timesheet. Written requests for leave will be answered in writing. Final action on absences will be documented in the Agency's time and attendance system.

Employees and supervisors will make every reasonable effort to act in a timely manner in order to avoid unnecessary confusion, misunderstanding or disputes.

**Section 4.** Yearly annual leave scheduling is to be governed by the following in addition to applicable regulations:

- A. Work supervisors will extend every reasonable effort consistent with the mission and work load of the Center to satisfy the desires of their Employees with respect to the approving of annual leave, the work supervisor will develop a preliminary schedule of annual leave for Employees in January of each year.
- B. Management will provide an annual leave schedule to employees no later than the last day of February. Employees may request changes through their supervisor. Generally, SF-71 Leave Request Forms will be submitted by the employee to the supervisor according to the approved leave plan no less than two pay period prior to the leave period at issue. The supervisor will inform the employee of approval or disapproval and give the employee a copy of the SF-71 no less than one pay period prior to the leave date(s) requested.
- C. It is understood that annual leave schedules do not constitute final approval. Annual leave in excess of three days must be documented in writing on SF-71, Application for Leave, and approved by the immediate leave granting official prior to it being considered officially approved.

- D. If more than one Employee applies for the same period and a solution cannot be worked out among the Employees, leave will be granted on a first applied, first served basis.
- E. Changes will be made in the event of an emergency and after discussion with the Employee. Changes may be considered at the Employee's request.

**Section 5.** Management will provide employees access to view annual leave schedules.

**Section 6.** Approval or disapproval for emergency leave when sufficient information is unavailable will be based on the request and reasons and/or documentation offered by the Employee upon return.

**Section 7.** When due to unforeseen circumstances an Employee is unable to request leave in advance, it is his/her responsibility to notify the immediate supervisor of the reason for his/her absence. If the immediate supervisor is not available, the next supervisor in line will be contacted, or at the beginning of his/her tour of duty but in any event within the first two (2) hours of absence. The request will be considered and the decision will be made as to how his/her absence will be charged.

#### ***Administrative and Other Leave***

**Section 8.** Adverse weather and closures will be in accordance with current Departmental regulations and 5 C.F.R. Part 630, Subpart P (Weather & Safety Leave).

**Section 9.** Holidays and non-duty days in conjunction with approve leave time will not be scheduled for overtime or holiday work except in emergencies as defined in Article 2, Section 13.

### **ARTICLE 16**

#### **Environmental Differential**

Will be paid in accordance with applicable government wide laws rules and regulations.

### **ARTICLE 17**

#### **Overtime**

**Section 1.** In the assignment of overtime, Management agrees to provide the Employee with advance notice. Any Employee designated to work overtime shall be notified in advance per Section 7, except in cases of emergency. Overtime will paid in fifteen-minute intervals.

**Section 2.** Employees who work overtime will be allowed a fifteen-minute break for each continuous four-hour period worked. Exact time of break to be determined by the work supervisor.

**Section 4.** Employees called back to duty is compensated beginning from the time they report to their duty station or start to perform work. Such employee will be compensated a minimum of two (2) hours of overtime compensation regardless of whether the Employee is required to work the entire two (2) hours. Employees who are called back on overtime will be released when the task they were called in to perform is completed, unless they were otherwise advised when the call-back was ordered.

**Section 5.** When judged essential to Center operations, Employees will be required to work on their properly determined holidays. Employees' preference is considered and rotated among all Employees equitably.

**Section 7.** It is hereby agreed to between Management and the Union, as follows:

Management acknowledges its duty and obligation under Article 17 of its collective bargaining agreement with the Union to insure that overtime assignments are distributed and rotated as equitably as possible by work supervisors among qualified Employees; to allow union representatives to consult with work supervisors concerning overtime assignments; and, upon request, to furnish to union representatives a record of overtime worked by Employees.

- A. Management will establish an overtime list. The overtime list will originate with the most senior employees at the top. Eligible employees will be listed in order of Service Computation Date (SCD) on the master roster. Once the list is active, the supervisor will move down the list to the next employee and continue to rotate accordingly. Employees may accept or decline overtime when their overtime opportunity come about. If the employees is unavailable, the overtime opportunity will be provided to the next employee on the list and will continue down the list until an employee accepts the overtime opportunity. Each time an overtime opportunity comes about the supervisor will begin with the employee listed following the last person who accepted the last overtime opportunity. Employees in the Residential Living department will be offered the overtime opportunities first and then if they are no takers, employees from other departments will be offered the overtime opportunity
- B. Employees on the will be contacted (in rotated order based on when their names were added to the list) to determine their interest and availability. Employees on the roster who turn down overtime for any reason lose their place in the rotation; employees who cannot be reached remain at the top of the rotation.
- C. Should none of the employees on the master roster be available, and none of the other center employees accept the overtime opportunity, the Student Supervisor may direct Residential Living/Recreation employees to work overtime. In this case, if employees on the master roster are directed to work overtime, the shift (if 4 or more hours of overtime) will serve as their rotation. The rotation will not be impacted when employees work less than 4 hours of continuous overtime, or when employees (who are not on the master roster) are directed to work overtime in the absence of available staff on the master roster.

- D. Employees are responsible for providing their supervisor up to date contact information. Employees assigned to overtime work will be given as much advanced notice of such assignments as possible.
- E. Most of the available overtime occurs in the Residential Living Department where every effort will be made to distribute overtime equably among the Residential Living employees first. Other interested Center employees will be offered the overtime opportunity if none of the Residential Living employees accept the opportunity first. Center employees who may be interested in working overtime in Residential Living are encouraged to provide their names and telephone numbers to the Student Supervisor who will maintain a master roster of said employees.
- F. Overtime assignments requiring special qualifications on the part of Employees are exempted from the provisions contained in sections above. Management and the Union agree that such qualifications that are special overtime assignments may be assigned to any Center employee, at Management's sole discretion, provided the terms of Article 17 of the Collective Bargaining Agreement are complied with, and provided that Management advises the Union that such special qualifications overtime assignment is going to be made in advance of the time the assigned overtime is to be worked. Management and the Union hereby agree that special qualifications overtime assignments, as that term is used in this subparagraph, shall be defined to include to the following overtime work assignments:
  - a. Arts and crafts;
  - b. Dorm incentive activities, such as field trips;
  - c. Leadership program activities (with the understanding that all Center employees are encouraged to participate in the Leadership Program, and Leadership program/training will be equitably considered for all Employee's participation in this Leadership role;
  - d. Search and rescue operations;
  - e. Coaches for sporting events;
  - f. GED testing;
  - g. Assignments involving Center supervision;
  - h. Emergency situations requires Management to assign the overtime involved to Employees already on the Center at the end of their regular tour of duty, or to Employees who reside in close proximity to the Center.

**ARTICLE 18****Job Description and Position Classification**

**Section 1.** The primary purpose of the job description is for classification and pay purposes. It also serves as a method for organizing work and for informing Employees of their working relationship to their supervisor, as well as the major duties they are expected to perform.

**Section 2.** Management will conduct annual reviews of all jobs in accordance with applicable regulations and to the extent possible with available personnel staff to assure that job descriptions are current and properly classified.

**Section 3.** Employees who believe their position classifications are incorrect, may at any time bring this matter to the attention of their supervisor. If the supervisor agrees that a revised position description and/or reconsideration of the position classification is in order, appropriate action will be promptly initiated in accordance with applicable regulation. Employees not satisfied with the results obtained may make an informal appeal to the appropriate human resources official. The human resources official will then discuss the case with the Employee. If the question is not resolved to the Employee's satisfaction in this manner, a formal classification appeal may be filed. The formal classification appeal process will be the exclusive method for resolving such disputes. Employees alleging inequities in their position descriptions or classifications will be furnished information on the appeal rights and procedures set forth in applicable regulations. The Employees may elect to be represented by a Union representative of their choice in discussing the matter with Management or presenting an appeal.

**ARTICLE 19****Promotions and Detail**

Union and management agree that merit staffing will be in accordance with the most current Department Regulation (DR 4030-335-002 – Merit Promotion and Internal Placement).

**ARTICLE 20****Health and Safety**

**Section 1.** Management agrees to provide a safe and healthful work place for all Employees and will comply with applicable Federal laws and regulations relating to the safety and health of Employees. All employees are responsible for health of employees. All Employees are responsible for taking immediate action to correct or identify observed unsafe conditions if possible, or if not possible, for promptly reporting the unsafe conditions to the appropriate work supervisor.

**Section 2.** Management and the Union will cooperate in the continuing efforts to eliminate accidents and health hazards.

**Section 3.** Management will provide first aid training for Employees as determined by the work supervisor. The services of the Center nurse shall be available to on-duty Employees as required for emergency first aid treatment.

**Section 4.** Protective personal equipment, when determined necessary by a Job Hazard Analysis, be prepared by the Center Safety Officer; and will be furnished and used by all employees.

**Section 5.** An Employee or group of Employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question shall have the right to raise their concerns in all appropriate forums and to file a grievance under the negotiated grievance procedure.

## **ARTICLE 21**

### **Discipline and Adverse Actions**

**Section 1.** General: Management and the Union agree it is important that supervisor/Employee relationship encourage early recognition and resolution potential performance or conduct situations which could lead to disciplinary actions. Disciplinary actions against all Employees must be based on just cause, be consistent with applicable laws and regulations and be fair and equitable. Management maintains discretion to remove employees without using progressive discipline.

Discipline is 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.

No Employee will be issued a letter of caution, warning, reprimand, proposed disciplinary action, or documentation of facts unless that Employee has been counseled by his/her supervisor prior to issuance of that document; except in situations-where the supervisor's involvement would jeopardize the case or the supervisor is not available.

**Section 2.** Prior to issuing a Letter of Reprimand or notice of proposed disciplinary action, the official issuing the letter of notice, or his/her designee, will undertake a preliminary inquiry to obtain pertinent facts relating to the disciplinary situation. The inquiry, when necessary, will include a discussion with the affected Employee.

The Employee may, in accordance with Article 6, Section 1, be represented by the Union. If, involved in a discussion with a supervisor which may result in disciplinary action being taken, the employee may elect not to participate in the discussion and request adequate time to secure a union representative. Disciplinary action will be initiated, if at all, within a reasonable

time period after the incident in question, or after Management knew or reasonably should have known of the incident, unless other official, legal or administrative action is in progress.

**Section 3.** For purposes of this Agreement, discipline will be divided into three types: (a) Letter of Reprimand; (b) suspension for fourteen (14) days or less; (c) suspension of more than fourteen (14) days, removal, furlough without pay, or reduction in pay or grade.

- A. Letter of Reprimand: A Letter of Reprimand may be issued directly to an employee without a proposal letter after the employee has been counseled by the supervisor, and will be sufficiently specific to indicate why the letter is being issued and what the Employee can do to improve or take needed corrective action.
  - a. The Letter will advise the Employee that the reprimand will be retained in the Official Personnel Folder for a period of two (2) years.
  - b. Employees may file a grievance over the issuance of a Letter of Reprimand under the grievance procedure contained in this Agreement.
- B. All Other Disciplinary Cases: 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. In all cases, the Employee and/or a representative will be given the opportunity to review the evidence issued to support the charges, using the assistance of the Union as desired.

The Employee will be granted a reasonable amount of duty time to prepare an answer to the proposal. Arrangements for use of such time must be cleared with the immediate supervisor;
- C. Suspension of fourteen days or less: 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 year of current continuous employment in the same or similar positions under other than a temporary appointment limited to one year or less. Such an Employee is entitled to:
  - 1. an advance 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 themselves, or a Union representative, or an attorney with a financial liability waiver of attorney's fees, or other representative;
  - 4. 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 23. The written decision will advise the Employee of this right.

D. Removal, suspension for more than fourteen days, furlough for thirty days or less, or reduction in pay or grade: The following applies to (1) an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed one year of current continuous employment under other than a temporary appointment limited to one year or less; and (2) a preference eligible in the excepted service who has completed one year of current continuous service in the same or similar positions. Such an Employee is entitled to:

1. at least thirty 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 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
3. be represented by a Union representative, an attorney or other representative;
4. a written decision and the specific reasons therefore at the earliest practicable date;
5. appeal the decision, if adverse, to the appropriate office of the MSPB. The written decision will advise the Employee of this right and of the appropriate MSPB office.

**Section 4.** Action by the Deciding Official: After carefully considering the evidence and the Employee's response, if any, including any mitigating factors, the deciding official shall decide:

- A. to withdraw the proposed action;
- B. to institute a lesser action;
- C. to institute the proposed action.

**Section 5.** A written copy of the Letter of Reprimand, or notice of proposed action or decision will be furnished to the Employee.

**Section 6.** Time limits for the Employee's response may be extended upon request.

**Section 7.** Any decision letter to an Employee stating that adverse action under Section 3d of this Article will be taken to inform the employee of his/her option to appeal the action to the Merit Systems Protection Board.

## **ARTICLE 22**

### **Use of Official Facilities, Equipment, Mail, and Bulletin Boards**

Agency facilities are available for Union business either representational or internal on a limited basis.

The Union may not use Agency email to distribute Union materials, however, the Union may distribute of its official correspondence into bargaining unit member's mailboxes.

## **ARTICLE 23**

### **Grievance Procedure**

**Section 1.** The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of Employee grievances and disputes. This negotiated procedure shall be the exclusive procedure available to Employees in the bargaining unit in accordance with Chapter 71, 5 USC. The following matters are excluded from coverage under this grievance procedure:

- A. Any claimed violation of 5 USC, Chapter 71, Subchapter III, relating to prohibited political activities (Hatch Act);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under 5 USC 7532 (National security reasons);
- D. Any adverse action that is appealable to the MSPB, including: Removal, suspension for more than fourteen days, furlough for thirty days or less, or reduction in pay or grade;
- E. Any examination, certification, or appointment;
- F. The classification of any position which does not result in the reduction in grade or pay of an Employee;
- G. Termination of probationary Employees;
- H. Non-adoption of a suggestion, or disapproval of a quality increase or performance award;
- I. Termination of a temporary promotion when the need or funding for the appointment ends;
- J. Non-selection for promotion from a group of properly ranked and certified candidates.

**Section 2.** Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Management and the Union agree that every effort will be made by management and the aggrieved party/parties to settle grievances at the lowest possible level. In as much as dissatisfactions and disagreements arise occasionally among people in a situation, the filing of a grievance shall not be construed as reflecting unfavorably on an Employee's good standing,

performance, loyalty or desirability to the organization. An Employee may have a representative of his/her choice at any step of the grievance procedure.

**Section 3.** Employees, Union representatives and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisals. Reasonable time during duty hours will be allowed for Employees and Union representatives to discuss, prepare for and present grievances at all levels in accordance with the release procedures in Article 9, Section 5(B). Regardless of whether the grievant has requested Employee representation, the Union has the right to attend and will be informed of them.

**Section 4.** When a group of Employees have an identical grievance, it may be considered as an individual complaint of one Employee. However; any Employee may elect to have his/her grievance processed separately. Such an election must be made prior to entering into Step 2 of the grievance procedure.

**Section 5.** The Employee or representative may terminate the grievance at any time by giving written notice to the Center Director.

**Section 6.** Both parties by mutual agreement may extend the time limit at any step within the negotiated grievance procedure. Failure of Management to observe the time limits shall entitle the Employee to advance the grievance to the next step.

**Section 7.** A grievance file will be maintained by management for each case that goes beyond Step 1 below. The file will contain:

- A. the written complaints;
- B. the summary of discussions of all proceedings at each step;
- C. documentary evidence considered in resolving the grievance; and
- D. the written decision rendered at each step.

On request, the Employee or Employee's representative will be furnished a copy of all materials in the grievance file.

**Section 8.** Any rejection of a grievance on the grounds that it is not a matter of subject to this grievance procedure, or is not subject to arbitration, will be served upon the Union in writing. All disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

**Section 9.** Employees using this grievance procedure must be represented by an individual approved by the Union, except in those situations where the Employee elects to represent him/her self. Any adjustment in which the Union does not represent the Employee may not be inconsistent with the terms of this agreement and the Union will be given the opportunity of being present at the adjustment. Only the Union will be entitled to invoke arbitration of an Employee grievance under the arbitration article of the agreement.

**Section 10.** The grievance procedure shall consist of the following steps:

### Employee Grievance

Step 1 - The Employee will informally discuss and attempt to resolve the grievance with his/her work supervisor within twenty-one (21) calendar days after the act or occurrence; or the date that the employee became aware of the act or occurrence. The employee should at this time submit his/her grievance in writing and submit to his/her work supervisor or designee at the time of the informal discussion. The work supervisor or designee will give his/her decision in writing to the employee within twenty-one (21) calendar days after the informal discussion. A copy of the written grievance and the work supervisor's written decision will be sent to the appropriate union representative upon issuance of the work supervisor or designee's decision.

The Employee may request the Union to represent him/her, but in any case the Union will be notified that the grievance has been filed with the Center Director and of the date, time and place which has been set up to discuss the grievance with the Employee. The Union will be given the opportunity to be present at the formal discussion and the adjustment.

Step 2 - If the employee is still dissatisfied, he/she may refer the written grievance and the work supervisor or designee's written decision to the Center Director within twenty-one (21) calendar days after the date he/she receives the work supervisor or designee's decision. The Center Director his/her designated acting, or designee will arrange to formally discuss the matter with the employee within twenty-one (21) calendar days after the date of receipt of the grievance and decision.

The Employee may request the Union to represent him/her, but in any case the Union will be notified that the grievance has been filed with the Center Director and of the date, time and place which has been set up to discuss the grievance with the Employee. The Union will be given the opportunity to be present at the formal discussion and the adjustment.

The Center Director, his/her acting, or designee will provide his/her decision to the Employee within twenty-one (21) calendar days after the date of the discussion of the grievance. The decision of the Center Director, his/her acting, or designee will be submitted in writing.

The Employee may request the Union to represent him/her, but in any case the Union shall be notified by Management that he/she has received the grievance and of the date, time and place which has been set up to formally discuss the grievance with the Employee and his/her Union representative. The Union will be given the opportunity to be present at the formal discussion and the adjustment.

If the responding official's written decision does not result in satisfactory settlement, the Union may initiate resolution of the grievance by arbitration by serving written request for arbitration to the Step 2 responding official, within twenty-one (21) calendar days after receipt by, the employee (copies to Union and his/her representative) of the responding official's written decision. Such request will be processed in accordance with Article 24.

### Management Grievance

**Step 1** - If Management is the grieving party, representatives of the two parties will informally discuss and attempt to resolve the grievance within twenty-one (21) calendar days after the act or occurrence or the date that the grieving party is aware of the act or occurrence. A copy of the grievance should be presented in writing at the time of the informal discussion.

The decision of the party receiving the grievance will be issued to the grieving party in writing within twenty-one (21) calendar days after the informal discussion. Such decision will include a statement of the grievance as well as the statement of the decision.

**Step 2** - If the grievance is not resolved under Step 1 of this procedure, the grieving party will have the opportunity to present the grievance to arbitration in accordance with Article 24, Arbitration. A written request must be served on the other party within twenty-one (21) calendar days after receipt of the written decision in Step 1.

**Section 11.** All time limits in this article may be extended by mutual agreement of Management and the Union. Failure to observe time limits will entitle the grieved party to advance the grievance to the next step. Failure to observe the time limits will terminate the grievance.

**Section 12.** Union representatives and aggrieved Employees will be permitted a reasonable amount of official time while preparing for grievance or appeals and hearings incident thereto.

## **ARTICLE 24**

### **Arbitration**

**Section 1.** The use of arbitration as set forth herein will apply to grievance over interpretation or application of the agreement. Arbitration shall be invoked only by the Union or Management. Striking first will be determined by a toss of the coin. Winner will strike first from the list of arbitrators.

**Section 2.** Within ten calendar days after the date of receipt of a request for arbitration by either party, the Union or Management, both parties will meet for the purpose of selecting a qualified arbitrator. If agreement cannot be reached, then either party may request Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. The parties will meet within five calendar days after the receipt of such list. If the parties cannot mutually agree upon one of the listed arbitrators, the parties will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining person will be the duly selected arbitrator.

**Section 3.** If, for any reason, either party refuses to participate in the selection of an arbitrator, the other party may then choose any person from the Federal Mediation and Conciliation Service Roster to be the duly selected arbitrator.

**Section 4.** The arbitrator will limit his decision to the particular grievance in question. His/her decision will be issued as quickly as possible, after the conclusion of the hearing; unless the parties mutually agree to extend the time limit.

**Section 5.** The arbitrator's award will be final except that either party may file an appeal to the Federal Labor Relations authority subject to the authority regulations.

**Section 6.** Costs and fees of the arbitrator will be borne equally by Union and Management. Management agrees to pay attorney's fees when determined to be appropriate by the arbitrator in accordance with Chapter 71 of Title 5 of the United States Code.

**Section 7.** 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.

**Section 7.** The arbitration hearing will be held, if possible, on the Management's premises at a time during the period Monday through Friday, 8:00 a.m. to 5:00 p.m. All Employees in the hearing will be in pay status.

## **ARTICLE 25**

### **WORKFORCE RESTRUCTURING AND PLACEMENT SYSTEM (WRAPS) AND REDUCTION IN FORCE**

#### **Workforce Restructuring and Placement System (WRAPS)**

Union and management agree that WRAPS procedures will be in accordance with the most current Forest Service policy (FSH 6109.12 - Employment and Benefits, Chapter 20 Internal Placement).

#### **Reduction in Force**

**Section 1.** Notice of a proposed RIF will be given in accordance to Government-wide regulations, allowing the Union an opportunity to negotiate to the extent required by the Labor Statute. The major purposes of this negotiation are to obtain the views and cooperation of the Union in regard to:

- A. increasing understanding of RIF procedures and employee rights in order to reduce insecurity;
- B. proposals for placement of Employees to reduce any unavoidable adverse impact;
- C. methods to keep Employees informed with regard to events as they occur and related procedures; and
- D. all other negotiable areas of impact and implementation.

**Section 2.** Options management will consider when a decision is made by Management to abolish bargaining unit positions at Boxelder Civilian Conservation Center:

- A. Attrition - Vacant positions will be reviewed for non-filling.
- B. Discontinued Service Retirement - Will be offered to affected employees who qualify.
- C. Reassignment – Management may reassign affected Employees to positions for which they qualify. The Job Corps national Field office will make an effort to find assignments for those employees who can't be reassigned at Boxelder. If the National Office of Job Corps can find no position available, assistance will be provided to search for placement nationwide.
- D. Retraining- This will be considered an available option, and where appropriate, the same reassignment process described in item #3 will be affected.
- E. Restructuring of positions will be considered. For example, combining of two positions making ½ time position of each. Each ½ position will have an adequate job description.
- F. Optional retirement will be made available to qualified Employees in accordance with general eligibility requirements.

The list of options is not exclusive, and the order listed does not necessarily represent the order of application. As any of the procedures create impact on the bargaining unit and have an impact on working conditions, the bargaining unit will be notified in writing of decision to contract out job abolishment, or reductions-in-force.

Management in consultation with Human Resource will explore alternatives to successfully minimize downsizing or avoid RIF such as through the development of a pre-WRAPS plan where movement of employees into the new organization can be accomplished by reassignment and where the plan allows for the placement of most (if not all) of the potentially affected employees.

## **ARTICLE 26**

### **Dues Withholding**

**Section 1.** This Article covers all employee-members in exclusively recognized unit, who:

- A. are members in good standing in AFGE;
- B. voluntarily completed Standard Form 1187; and,
- C. who receive compensation which is not subject to deductions of a higher priority and is sufficient to cover the total amount of the allotment.

**Section 2.** The Union and the Employer agree that the provisions of this Article are subject to and will be governed by applicable Federal laws, rules and regulations, including the regulations of the Office of Personnel Management. The Employer agrees to deduct dues in accordance with the Union's scheduled amount.

**Section 3.** The specific officer in the local Union designated to receive the dues deductions will be the elected treasurer.

**Section 4.** The Union's Responsibilities: The Union agrees to assume the responsibility for:

- A. Informing and educating its employee-members on the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked.
- B. Purchasing and distributing to its employee-members SF-1187/SF-1188.
- C. Keeping the employee-member's servicing payroll office informed, in writing, of any changes in the person authorized to sign SF-1187.
- D. Forward properly executed and certified SF-1187 to servicing payroll office through personnel on a timely basis indicating amount of dues to be withheld.
- E. Inform the servicing payroll office of the names of any participating employees who have been suspended or ceases to be a member in good standing in the Union within three (3) workdays of the date of receipt of final determination, and
- F. Inform the servicing payroll office of any change in the amount of membership dues.

The provisions of the Article will terminate the last day of the pay period in which the agreement or any extensions thereto expire.

**Section 5.** The Employer's Responsibilities: The Employer agrees that it is responsible for:

- A. Permitting and currently processing voluntary allotment of dues in accordance with this agreement.
- B. Withholding dues on a biweekly basis. A check will be issued each pay period.
- C. Withholding dues in accordance with the amount certified by the authorized Union official.
- D. Transmitting remittance checks to the allottee designated by the Union together with a duplicate listing of employee-members for whom deductions were made on a biweekly basis.
- E. Providing a remittance listing to the Union containing the following information:
  1. A listing by:
    - a. the name of each employee for who deduction is being made during the current pay period; and
    - b. the name of each employee-member for whom deductions have been authorized.
  2. The total amount deducted and the total number of deductions.

**Section 6.** Joint Stipulations; Parties to this Agreement agree the administrative errors in remittance checks will be corrected and adjusted in the next remittance check issued to the employee organization.

**Section 7. Effective Dates for Actions Under this Agreement:** The effective dates for actions under this Agreement are as follows:

- A. **Starting Dues Withholding:** Beginning the first pay period after date of receipt of properly executed and certified Standard Form 1187 in Payroll Office.
- B. **Change in Amounts of Dues:** Beginning the first pay period after receipt of certification in Payroll Office.
- C. **Revocation by Employee:** Once an employee has authorized dues withholding, it will remain in effect for a period of at least one year. An employee can voluntarily submit to revoke their allotment for the payment of dues at any time during the first year. This can be accomplished by completing an SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, or other appropriate means Payroll Office. The SF 1188 must be obtained from the Union. It will become effective on the anniversary date of when dues withholding were started. After the initial period, revocation is only allowed on the anniversary date of the authorization or during the 30-day period immediately preceding the anniversary date. The Payroll Office provides appropriate notification of the revocation of the employee organization within fourteen (14) calendar days of receipt. The carbon copy of the SF 1188, when completed by the employee, can be used for this purpose.
- D. **Termination due to Loss of membership in Good Standing:** Beginning the first pay period after date of receipt of notification in Payroll Office.
- E. **Termination due to Loss of Exclusive Recognition upon which Allotment was based:** Beginning of first pay period following loss of receipt of recognition.
- F. **Termination due to Separation, Transfer, or Other Personnel Action**
  - 1. If action is effective first workday of pay period, termination of allotment will be at end of preceding pay period.
  - 2. If action is effective on any workday other than first day of a pay period, termination of allotment will automatically be at end of such pay period.
  - 3. In case of death, no deduction will be made for the pay period in which death occurred.
- G. **Other Reasons for Non-Deduction of Dues**
  - 1. No deduction will be made during a pay period where an employee's earnings (part- time or intermittent) are not regularly sufficient to cover the amount of the allotment.
  - 2. If deductions are stopped temporarily because of insufficient salary, back dues will not be deducted from future earnings.
  - 3. No dues will be withheld if net salary after other legal and required deductions is not sufficient to cover the amount of dues.
  - 4. Dues would be stopped on effective date of a temporary or permanent promotion to supervisory position or into a non-bargaining position.

## **ARTICLE 27**

### **Duration of Agreement, Amendments and Supplements**

**Section 1.** The effective date of this agreement or supplement or amendment thereto will be the date of its approval by the Department due to the Agency Head Review process. However, any Article not approved or disapproved within thirty days from the date of execution will go into effect on the 31<sup>st</sup> day without the required approval of the Department and will be binding on the parties subject to the provisions of law and any other applicable rules or regulations.

**Section 2.** This agreement will remain in full force and effect for five (5) years from its effective date. Either party may give written notice to the other party not more than ninety nor less than sixty days prior to the end of the contract period of its intention to reopen the agreement. When such notice given, the parties will meet for the purpose of negotiations within thirty days prior to the end of the contract period. Such notice will give the reasons for the proposed action.

If negotiations are not concluded prior to the expiration date, the agreement will continue in full force and effect until a new agreement has been concluded.

**Section 3.** The parties by mutual agreement may amend or supplement this agreement once the agreement has been in agreement for twelve (12) months, and yearly thereafter. Any request for amendment from either party shall be in writing and must include a summary of the proposed amendment or supplement. Changes other than those covered by the subject matter of the summary will be considered. Such requests must be submitted not earlier than ninety days nor later than sixty, days prior to the anniversary date of the agreement.

No sooner than 18 months after the effective date of this agreement, either party may open relevant articles in order to address any changes in law, regulations, or Departmental policy.

**Section 4.** After approval of this agreement by the Department, or after 45 days from the date of execution, whichever comes first, the Center Director or his/her representative and the Union President or his/her representative will jointly schedule and conduct a training meeting for the purpose of reviewing this agreement. The participants of this meeting will be, as a minimum, all Management and supervisory personnel and all of the Local 3365's officers and union representatives.

## **ARTICLE 28**

### **Copies of Agreement**

**Section 1.** Management will type up the contract.

**Section 2.** Copies of this agreement will be furnished by Management to all Employees and to supervisory and Management personnel responsible for administering and interpreting the agreement. Ten (10) copies of the agreement, will be furnished to the Union for its own use. The cost of printing this agreement will be borne by Management.

An electronic copy of the agreement will be available for employee access, and new employees will be furnished notice of availability and hyper-link.