



Collective Bargaining Agreement
Between
AFGE Local 0446 and USDA Forest Service
For
Schenck and Lyndon B. Johnson
Job Corp Centers

Effective Date: October 1, 2019

Termination Date: October 1, 2022

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PREAMBLE

Under the policy set forth in the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the Articles of this Agreement by and between the United States Department of Agriculture (USDA), Forest Service, Schenck and Lyndon B. Johnson (LBJ) Job Corps Centers, herein after referred to as the Agency or Management, and the American Federation of Government Employees (AFGE), Local #0446 herein after referred to as the Union. The Agency and the Union are collectively referred to as the Parties.

The Parties recognize the importance of building a constructive and cooperative relationship which will aid in achieving the mission of the Schenck and LBJ Job Corps Centers. The Parties are jointly committed to serving the public interest and promoting good Government.

The Parties understand, accept, and affirm that both the well-being of employees and the effective and efficient administration of the Government are benefited by employees having the opportunity to provide input into the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship will encourage this endeavor.

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

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

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

1. Management recognizes that the American Federation of Government Employees, AFGE Local #0446, is the exclusive representative of all employees in the bargaining units.
2. This Agreement is applicable to all professional and non-professional employees of the Schenck and LBJ Job Corps Centers, except management officials, supervisors, and employees described in 5 U.S.C. 7112 (b)(2)(3)(4)(6) and (7). Such employees form the bargaining unit, and the Union is the exclusive representative of these employees.
3. This section does not apply to Bargaining Unit Status changes as a result of a Management Right decision in accordance with 5 USC 7106. Management will notify

the union when making a Bargaining Unit Status change that is not a Management Right decision with the rationale for the change. If the union disagrees with the statutory exclusion, the Union will notify Management in writing with the rationale within fifteen (15) days of the reasons. If the Parties cannot agree, the Union may exercise their right to file a petition or Unfair Labor Practice (ULP). Any disputed position(s) will remain in the Bargaining Unit until such time as the Federal Labor Relations Authority (FLRA) reaches a decision on the position.

ARTICLE 2

IMPLEMENTATION OF AGREEMENT

1. Duration:

- a. The effective date of this Agreement shall be the date of approval by the Agency or on the 31st day after execution of this Agreement, if the Agency has neither approved nor disapproved the Agreement. The Agreement shall terminate three (3) years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the effective date, unless either Party serves the other with written notice, not more than one-hundred and five (105) calendar days not 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 negotiation. When either Party notifies the other Party that it wishes to modify this Agreement, provisions of this Agreement will be extended beyond the expiration date only to the extent required by law, until the effective date of the modified Agreement.
 - c. Provisions of any Article in this Agreement may be reopened through the mid-term bargaining process at the request of either party with mutual agreement of the parties or when necessitated by statutory or regulatory changes.
2. The effective date and termination date of the Agreement shall be printed on the cover.
 3. The Parties agree to the following to implement this Agreement within sixty (60) days of the effective date:
 - a. Management will post an electronic Collective Bargaining Agreement (CBA) on the Human Resource Management (HRM), Labor Relations website and on the

Job Corp Center internal share drive within thirty (30) days of the effective date of the Agreement.

- b. Management will provide the Union a bookmarked electronic copy of the CBA at the time of posting.
- c. Management and the Union will create a joint communication to all employees notifying of the new CBA and providing an electronic link to CBA.
- d. Management will create a training with union input outlining significant CBA changes.
- e. Management will schedule and conduct joint training using the most efficient and cost effective training means.
- f. Management will provide twenty (20) hard copies of the CBA to the Union.
- g. The CBA electronic link will be posted in the daily information/update sheets for sixty (60) days following the effective date of the CBA.

ARTICLE 3

DEFINITIONS

For the purpose of this Collective Bargaining Agreement (CBA), the terms listed below are defined as follows:

Agency: United States Department of Agriculture (USDA) Forest Service

Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions.

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

Designated Labor Relations Specialist: An individual that management has designated as the labor relations contact. The current list of Labor Relations Specialists designated for each unit is located on the HRM Labor Relations web site.

Domestic Partner: As defined in 5 CFR 875.213

Employee: An individual currently employed by the Agency that encumbers a bargaining unit position that is included in the LBJ/Schenck bargaining unit as defined in the Federal Labor Relations Authority (FLRA) bargaining unit certification.

Employer: USDA Forest Service, LBJ and Schenck Job Corp Center(s).

Interest-Based Problem Solving: A concept used to resolve matters by mutually identifying issues and interests by which options are evaluated.

In Writing: Email is an acceptable method for all transmittals with reference to the CBA.

Line Unit: Refers to Schenck and LBJ Job Corps Centers.

Management: All levels of Management to which the Schenck and LBJ Job Corps Centers assign managerial or supervisory responsibilities.

Midterm Negotiations: Bargaining changes affecting conditions of employment during the life of this Agreement that are not covered by, or in conflict with this Agreement.

Negotiation: 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 bargaining unit employee conditions of employment.

Notification: All notification specified in this CBA must be in writing, unless otherwise stated.

Parties: Schenck and LBJ Job Corps Centers and AFGE Local #0446 collectively.

Service Computation Date: For purposes of seniority in this Agreement, service computation date will be computed on the basis of leave service computation date, unless specified otherwise.

Supervisor: An individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority . (5 U.S.C. 7103(a) (10))

Union: The American Federation of Government Employees (AFGE) Local #0446, their Officers, Stewards, and other authorized representatives designated by the President of AFGE Local #0446.

Union Official and/or Union Representative: A representative or designee of AFGE Local #0446, or the duly elected or appointed Union Representatives of AFGE Local #0446, and any accredited National Representative of the American Federation of Government Employees.

Work Unit: Refers to the different staff units of Schenck and LBJ Job Corps Centers (e.g., Administration, Independent Living, Vocational Training, and Education).

Working Conditions: The day-to-day circumstances under which an employee performs his or her job.

ARTICLE 4

EMPLOYEE RIGHTS

1. The Parties agree to mutually establish and maintain a safe, positive, and professional work environment that promotes good workmanship, values employees for who they are and what they contribute, ensures fair, impartial, and respectful treatment of employees, and maintains high standards of employee performance.
2. An employee will be notified, in writing, as soon as possible when a formal investigation has been initiated. Where the employee is the subject of the investigation, the employee will be informed as to:
 - a. Whether the examination is currently a part of a criminal investigation, and
 - b. The subject matter of the investigation.
3. **Rights:**
 - a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided, such rights include the right to –
 1. Act for the American Federation of Government Employees (AFGE) Local #0446 in the capacity of a representative and the right in that capacity to present the views of the AFGE Local #0446 to the Schenck and LBJ Job Corps Center Directors.
 2. Engage in collective bargaining with respect to conditions of employment through representative designated by the President of Local #0446.
 - b. **Weingarten Right:**
 1. An employee has the right (commonly known as the Weingarten Right) to be represented by the Union at any examination of the employee, by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.

2. Annually, during the month of June, employees will be provided a notification of their Weingarten Right. Management will ensure employees empowered to conduct an investigative interview are notified of the employees' right to request Union representation and their obligation to grant it. This notice shall be distributed to all employees simultaneously and management will permanently post the notification the HRM website.
3. Management will provide the annual Weingarten notice to new employees within thirty (30) days of their reporting date.
 - c. An employee has the right to be represented by the Union at any meeting in which the employee has a complaint concerning conditions of employment.
 - d. An employee may be represented by an attorney or a representative other than AFGE Local #0446 of the employee's own choosing, in any appeal action not under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation.
 - e. When exercising the above rights and other rights under this Agreement, employees will be granted a reasonable amount of official time for initiating, reviewing, preparing, and presenting the grievance.
4. Employees will be granted a reasonable amount of duty time in pursuit of rights under this Agreement. The employee and the Management official will discuss the amount of time required. An employee will request release as far in advance as practical and will inform their supervisor of the approximate length of time needed and the location where they will be. Normally, workload will not preclude the release of the employee. If the employee cannot be released immediately due to work-related reasons, the employee will be released as soon as the work requirement is met or appropriate arrangements are made. If the employee cannot be released the day requested, the denial must be given in writing and include the reason for the denial and when they will be able to be released. 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. Employees will use proper time and attendance code as directed.
5. This Agreement does not prevent any employee, regardless of employee organization membership, including Union representatives, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies.

6. Management will not take reprisal actions against employees for the exercise of any appeal right granted by law, rule, regulation, or this Agreement.
7. Employees shall have the right to engage in outside private activities and employment of their own choosing, and otherwise conduct their private lives as they see fit, in accordance with 5 CFR 2635 and 5 CFR 8301, Standards of Ethical Conduct.
8. An employee may request, in writing, through the first line supervisor, permanent or temporary reassignment to a different Civil Conservation Center, a different position, or a different supervisor at any time. Management will consider the request and will respond in writing within forty-five (45) days, stating the reasons for the decision. When the request is due to conflict with his or her work supervisor, and the employee has tried to resolve the conflict, the employee may request the assistance and intervention of higher level Management.
9. Employees shall be kept informed the employees 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 provides reasonable confidentiality. In special job- related situations involving safety and/or well-being of employees, immediate public admonishment may be 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 at the employee's request.
12. Employees have the right to review the contents of their Electronic Official Personnel Folder (eOPF) and may request a copy of any documents from the eOPF through Human Resources. Upon request, employees will typically receive any documents requested within sixty (60) days.
13. Whenever practical, employees will have a profile on the electronic communication system. Employees will be provided duty time to access their official records on Agency websites. No employee will be penalized for the lack of a profile, (e.g. pay benefits, training, or advancement opportunities).

14. Employees will be provided a warning notice when logging onto a government computer that there is no expectation or right to privacy when using a government computer, software or systems.
15. Employees have a right to report harassment and bullying in accordance with FSM 1765 Anti-Harassment Policy and the information on the HRM “Employee Resources” page.
16. Debt Collections will be made in accordance with the FSM 6530, Billings and Collection and FSH 6109.11 Debts, Waivers and Over Payments policies. Employee rights will be maintained in accordance with the Agency policies, law, rules and regulations concerning overpayment and debt collection.

ARTICLE 5

UNION RIGHTS AND REPRESENTATION

1. Representation:

- a. AFGE Local #0446 is the exclusive representative of the employees in the bargaining unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.
- b. The properly designated officers or representatives of the AFGE Local #0446 have the right to represent the employees at Schenck and LBJ Job Corps Centers.
- c. The President of AFGE Local #0446 may designate the AFGE National Office representative to act on his/her behalf in any dealings with Management. The Local President will notify the appropriate management official of the designation and include the specific matter or scope of the designation.
- d. For the purpose of administration of this Agreement, Management agrees to recognize representatives of the AFGE National Office in lieu of or in addition to Local officials upon receiving the appropriate designation notification.

2. **Worksite Visit Notice:** Other than requests from Management for union presence for a representational matter, a designated Union representative for Local #0446 will notify the Departmental Manager via email of the need to be at a worksite, other than their official duty station, at least four hours prior to arrival time. If the visit will unduly interfere with work requirements, the Departmental Manager or designee will timely respond and

recommend another date and time. The Union representative will notify the Departmental Manager upon arrival at the work site.

3. **Exclusive Representation:** The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal or when raising matters of concern or dissatisfaction with Management. The Union has exclusive right to represent employees under the negotiated grievance procedures in this Agreement and to invoke arbitration. An employee or group of employees may present a grievance without representation. The Union will be given notice of discussions between the grievant(s) and Management pertaining to employee filed grievances. The grievance resolution must be consistent with the terms of the Agreement. The designated Local President or designee will be given copies of all written Grievance decisions.

4. **Union Representation:**
 - a. The Union will inform Management and the designated Labor Relations Specialist, in writing, of its designated representatives and will provide Management and the designated Labor Relations Specialist of a designated official or representative within fourteen (14) days of a change.

 - b. Union representatives will use the most economical efforts to resolve representational matters by use of current communications technology whenever practical.

 - c. Recognizing the benefits of having Union representatives, the Parties may make appropriate arrangements for cost-efficient and effective representation.

 - d. The provisions that follow constitute procedures established for contact purposes only. For representation purposes, the Union retains its right to choose representative(s) and will notify management accordingly.
 1. The Union will designate one Union representative and at least one alternate for each Center who will be the Union contact for Management concerning conditions of employment at the Schenck and LBJ Job Corps Centers.

 2. The Union may designate one Chief Steward for each Center and at least one Steward for each Center who will be the Union contact for Management for grievances and formal discussions for their designated area. When more than one steward has been designated for each Center, the Union will inform Management as to which steward will be the contact for specific matters. A

steward or other representative may be designated for each shift or duty station.

5. **Formal Discussions:** The Union President or designee will be given reasonable notice of, and provided reasonable time to be present at, formal discussions. A formal discussion is any meeting between one or more representatives of the Forest Service and one or more bargaining unit employees concerning any grievances, personnel policy or practice, or other general condition of employment. The Union will be given a reasonable notice, the opportunity to attend and participate in formal discussions. Examples of formal discussions include family meetings, grievance meetings, and orientation meetings. Examples of meetings that do not constitute a formal discussion are meetings to gather factual information regarding agency operations, individual performance discussions and performance evaluation meetings.

An employee must notify management of its union representation election before notice will be given to the Union for meetings that are confidential and private in nature. Examples include meetings to report harassment or discrimination and reasonable accommodation interactive discussions.

6. **Official Time and Travel:**

- a. All official time shall be correctly coded on the employee's time and attendance record (T&A) using the following codes:
 - 35 – Negotiations (limited to Term Negotiations)
 - 36 – Mid-term negotiations
 - 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.
- b. Union officials who are Agency employees shall spend the majority of their paid time performing Agency business or attending necessary assigned training in order that they develop and maintain the skills necessary to perform their Agency duties at a successful performance level.
- c. Union officials who are Forest Service employees may be granted official time that is reasonable, necessary and in the public interest to perform the following representational functions:

1. Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.
2. Attendance at a formal discussion or Weingarten meeting.
3. Receive, review, prepare, and present grievances.
4. Prepare for negotiations and negotiate.
5. Prepare for and participate in Impasse proceedings.

d. Official time may not be granted or used for:

1. Internal union business
2. Political or lobbying activities

e. The most economical and efficient means will be used to conduct representational activities. Travel and per diem are at management discretion and may be approved for designated Union Officials who are Agency employees and performing representational functions as specified in this Agreement when Management determines it is an effective and efficient use of resources and the travel serves the convenience of the Forest Service or otherwise is in the interest of the Government. Use of Government owned or leased vehicles for official time may be authorized and will be in accordance with the provisions of Article 7.

7. Request and Release Procedures: The decision to approve, delay, or deny a request for release for Official Time will be made by Management. A union representative must request release from their assigned agency duties to perform the union representational duties outlined in Article 6.3.

a. Procedures for Release Requests are as follows:

1. The Union official will request release from their assigned duties to perform a representational matter (see Article 6.3) and for use of official time from their first-line supervisor.
2. The Union official will request release, in writing, as far in advance as practical.
3. The release request must contain the following information in enough detail needed to determine if the request is reasonable, necessary, appropriate and in the public interest:

- a. The type of representation matter(s), see Article 6.3;
 - b. The approximate length of time needed;
 - c. Location, and
 - d. A way to contact when away from their normal duty station.
4. Union requests for official time may be granted based on workload, number of employees available, types of skills needed to accomplish the work, emergency situations, etc.
 5. Union Officials and supervisors are expected to communicate on release requests, the use of approved official time and/or any travel needs.
- b. A request for release to perform representational duties may be denied or delayed for the following reasons:
1. Insufficient information provided in release request to determine a reasonable amount of time and if the release is necessary and/or in the public interest;
 2. To meet immediate workload needs and the agency mission, goals and objectives;
 3. Emergency or staff safety situations;
 4. The union representative has not been performing the majority of their employed time performing agency business or ensuring that they develop and maintain the skills necessary to perform their agency assigned duties at the fully successful performance level.
- c. If the Union Official cannot be released due to any of the above provisions, the Union Official will be released as soon as the mandatory work requirement is met, the staffing safety matter is resolved, detailed information is provided, another Union representative is designated for the matter, or other appropriate arrangements are made. Denials or delay of more than one day in release will be given to the Union Official in writing, explaining the reason. If a denial or delay in releasing a Union Official involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

d. The parties may agree to ongoing release arrangements for each pay period, that are reasonable, necessary, in the public interest and that ensure the majority of the employee's time is spent performing agency business.

8. The Union will give no less than twenty-four (24) hour notice if the Local #0446 Union President or his/her designee requests a meeting with Management.

9. The Parties, especially Union representatives and first-line supervisors, are encouraged to meet as necessary to informally discuss and attempt resolution of matters of mutual concern including, but not limited to, interpretation and administration.

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

11. **Membership Drives:** Upon request and subject to normal security limitations, the Union may be granted authority to conduct up to two membership drives at any location within a one (1) year period, up to forty-five (45) days duration each, before and after duty hours, and at break periods and lunch periods.

ARTICLE 6

MANAGEMENT RIGHTS

1. In the administration of all matters covered by this Agreement, the Parties and the employees are governed by existing or future law.

2. Management Rights per 5 U.S.C. 7106:

a. Subject to subsection (b) of this section, nothing in this chapter shall affect the 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 to:

a. Hire assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees.

- b. Assign work, to make determinations with respect to contracting out, and to determine the personnel by Management's operations shall be conducted;
 - c. With respect to filling positions, make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
 - d. Take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude any agency and any labor organization from negotiating,
- 1. 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;
 - 2. procedures which management officials of the agency will observe in exercising any authority under this section; or
 - 3. the appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 7

UNION USE OF OFFICIAL FACILITIES, EQUIPMENT 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 the Article.
- b. Use of government equipment, facilities and services may be made available to the Union on a limited basis for performing representational work on official time.

2. Union Use of Electronic Communication (EC) Systems:

- a. Designated Union officials may be authorized to use EC systems on official time for representational purposes as defined in Article 5.6 (c). Such use is not permitted for internal union business.

- b. Union use of EC systems will comply with all existing rules, regulations, and standards of employee responsibilities and conduct, including USDA DR 4070-735-001. EC systems are defined as the current and future computer systems and software, fax, cellular phones and land-line phone systems. Union use of EC systems that management determines is a violation of Agency policies, laws and regulations will be discontinued.
3. The internal mail distribution service of Management may be available for reasonable use by the Union to conduct representational activities agreed to in Article 5. The cost of other mail services will be responsibility of the union.
4. **Bulletin Boards:**
 - a. Bulletin board space of at least 24 by 36 inches for posting notices, literature and communication, limited to Union use only, may be made 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. Any postings or notices, either hard copy or electronic, will not contain language that is inflammatory, derogatory, or otherwise in bad taste, as determined by Management, and will comply with all existing rules, regulations, and standards of employee responsibilities and conduct, including USDA DR 4070-735-001.
 - b. Additional bulletin boards and/or space may be negotiated at the Center Level.
5. Management agrees to furnish to the Union, usually not more than monthly, an up-to-date list of employees in the organizational unit showing name, position, title, and Bargaining Unit Status code (BUS), Fair Labor Standards Act code, and official duty station upon request by the Local. Requests will be made in writing to the Center Director with a cc to the designated Labor Relations Specialist.
6. Management agrees to provide to Union Representatives and employees reasonable access to publications such as the Forest Service Manual (FSM), Federal Personnel Manual Handbook, Position Classification Standards, and other publications available on the Forest Service website. Training on the use of web-available information will be provided as appropriate. The union will be advised where to find the publications or provided an electronic copy of an accessible link, upon request.
7. **Union Use of Government-owned or leased vehicles:**

- a. Government-owned or leased vehicles may be authorized in accordance with current Federal Travel Regulations for use by Union officials employed by the Agency for Union representational functions for which official time release has been approved, provided that management has determined it is in the primary interest of the government and an efficient and effective use of resources, and:
 1. A vehicle is available.
 2. The Union Representative has made reasonable efforts to resolve the matter through the use of more economical representation means such as telephones, email, electronic meeting capabilities, etc.
 3. A more economical and efficient method of transportation is not available.
- b. When a government vehicle is not available, Union use of a private vehicle for a representational matter and reimbursement for mileage that is in compliance with Federal rules and regulations and is in the primary interest of the government may be approved at management discretion.

ARTICLE 8

GRIEVANCE PROCEDURE

1. The purpose of this Article is to provide a mutually acceptable method for the prompt resolution of grievances filed by the Parties and/or employees. The Parties agree that most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and the public interest.
2. Grievance means any complaint:
 - a. By any employee concerning any matter relating to employment of the employee;
 - b. By an 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:** This grievance procedure does not apply to:
 - a. Any claimed violation of Title 5, Chapter 73, Subchapter III, relating to prohibited political activities (Hatch Act);
 - b. Retirement, life insurance, or health insurance;
 - c. A suspension or removal under 5 U.S.C. 7532 (national security reasons);
 - d. Any examination or certification administered by the Office of Personnel Management;
 - e. Appointments;
 - f. The assignment of a performance rating of record that is Superior or higher;
 - g. The classification of any position that does not result in the reduction in grade or pay of any employee;
 - h. An award in any form of incentive pay; including cash awards; quality step increases; or recruitment, retention or relocation payments.
 - i. Reduction-in-Force or furloughs of more than 30 days;
 - j. Separation or reduction-in-grade action taken under 5 U.S.C. 7515 (Adverse Actions) or 5 U.S.C. 4303 (Unacceptable Performance). Employees may have appeal rights for these actions.
 - k. Separations during a probationary or trial period;
 - l. Bills of Collection issued to employees, which are covered by special process in Article 21, Section 10;
 - m. Collections from accountable officers (unless case law allows it to be grieved);

n. Determinations of exempt/nonexempt status and claims for compensation under the Fair Labor Standards Act.

4. **Election of Forum:** An employee shall be deemed to have exercised his/her option under this subsection to raise the matter under either a statutory procedure or the negotiated procedure, an election of forum, when the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the negotiated procedure, whichever event occurs first. In the event an appeal or complaint of an employee is accepted who has exercised a statutory procedure or timely filed a grievance, the grievance or other procedure will be cancelled.

5. **Resolution:**

- a. Most grievances arise from misunderstanding 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 by the Parties in writing.
- b. Management will cancel an employee's grievance upon termination of the employee's employment with the Agency, unless the 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.

6. A grievance may be filed by an employee or a group of employees, by the Union, or by Management. Only the Union, or a representative designated by the Union, may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it resolved without representation by the Union provided that the Union will be given an opportunity to be present at all formal discussions in the grievance process. Any resolution must be consistent with the terms of this Agreement.

7. **Grievance Filing:**

- a. The parties are encouraged to freely engage in Conflict Management Program services including mediation and facilitated discussions that will assist in facilitating resolution of problems.

- b. 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.
- c. Grievances will be filed with the designated Receiving Official noted below in section 7. The Receiving Official may designate another grievance Deciding Official full authority to decide or settle the grievance. Written designation notice will be provided to the designated Union official within ten (10) days of receipt of the grievance.
- d. If at any step of the grievance procedure it is determined that the Management official does not have the authority to resolve the grievance, the grievant and the designated Union official will be informed and the grievance will be forwarded to the proper official. This will fulfill the grievant 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 arbitration.

8. Grievance Procedure:

a. Step 1:

1. The grievant and/ or representative must file a Step 1 Grievance in writing with the Center Director, with a carbon copy to the Labor Relations Specialist, within thirty (30) days of the incident resulting in the complaint or the date the grievant first became aware of the matter which precipitated the grievance.
2. The written grievance will identify the nature of the grievance, a summary of the issues, the contractual or legal non-compliance or violation, and the relief requested. The parties may mutually agree to meet to discuss the grievance matter prior to issuing a grievance response.
3. A written decision will be transmitted to the grievant and Union within thirty (30) days after the grievance filing date. Included within such decision shall be a statement indicating the grievant right to submit a grievance to Step 2.

b. Step 2:

1. If the grievant is dissatisfied with the decision given in Step 1, the grievant may submit a Step 2 grievance in writing to the National Assistant Director, with a cc to the Labor Relations Specialist, thirty (30) days after receipt of the Step 1 Grievance Response.
2. The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 2 will include the information required under Step 1 and a copy of any letter or documents 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 of the grievant to leave the Center, telecommunications may be used at the option of either Party.
4. The official listed above shall render a written decision to the grievant and the Union with thirty (30) days of the receipt of the Step 2 grievance. This decision shall be the final Agency decision on the grievance. Included with the decision shall be a statement indicating that if the grievance is not resolved, the Union may refer the matter to arbitration in accordance with Article 9. Any grievance starting at the Step 2 level with the National Assistant Director that are not resolved, may proceed to arbitration.

9. Management Grievance Procedure:

a. Step 1:

1. The Center Director or appropriate management official may file a written grievance with the Local #0446 Union President. The grievance must be filed within thirty (30) days of an alleged violation of contract, regulation, law or other obligation unless Management could not reasonably be expected to be aware of the incident by such time. In that case, the notification must be given within thirty (30) days from the date the incident became known. The parties may mutually agree to meet to discuss the grievance matter prior to issuing a grievance response.

2. The Union President shall respond in writing to the grievance filing official, with a cc to the Labor Relations Specialist, within thirty (30) days of the grievance filing date.

b. Step 2:

1. If not resolved at Step 1, the Center Director or appropriate management official may submit a Step 2 grievance to the National Office of AFGE within thirty (30) days of receipt of the Step 1 decision. The National Office will make a decision in writing to the grievance filing official with a cc to the Labor Relations Specialist, within thirty (30) days of receipt of the Step 2 grievance.
2. In the event satisfactory resolution is not achieved, the management official designated to receive the Step 2 decision may elect to process to arbitration in accordance with the provisions of Article 9.

10. **Time Limits:** An extension to time limits in this article may be requested in writing, to the official designated to receive the grievance, and extended by mutual consent of the Parties.

- a. Failure of the responding management official to meet time limits, shall result in the grievance automatically moving to the next step in the negotiated grievance process.
- b. Failure of the Union or grievant to meet time limits automatically cancels the grievance.

ARTICLE 9

ARBITRATION

1. **Right to Arbitration:**

- a. If a grievance decision processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to the Federal Mediation and Conciliation Service (FMCS) for arbitration by Management or the Union. The Party filing the arbitration will notify the other party in writing with a copy of the arbitration filing notice within seven (7) days of the filing. An arbitration must be filed in writing, signed by the President of AFGE Local #0446, or the appropriate

Management Official at Step 2 under Article 8.8, within thirty (30) days following receipt of the grievance decision.

- b. The Party invoking arbitration may opt to postpone the arbitration hearing date if that Party has filed an Unfair Labor Practice charge alleging information relevant to the case has been withheld until the Federal Labor Relations Authority has rendered its decision.
2. Where there are a number of grievances concerning the same issue, the Parties will review the issue and may mutually agree to combine the grievances for a precedential decision by the arbitrator.
3. **Arbitrator Selection:** Unless otherwise mutually agreed, the invoking Party will submit a request within seven (7) days of invoking arbitration to the FMCS for a list of seven impartial persons qualified to act as arbitrator. Within fifteen (15) calendar days after receipt of such list, Management and 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 list. The determination of which Party shall strike first from the list will be determined by the flip of a coin or an agreement between the Parties. 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. The invoking party must submit the arbitration case information to the Arbitrator and /or FMCS and the charged party within twenty-one (21) days of election of the arbitrator. Failure to do so cancels the grievance.
4. Each Party shall submit a separate statement to the arbitrator, who shall determine the issue to be heard. The Parties may agree to a joint submission.

5. Fees and Expenses:

- a. The cost of arbitration, including arbitrator's fees and expenses, shall be borne by the losing party. When a decision does not clearly favor one party's position over the other, the arbitrator may specify that all costs should be borne equally by the parties.
- b. If a transcript is requested by either Party, the cost will be borne by that party. If the other party requests a copy, they will pay half (1/2) of the total cost of the transcript.

- c. In the financial interest of both parties, arbitrator lists will be requested on-line. The cost to file the Arbitration and obtain the panel/arbitrator list will be split by the parties.
- d. 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.
- e. The arbitration hearing will be held, if possible, on Agency premises and during the regular day-shift hours. If the hearing cannot be held on Agency premises, the arbitration meeting location will be mutually agreed to by the parties. 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 federal travel regulations. Questions raised as to whether a witness is necessary will be resolved by the arbitrator. An equal number of Union Representatives, employed by the Agency may be authorized official time, travel, and per diem expenses, in accordance with Article 5 provisions, as there are Management Representatives.
- f. Employee grievant(s) on shifts other than the regular day shift will be temporarily placed on the regular day shift for the duration of the hearing in which they are involved. Employee witnesses other than the grievant(s) will be made available for the hearing subject to applicable overtime compensation.
- g. Both Parties will provide a list of their witnesses no later than four (4) weeks before the actual date of the arbitration.

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 supplements.
- b. The arbitrator who heard the merits of the case will retain jurisdiction until all issues pertaining to the implementation of the award have been resolved. The Parties shall use the most economical and efficient method of resolving these issues.

7. **Threshold Determinations:** The arbitrator shall have the authority to make threshold determinations concerning grievance and arbitration ability, continuing violation theory or any other legal threshold matter to be resolved. Threshold questions shall be resolved by the arbitrator prior to the hearing on the merits of the grievance, unless otherwise agreed by the Parties.

8. **Arbitration Process:**
 - a. Upon selection of the arbitrator in a particular case, the respective representative 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.
 - b. If the Arbitrator is not available within the timeframe, the Parties shall agree either to extend the time frame or select a different Arbitrator.
 - c. The Arbitrator will be requested to render the decision and remedy to the Parties as quickly as possible, but, in any event, no later than thirty (30) days after the conclusion of the process as described above, unless the Parties agree to a different timeframe.
 - d. The Arbitrator's decision shall be final and binding, unless an exception is filed with the Federal Labor Relations Authority (FLRA). If no exception is filed, the Arbitrator's decision and remedy will be implemented. An exception to the Arbitrator's decision may be filed in accordance with FLRA regulations.

9. **Expedited Arbitration:**
 - a. A stipulation of facts to the Arbitrator can be used when both Parties agree to the fact 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 decision based upon the facts presented.
 - b. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the Arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts, and render an on-the-spot decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

- c. By mutual agreement, either Party may ask the Arbitrator to render summary judgement.

ARTICLE 10

NEGOTIATIONS

1. Midterm Negotiations:

- a. The Parties agree that changing working conditions may create a need for the Agency and/or the Union to propose midterm negotiations regarding items that are not already covered by this Agreement.
- b. If negotiations are requested for a negotiable matter, the Parties will meet and negotiate in accordance with Section 2 of this Article with respect to the proposed changes to conditions of employment.
- c. Management may implement changes in conditions of employment, not in conflict with this Agreement, after the Union has been notified in writing of the changes and given the opportunity to bargain, including conclusion of mediation and impasse procedures.
- d. Management agrees that it will not unilaterally implement negotiable changes in personnel policy or practices or conditions of employment that effect bargaining unit employees working conditions, until the bargaining obligation has been met, except for emergencies or when the date of implementation is required by law. In these situations, post-implementation issue resolution or negotiations may be appropriate.

2. Negotiation Procedures:

- a. For Management initiated proposals, Management will furnish notice of the changes affecting conditions of employment to the Local #0446 President. The Union has up to thirty (30) days after receipt of the proposal to request mid-term negotiations by submitting written proposals to Management. If a timely response with written proposals is not received from the Union, Management may implement the change.
- b. For Union proposed changes, the Union will submit a written Union proposal notice to the appropriate Center Director, with a cc to the designated Labor

Relations Specialist. Management will respond within thirty (30) days of receipt of the proposal.

3. **Information Requests:** Union information requests must satisfy Authority case law in accordance with 5 USC 7114 (b) (4) concerning the particularized need standard and may not include matters concerning privacy and confidentiality. The Parties agree that information requests will be prudent and necessary to respond to the notice or proposal.
4. **Time Limits:** When information data is requested from either Party regarding a matter to be negotiated, the time limits for a formal notice response will be automatically extended to that equal to the number of days it takes to receive the information or a response. The parties will submit information requests regarding the matter to be negotiated at least fifteen (15) days in advance of scheduled negotiations or the notice response due date.
5. **Ground Rules for Midterm Negotiations:** The parties will use the most economical and efficient methods to conduct negotiations, including teleconferencing and/or electronic communication tools. Union negotiators in numbers equal to the number of Management negotiators will request official time and travel and per diem in accordance with Article 5 procedures. Additional ground rules may be established by the Parties prior to negotiations.
6. **Posting and Distribution:** The electronic distribution of all Memorandum of Understanding (MOU) to Union officials and Management will be the responsibility of Management, unless otherwise agreed. Management will provide a copy of a final signed MOU to the AFGE Local #0446 President within thirty (30) days of the effective date.
7. **Negotiability Disputes and Impasses:**
 - a. 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 resolve any negotiability matters. The Union will be provided, upon request, with a written statement of the rationale for a claim of non-negotiability. Either Party may submit a negotiability appeal to the FLRA in accordance with applicable regulations.
 - b. In the event of an impasse, either Party may invoke mediation, and, if unsuccessful, may request the Federal Services Impasse Panel (FSIP) to consider the matter, or by mutual agreement, may refer the matter to binding arbitration in accordance with Article 9.

8. **Past Practices:** Upon approval, this Agreement will supersede and cancel all previous formal and informal labor agreements, including any past practices, and will serve as the sole Agreement between the parties.

ARTICLE 11

PRE-NOTIFICATION 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. The charged party will respond in writing acknowledging receipt of the pre-ULP Notice and its intent to request the opportunity to discuss the issue(s). If resolution is invoked, the Parties will attempt resolution within five (5) working days, unless more time is mutually agreed to. If the charged party does not acknowledge receipt within two (2) days of the pre-ULP filing, the formal ULP may be filed. The informal resolution period will not extend formal FLRA ULP filing timelines.
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 require pre-notification to the charged party.

ARTICLE 12

ORIENTATION OF EMPLOYEES

1. All new employees shall be informed by Management that the Union is the exclusive representative of bargaining unit employees assigned to the Centers. When the Union supplies Management a packet of Union representational information, it will be provided to bargaining unit employees in the new employee orientation package.
2. Representatives of the Union will be invited to speak at orientation sessions which are held for bargaining unit employees. The local parties may negotiate the amount of time needed, normally presentation time will not exceed one (1) hour. Union representatives must request official time in accordance with Article 5 procedures. The Union will receive a reasonable notice of at least seven (7) days prior to the sessions(s).
3. Upon request, but not more frequently than monthly, the local Union will be given a list of all employees added to the bargaining unit for the period requested.

4. Union representatives may remain in attendance during all of the orientation session(s) while conditions of employment are discussed in accordance with official time request and approval per Article 5.

ARTICLE 13

POSITION DESCRIPTION AND CLASSIFICATION

1. **Policy:** Each employee shall have a position description which is accurate as to title, series, and grade, and clearly states major duties that are reflected in performance elements. A position description is deemed to be accurate when principal duties, knowledge requirements, and supervisory relationships are described, and it covers 80 percent or more of the work situation. All major duties must be covered in the 80 percent or more of the work situation. The term “major duty” means the grouping of tasks that are grade or series controlling, or takes 25 percent or more of an employee’s time. The position description shall be reviewed annually by the employee and work supervisor, normally during the performance review period.
2. **Position Description Review Procedure:** Any employee who feels that he or she is performing duties outside the scope of their position description, or that it is otherwise inaccurate, may make a written request to their immediate supervisor that the position description be reviewed. The written request will include a summary of the inaccuracies and/or additional duties not described. The position description is then to be reviewed by the first line supervisor and the findings presented to the employee within thirty (30) days of the employee’s request for review. In conducting the review, the supervisor will consider the employee’s written and oral comments. Management shall refrain from reassigning an employee’s duties during the position description review, if the sole purpose for reassigning the duties is to avoid reclassification of the 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 the accuracy of the PD review in accordance with Article 8.
3. **Position Classification Review Procedure:** When the supervisor agrees a position description is inaccurate for the position’s assigned duties or the employee believes it is not properly classified, a position classification review or the rights and process for appeal may be requested. If the employee requests a position classification review from Management, Management will initiate an action. The classifier will consider the employee’s written and oral comments. The employee may have Union representation during discussions related to the classification review. The findings will be reported via email to the employee no later than ninety (90) days from the date of the classification

review action. The employee may appeal the results of the classification review. Management shall refrain from reassigning an employee's duties during the classification review if the sole purpose for reassigning the work is to avoid reclassification of the employee's position.

4. **Noncompetitive Promotion:** If a classification 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; the employee may be promoted; or the position may need to be competed in accordance with DR 4030-335-002, Merit Promotion and Placement. If Management eliminates and/or redistributes the grade controlling duties, the employee will be advised in writing of the decision within fifteen (15) days of the completion of the review. If Management temporarily needs to have the higher graded duties remain with the employee past the fifteen (15) days, then the employee will receive a noncompetitive temporary promotion, if eligible. The temporary promotion will be effective no later than the start of the pay period after the fifteen (15) days. If an accretion of duty action is applicable and management decides to process the promotion action, the employee will be promoted at the beginning of the first full 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.

5. New or Revised Position Description:

- a. When an employee is assigned additional major duties, for twelve (12) months or more, not reflected in his/her current position description, Management will determine the appropriate process for modifying the position description. If appropriate, 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 the new position description and any associated performance measures and elements.
- c. If the Union requests copies of bargaining unit position descriptions they will be provided to the Union on a case by case basis.

ARTICLE 14

PERFORMANCE MANAGEMENT SYSTEM

1. Management and the Union recognize the right and obligation of Management to evaluate the performance of bargaining unit employees. The Parties agree that the Performance Management Program processes for the Agency in accordance with USDA DR 4040-430 will be applied in conjunction with the provisions of this Article.
2. The establishment of a performance plan consisting of performance elements and standards will include input from the employee. It is the supervisor's responsibility to ensure that the annual performance plan is documented on the Performance Plan and Appraisal for Non-Supervisors (AD-435E) form and signed by both the employee and rating official no later than thirty (30) days from the beginning of the new performance year, or within thirty (30) days after a change of position. Amendments or clarification of performance standards may be made during the rating year, with any amendments to standards noted on the AD-435 E form along with the initials of the employee and supervisor. The employee's signature or initials means that the performance plan has been discussed with and received by the employee.
3. Performance elements and standards must be consistent with the duties and responsibilities contained in the employee's position description. Generic standards for each element will be used without modification but must be clarified through measures and expectations. Supervisors and their employees shall discuss the content and meaning of performance standards at the time they are established or modified, and as necessary, document any clarification.
4. **Review:**
 - a. The rating official will be an individual with administrative authority to appraise the employee and who has direct knowledge of the employee's work performance. Performance rating officials may consider work-related factors beyond the employee's control when evaluating their performance.
 - b. A rating official may modify performance level expectations to adjust for time spent on Union activities, in accordance with 5 U.S. Code § 7114 and Article 5, for employee's administering this Agreement in addition to their regular duties.
 - c. Performance elements will be established in accordance with USDA DR 4040-430.

5. Application:

- a. The application of the performance standards and elements to employees having the same rating official and like duties and responsibilities will be done in a fair manner.
- b. Performance ratings will be prepared in accordance with the following:
 - 1. Quarterly progress reviews shall occur between the rating official and employee to discuss key accomplishments, areas for performance improvement, potential performance problems or changes to performance expectations. Progress reviews will be accomplished in accordance with USDA DR 4040-430 and conducted in a confidential location.
 - 2. The rating of record will be documented on the AD 435E form and may include, to the extent feasible, any relevant documentation.
 - 3. Performance ratings will be given to employees in a performance plan for ninety (90) days or more.
 - a. The rating period will correspond with the fiscal year (October 1 through September 30).
 - b. Temporary employees with a tour of duty of 90 days or more will be given a performance appraisal at least seven (7) days prior to the date of separation.

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

- a. Level of competence determinations will be made in accordance with 5 CFR 531, Subpart D and applicable government-wide and Departmental regulations.
- b. Advancement to the next higher step of the employee's grade shall be processed when management approves and the employee has:
 - (1) Completed the waiting period;
 - (2) Not received an equivalent increase during the waiting period; and
 - (3) A current summary rating of fully successful or higher.

- c. Prior to withholding a WGI, the employee may be advised in writing that his/her performance is unacceptable and the employee will be given thirty (30) days to demonstrate acceptable performance. The written notification will advise the employee of those aspects of performance which are deemed unacceptable and what the employee must do to improve performance to be granted the within-grade increase. If the employee does not demonstrate acceptable performance within thirty (30) days, the employee shall be notified in writing of the reasons for withholding the within-grade increase. The written notification will inform the employee that he/she can request reconsideration of the denial of the within grade increase.
- d. An employee may request reconsideration of the within grade increase denial by filing, not more than fifteen (15) days after receiving notice of determination, a written response. Management shall reconsider the determination. When a within grade increase withholding is sustained after reconsideration, an employee shall be informed in writing of the reasons for the decision and of his/her right to grieve the decision. The grievance will begin at Step 2 within thirty (30) days after the employee receives the reconsideration decision letter since the reconsideration decision is considered the equivalent of Step 1.
- e. The employee may request to have Union representation for the reconsideration request process.

ARTICLE 15

PROMOTION AND DETAILS

- 1. Management may make selections for vacancies from among a properly ranked and certified lists for promotion, or any other appropriate source. The selection official may also elect not to fill the position from the promotion certificate. Competitive actions follow Merit Promotion principles, the procedures described in USDA DR 4030-335-002, Merit Promotion and Internal Placement and the procedures in this Article for bargaining unit positions.
- 2. **Vacancy Announcements:**
 - a. All permanent positions to be filled in the bargaining unit shall normally be advertised using Merit Promotion procedures prior to filling from any appropriate source except for:

1. Lateral reassignments.
 2. Voluntary demotions, per Article 30.
 3. Demotions for disciplinary, performance reasons or RIF.
 4. Student /Intern appointments.
 5. Conversion of Student/Intern appointments.
 6. 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
 7. Entry-level clerical and technical, GS-04 and below, and Wage Grade 3 positions.
 8. Positions where underrepresentation shows an absence of qualified candidates for that particular occupation, where analysis of workforce statistics shows the internal recruitment pool is not likely to yield an adequate number of diverse applicants.
 9. Positions filled using the 5 U.S.C. 71 Excepted Appointment Authorities.
 10. Other positions, where the local Parties mutually agree to an exception.
- b. Job Vacancy Announcements will be posted on the USAJOBS site. Announcements shall be open for a minimum of fourteen (14) days, including weekends and Federal holidays up to a maximum of twenty-eight (28) days.
 - c. Vacancy announcements shall contain:
 1. The announcement number.
 2. Opening date.
 3. Closing date.

4. Title, series, and grade.
 5. Tour of duty, if other than permanent full time.
 6. Organizational location.
 7. Summary of the duties and responsibilities, include 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.
- d. If a position is announced as temporary, and the announcement does not state it may become permanent without further competition, the position will be re-announced or filled through non-competitive appointment if management decides to fill the position permanently.
 - e. Qualification requirements and selective placement factors for positions to be filled through merit promotion shall be job related.
 - f. Promotion procedures will apply to selection of candidates by transfer, reinstatement, or promotion to a higher-grade position than previously held or to a

position with known promotion potential higher than the promotion potential of a previous position.

- g. Upon request, when investigating a potential grievance, the designated Local Union Representative will be provided information in accordance with the Merit Promotion Plan non-selection rights.
- h. Determination of factors, methods, and forms to be used in the evaluation, ranking and selection of candidates shall be in accordance with the USDA DR 4030-335-002, Merit Promotion Plan, including agreed-upon amendments.
- i. An employee's rights for non-selection information are as contained in the DR 4030-335-002, Merit Promotion Plan.
- j. The Union may request information in accordance with 5 USC 7114 (b) in a formal Information Request to the Center Director, with a cc to the designated Labor Relations Specialist, for documents pertaining to non-selection rights in accordance with DR 4030-335-002, Merit Promotion Plan and the process for the filling or non-filling of vacancies.

3. Career-Ladder Promotions:

- a. Competitive procedures are not applicable for career promotions when competition was documented at an earlier stage. Except as provided below, employees within a career ladder will be promoted to the full performance level as soon as they met the time-in-grade requirements and have successfully met the requirements of the current and the next higher grade in the areas they have been provided an opportunity to perform. Where practicable, management will provide opportunities to the employee to demonstrate successful performance. Upon demonstration of the ability to perform at the higher level, the supervisor will initiate the career ladder promotion action.
- b. If a supervisor's review leads to the conclusion that the employee's performance 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 provide the details for promotional noncompliance and advice 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.

- c. However, if the decision not to promote is based on performance, the employee will then be given thirty (30) days to demonstrate improved performance to a level warranting promotion. If at the end of thirty (30) days performance has improved to an acceptable level, the employee will be promoted to the higher grade.

4. **Re Promotion Rights:** This section applies for up to two (2) years from the date of involuntary demotion. It does not apply to involuntary demotions due to performance or misconduct.

- a. Candidates with re promotion rights will be given appropriate consideration, prior to filling of vacancies in accordance with DR 4030-335-002 Merit Promotion Plan.

- b. When more than one employee has re promotion rights and both are qualified for a position, the employee with the earliest leave service computation date will be offered re promotion first.

- c. Offers of positions outside the local commuting area to employees whose positions have been involuntarily downgraded, and who are entitled to saved-grade/saved-pay protections may be declined by the employee and shall not affect the entitlement to saved grade or saved pay. Commuting area is defined as any population center or two or more neighboring ones and the surrounding localities in which people can reasonably be expected to travel back and forth daily. The standard commuting area shall be forty-nine (49) miles.

- d. After the two (2) year period covered above, the employee is still eligible for priority consideration to be re promoted to the highest grade previously held on a permanent basis (or intervening grade), if they apply for a position. In order to assert this eligibility, the employee must include their re promotion letter or SF-50 showing their involuntary downgrade indicating that they have re promotion priority consideration when they apply for a vacant position.

5. **Temporary Promotion:** A qualified employee placed in a higher-graded position or assigned to a group of duties that have been properly classified at a higher grade, for thirty (30) consecutive days or more, will be temporarily promoted into that position and paid accordingly. Management will not rotate vacant positions for the sole purpose of avoiding a temporary promotion. When Management determines the need for a

temporary promotion for over one hundred twenty (120) days they may choose to temporarily fill the position non-competitively with multiple candidates or through competitive procedures.

6. **Noncompetitive Promotion:** When management has determined there has been an accretion of duties or additional responsibilities assigned to warrant an increase in grade, Management may noncompetitively promote the employee in accordance with DR 4030-335-002 or eliminate or redistribute the grade-controlling duties.

Before management may consider an accretion of duties noncompetitive promotion, the criteria noted in DR 4030-335-002 must be met, which includes:

- a. The major duties and basic functions of the current position must be absorbed into the new position;
- b. The current position must be abolished;
- c. The new position must not have any known promotion potential beyond its accreted grade level;
- d. The addition of higher level duties and responsibilities must not result in the abolishment of another position, reduce the known promotion potential of another position, or adversely impact another occupied position;
- e. No other employee(s) in the same organizational unit may be performing similar duties prior to the addition of the new duties and responsibilities which precipitated a promotion based on accretion of duties; and
- f. The employee meets time-in-grade and qualification standards.

7. **Details:**

- a. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period within the same grade with no promotion potential, with the employee returning to his or her regular duties at the end of the detail. The employee continues to be the incumbent of the position from which detailed.
- b. Management may detail an employee to a different position or to different set of duties at any time, for any reason management deems to be

appropriate and in the interest of accomplishing the Agency mission. Management may consider employee hardship requests to excuse an employee from a detail assignment.

- c. Details in excess of thirty (30) days will be documented in the employee's electronic Official Personnel Folder (eOPF).
- d. For details to bargaining unit positions within the Forest Service, the following will apply:
 - 1. When Management determines the need for a detailer for over one hundred twenty (120) days, and has determined that there are two (2) or more qualified employees at the same grade level as the detail position, Management may consider rotating the assignment at least every one hundred twenty (120) days.
 - 2. Employees who are considering a detail assignment to another line unit are expected to communicate with their first line supervisor to obtain approval and to discuss release dates, if approved. Detail assignments may be denied.
 - 3. The rating supervisor of the detail will give the employee an interim rating upon completion of details exceeding ninety (90) days. The rating should be entered into the employee's Performance Management file. For details to other agencies, the employee will request a performance evaluation accompany the employee upon return. The Forest Service rating supervisor will consider it in the employee's annual performance appraisal.

- 8. Certification or licensure in a particular field will not be required as a selective placement factor, unless certification or licensure is determined to be a condition of employment and/or required by law or Departmental or Agency Policy.

ARTICLE 16

AWARDS PROGRAM

- 1. The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both Management and the employee. The awards program will be administered in accordance with Title 5 Code of Federal Regulations, Parts 451, 430,

and 531 (5 CFR Parts 451, 430 and 531) and DR 4040-451-1, USDA Awards and Recognition Program.

2. The Parties agree that safety, civil rights, productivity, efficiency, and public service may receive emphasis in the awards program.
3. 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 Agency operations. Awards may have the effect of motivating employees to increase their productivity and creativity for the benefit of the Agency mission and the public we serve. To meet this goal, awards should be given as soon as possible after the achievement. Award programs will be equitable in opportunity and a fairness in the distribution of awards.
4. **Performance Bonuses:** Recognition may be given at Management election for performance rated above fully successful. Types of awards may include lump-sum performance bonuses and Quality Step increases. See DR 4040-451-1, USDA Awards and Recognition Program.
5. **Monetary Extra Effort Awards:** Recognition given for a particular accomplishment such as those defined above. Dollar amounts are determined by the value of benefits and application of the contribution to the Forest Service mission or goals. Nonmonetary awards can be given in conjunction with monetary recognition. Types of these awards may include extra effort, spot, suggestion and travel related gainsharing awards.
6. **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 may include time off awards, keepsakes, letter of appreciation, and honorary awards.
7. **Peer Awards:** Parties encourage the use of a peer award program, wherein employees are authorized to recognize coworkers, which may be established at the appropriate level.
8. **Length of Government Service Recognition:** Employees will be recognized in five (5) year increments for their length of government service. A length of service award will include a pin, certificate, and management may consider a nonmonetary keepsake.
9. Management may schedule an appropriate award presentation for an employee taking into account the employee's preferences. When possible, the supervisor will inform the employee of a monetary award before the employee receives the money.

10. Upon request, a union official may be provided an award report for bargaining unit employees on the represented unit. The standard report will include: type of award; date of award; pay plan; grade; series; title bargaining unit status code; and organizational code for the last three years from the date of the request.

Note: This standard report does not include employee names. If the Union needs employee names or other information than that which is in the standard report above will need to file an information request and provide a particularized need.

11. Whenever possible, recipients may be allowed a choice in the type of recognition they receive. For example, an employee may be offered the opportunity to select from among several kinds of nonmonetary keepsakes for length-of-service recognition or a time-off award in lieu of monetary spot award. Once granted, time-off awards cannot be converted to a cash payment.
12. Management will make a good faith effort to set aside funds that may be used in anticipation of monetary awards.

ARTICLE 17

WORK SCHEDULES

1. **Tour of Duty:** Management will assign a tour of duty consistent with the assigned duties to be performed and the mission of the Agency. A tour of duty is an employee's assigned shift (work hours) within the standard work schedule. When Management knows in advance, it will give employees at least ten (10) calendar days written notice before changing the tour of duty, except for emergency or unforeseen situations. An employee may request to work a different tour of duty through their direct supervisor. Management will give consideration to employee's personal needs when changing a tour of duty or when a change is requested.
2. **Work Schedules:**
 - a. **Standard Work Schedule:** A standard work schedule will be the default work schedule. The standard work schedule work week for full-time employees will consist of five (5) consecutive eight (8) hour days (forty (40) hours per week). Days off will normally be two (2) consecutive days. The working hours in each day in the standard work schedule are the same in accordance with 5 USC Chapter 61.
 - b. **Maxi flex:** A maxi flex work schedule allows an employee to vary the number of hours per day and the number of days per week. The employee must account for at least eighty (80) hours per pay period and core hours on three (3) workdays per work week. 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. Recognizing that all Center operations must be adequately staffed, all employees in positions eligible for a flexible work schedule have the right to request a maxi flex schedule. Management has the authority to approve or disapprove a maxi flex work schedule request.

- c. **Compressed Work Schedules:** Compressed work schedules are fixed schedules in which employees complete their basic work requirement in less than 10 days during a pay period with a set tour of duty at the discretion of management to meet operational work needs.

Approved compressed schedules:

- a. 4–10: The employee works four 10-hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.
- b. 5–4/9: The employee works eight 9-hour days with one 8-hour day. Employee schedules short day and day off with supervisor. Credit hours are not earned.

3. Work Schedule Change:

- a. An employee may make a written request for a change in work schedule through their immediate supervisor. Management will review the request in consideration of the mission needs of the position and the details provided. If a request is denied, management will issue a written response to the employee within ten (10) days of the request.
- b. Management may consider a work schedule change and issue a decision or modify or change a work schedule to meet the work objectives and mission needs of the Agency based on the following criteria:
 - a. Productivity.
 - b. Level of direct or indirect services furnished to the public.
 - c. Cost of operations, other than reasonable administrative costs.

4. For Management initiated changes, when Management knows in advance, it will give employees at least ten (10) calendar days written notice before changing a work schedule, except for emergency or unforeseen situations. The Local Union President will be cc'd the notice.
5. Management will not adjust an employee's work schedule for the purpose of avoiding overtime or other premium or extra compensation.
6. **Credit Hours:** Credit hours are hours that an employee elects to work, with supervisory approval, in excess of the employees basic work requirement under a flexible work schedule. Credit hours may only be accrued under a flexible work schedule. Employees must notify their direct supervisor of their intent to earn credit hours and the duties to be performed at least four (4) hours in advance of the time. Management will respond and approve the credit hours if the work is assigned duties that could not have been performed during a normal tour of duty. Credit hours used are considered hours worked.
 - a. A maximum of twenty-four (24) hours may be used as a credit hour carry-over from one pay period to another.
 - b. A leave request must be submitted and approved to use credit hours in accordance with the leave request provisions outlined in Article 19 and supervisor leave request procedures.
 - c. Credit hours earned may be used within the same biweekly pay period. Credit hours must be earned before use.
 - d. Employees cannot be forced to earn credit hours. Employees cannot be forced to use credit hours that are within the maximum credit hour carry-over allowable for their tour.
7. **Rest Breaks:** Authorized rest breaks, not to exceed fifteen (15) minutes approximately midway through each four (4) hour period of the eight (8) hour workday, will be arranged by the employee with the work supervisor, as needed, so as not to interrupt the work of the organization. Additionally, a fifteen (15) minute rest period is authorized within each four (4) hour period of overtime worked.
8. **Meal Breaks:** Employees are required to take a minimum of thirty (30) minutes for an unpaid meal break roughly halfway through their work schedule on any day they work more than six (6) hours. Employees may request and Supervisors may approve deviations to the meal break requirement on a limited case by case basis. If the Agency mission needs dictate and an employee is assigned to work through a meal break, the employee shall be compensated at the appropriate pay rate.

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.
- b. Interest for back pay awards to employees may be requested and may be paid in accordance with current laws and regulations.

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

3. **Advances:** USDA DR 2300-001 in accordance with Federal Travel Regulations (FTR) 41 CFR Part 301 requires the mandatory use of the travel charge card by employees who meet the USDA requirements for issuance of the card. The use of the travel charge card is limited to expenses incurred in conjunction with official travel. Employees who have been issued a travel charge card are expected to obtain cash advances using the travel charge card and generally are not permitted to obtain a travel advance from USDA

4. **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.
- b. Compensatory time is earned at the election of the employee and with management approval to work overtime.
- c. Compensatory time may not be granted in lieu of regularly scheduled overtime that is established in a tour of duty, regardless of whether the overtime is scheduled within the 40-hour basic workweek or outside the 40-hour basic workweek, unless the employee is working under a flexible work schedule.
- d. Eligibility:
 1. General Schedule employees whose basic rate of pay is equal to or less than the maximum rate of a GS-10 may request compensatory time off in lieu of overtime payment.

2. Wage Grade employees may request compensatory time off in lieu overtime payment.

3. Only employees exempt from the Fair Labor Standards Act (FLSA) whose rate of pay exceeds the maximum rate of grade GS-10 may be required to take compensatory time off in lieu of receiving overtime payment.

4. For an employee to receive compensatory time off in lieu of paid overtime, the employee must request it in writing.

5. Overtime:

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

b. **Call Back:** Overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which the employee is required to return to his place of employment after having already concluded his tour of duty and departed the work site. Employees must receive a minimum of two hours overtime compensation or compensatory time for call-back overtime in accordance with 5 USC 5542 (b)(1) and 5 CFR 550.112 (h).

6. **Travel Pay:** Employees shall be compensated for travel time as authorized under 5 CFR 550 and 551, the Fair Labor Standards Act of 1938 as amended, and Federal regulations. If travel time is not compensable, compensatory travel may be earned. Compensatory time off for travel will be forfeited if it is not used within twenty-six (26) pay periods of the pay period it is earned.

ARTICLE 19

LEAVE

1. Annual Leave:

a. Annual leave shall be earned in accordance with appropriate statutes and regulations. Requests for annual leave shall be made in writing, on the OPM 71 Leave Request Form, to the immediate supervisor within a reasonable advance timeframe, unless mitigating circumstances prevail. Approval or denial of leave request responses will be made in writing. Procedures for scheduling annual leave are subject to negotiation.

- b. An employee whose personal religious beliefs require absence from work during limited periods of time may be granted annual leave (or credit hours, compensatory time-off, leave without pay (LWOP)) upon request for such periods, unless the presence of the employee is necessary for efficient operation of the Agency mission. The employee may elect instead to earn and use credit hours in accordance with Article 18.
- c. An employee may be granted annual leave or leave without pay (or credit hours, compensatory time-off) if requested in case of death of a family member. A limited amount of sick leave may also be used (see Section 2.c. below). Management will make every effort to grant annual leave or leave without pay in case of death of other relatives or friends.

2. Sick Leave:

- a. Earned sick leave may be used for medical appointments and for illness of the employee. If there is reasonable indication that sick leave is being abused, the employee shall be informed in writing including special provisions for future leave approval and his or her right to grieve. Abuse of sick leave is not necessarily related to the frequency of sick leave. An explanatory note by the employee when a physician's services were not required will be accepted unless the employee is under valid sick leave restriction, as described above. Advanced sick leave maybe approved by the Center Director for serious illness or disability per Forest Service Handbook (FSH) 6109.11, Chapter 20.
- b. Sick leave will also be granted when the employee provides care for family member as result of physical or mental illness; injury; pregnancy; childbirth or for bereavement. Sick leave may also be approved for general care of a family member such as medical, dental checkups or optical examination or treatment. The amount of sick leave that can be used is limited by law and regulation Title 5, Code of Federal Regulations, Section 630.401 (5 CFR 630.401) and Forest Service Handbook 6109.11, chapter 30.
- c. Sick leave can be used to make arrangements necessitated by the death of a family member or attend the funeral of a family member. The amount of sick leave that can be used is limited by law and regulation (5 CFR 630.401).
- d. The use of sick leave is appropriate when the employee would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.

- e. Employees can use sick leave when they must be absent from work duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
- f. Employees can use up to seven (7) days of paid leave in a calendar year (in addition to sick or annual leave) to serve as a bone marrow donor or thirty (30) days paid leave for organ donation in accordance with 5 USC 6327.
- g. For annual or sick leave, the definition for family member means the following relatives of the employee:
 - (1) spouse, and parents thereof;
 - (2) children, including adopted children and spouses thereof;
 - (3) parents, and spouses thereof;
 - (4) brothers and sisters, and spouses thereof;
 - (5) Grandparents and grandchildren, and spouses thereof;
 - (6) Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

3. Family and Medical Leave:

- a. By reference, the provisions of the Family and Medical Leave Act 5 CFR 630 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 twelve (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 parents 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;
 5. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces;
 6. Eligible employees who are the spouse, son, daughter, parent, or next of kin of a covered service member (current member or veteran of the National Guard, Reserves, or Regular Armed Forces) with a serious injury or illness incurred or aggravated in the line of duty to take up to twenty-six (26) workweeks of FMLA leave during a single twelve (12) month period to care for their family member;
 7. For a "qualifying exigency" related to the foreign deployment of the employee's spouse, son, daughter, or parent.
- c. The Department of Labor FMLA forms WH380-E (for employees) or WH380-F (for family members) will normally be used and are adequate for medical documentation.
 - d. An employee may elect to substitute unpaid time off for any or all of the period of leave taken as provided for in 5 CFR 630.1201.

4. Military Leave:

- a. Military Leave will be granted in accordance with 5 U.S.C. 6323 (a) which provides fifteen (15) days per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of fifteen (15) days into the next fiscal year.
- b. If an employee is called on duty as a member of the National Guard or the Reserves and has used all his or her military leave, he or she may be granted leave without pay upon request and/or may be granted annual leave if requested. Use of alternate work schedule for military duty may be negotiated.

5. Other Paid Leave and Excused Absence:

- a. Paid leave may be granted to employees for participation in activities in accordance with 5 USC Chapter 63, OPM guidance and Agency and

Departmental Regulations on a case by case basis. This leave includes up to three (3) hours of funeral leave for a coworker deceased in the line of duty.

- b. An employee may discuss infrequent tardiness and absences with their supervisor.
6. **Care Center Visitation:** Annual leave or leave without pay may 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.

7. **Leave Without Pay:**

- a. Per administrative discretion and in accordance with FSH 6109.11, Chapter 20, employees may be granted leave without pay (LWOP) upon request. Employees may also be granted LWOP upon request if they have positive annual or sick leave hours accrued.
- b. The Uniformed Services Employment and Reemployment Rights Act of 1994 provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service.
- c. Disabled veterans are entitled to LWOP for necessary medical treatment.
- d. LWOP may be granted for reservists and members of the National Guard who request leave for military training duties for limited periods.
- e. Per administrative discretion, LWOP may also be granted on an extended basis for educational purposes and while awaiting action on a retirement or Office of Workers' Compensation Programs (OWCP) claim.
- f. Per administrative discretion, advanced sick leave or advanced annual leave may be granted in lieu of LWOP in accordance with FSH 6109.11, Chapter 20.

8. **Court Leave:**

- a. Employees who are called for jury duty shall be granted court leave and shall submit jury duty pay to the Agency, except the employee may retain payment received for expenses. 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 paid court leave. Employees summoned in cases involving private parties may request annual leave or leave without pay. Employees who are summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave.

9. **Holiday Leave:** In areas where seven (7) days a week staffing is necessary, scheduling the use of holiday leave shall be fair and based on the Agency mission needs. The procedure for scheduling holiday leave is locally negotiable.
10. **Voluntary Leave Transfer Program (VLTP):** The purpose of the VLTP Program is to allow employees to voluntarily transfer unused accrued annual leave to an approved leave recipient. This program will be administrated as provided for in 5 CFR 630.901, and Agency Policy.

ARTICLE 20

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

1. Consistent with Chapter 43 or Title 5 of the United States Code, action for unacceptable performance will be handled in the following manner
2. Management should discuss performance issues with an employee as soon as they are known.
3. Management shall give an employee the opportunity to demonstrate acceptable performance. The employee must be advised given in writing of the following:
 - a. Details as to the unacceptable performance in one or more critical elements of the employee's performance standards to assist the employee in a thorough understanding of what is needed to bring performance to a successful level.
 - b. Information as to how the supervisor will assist the employee. Assistance may include, training opportunities, mentoring opportunities, and regularity and frequency of meetings to discuss and re-evaluate the employee's performance.
4. The employee shall be given 30 days to demonstrate acceptable performance. A longer demonstration opportunity period may be warranted, at management discretion, 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 that area that has been declared unacceptable. The purpose of the demonstration opportunity period is to assist the employee in performing their duties at the fully successful level.

5. Within seven (7) days of the end of an opportunity period, the rating official will normally notify the employee, in writing, whether the employee's performance has improved to the successful level.
6. If the determination is that the employee's performance is unacceptable, Management may take appropriate action that may include a reassignment or a proposal for a demotion or removal.
7. **Notice of Proposed Action:** An employee whose reduction-in-grade or removal is proposed based on unacceptable performance is entitled to at least thirty (30) days advance written notice which informs the employee of:
 - a. the nature of the proposed action;
 - b. the specific instances of unacceptable performance by the employee on which the proposed action is based;
 - c. the critical elements of the employee's position involved in each instance of unacceptable performance;
 - d. the timeframe to reply;
 - e. the right to be represented by an AFGE Representative, an attorney or other representative;
 - f. And the right to make an oral and/or written reply and to receive a written decision with appeal rights.
8. **Decision:** In accordance with USDA and Forest Service policies and regulations, The Designated Deciding Official in a higher position than the official who proposed the action will make the final decision to remove or demote an employee. Disciplinary actions against employees must be based on just cause, consistent with applicable laws and regulations. The decision letter will inform the employee of the right to appeal the action to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not both, and will inform the employee it is an election of forum. The decision letter shall include the time limits (number of days) to appeal under the negotiated grievance procedures and the MSPB appeals procedure.

ARTICLE 21

DISCIPLINE AND ADVERSE ACTIONS

1. Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of a potential performance or conduct situation that could lead to disciplinary action.
2. An employee must notify management, in writing, of union representation for a disciplinary or adverse action matter. Once Management has been notified that the Union is representing a bargaining unit employee in reference to a specific matter, Management will notify the representative of any additional meeting with the employee relevant to that matter. The notification should allow reasonable time for the Representative to attend the meeting, but no more than twenty-hour (24) hour notice is required. A copy of any correspondence to the employee related to the matter will be sent to the Union Representative at the same time as it is sent to the employee.
3. Admonishment and counseling are not formal disciplinary actions to which the procedures in this Article apply. Non-Disciplinary supervisor direction may include written or verbal admonishment, caution, warning, expectation or counseling. If an admonishment or counseling letter is issued, it will state the specific reasons that gave rise to the letter
4. **Alternative Discipline:**
 - a. The Parties agree that alternative discipline, under the right circumstances, may be an efficient and effective approach in lieu of or in addition to traditional discipline. The Parties may consider and/or propose an alternative form of discipline at any stage during the disciplinary process. If Management decides to propose alternative discipline, a proposal will include at least these provisions:
 1. The specific form of the alternative discipline;
 2. The date by which it is to be completed;
 3. The charged misconduct and the proposed formal discipline or adverse action;
 4. Action to be taken if the employee does not comply;
 5. Recognition by the Parties that the alternative discipline may be referenced in any subsequent disciplinary action; and
 6. A voluntary waiver of any appeal rights the employee may have regarding the matter.

b. Examples of alternative discipline Management may consider include, but are not limited to:

1. A leave donation by the employee through the Agency's leave donation program equal to the amount of time that would have been spent on suspension;
2. Attendance by the employee at an appropriate counseling program approved by the Agency Employee Assistance Program;
3. A "paper suspension," whereby the employee does not serve a suspension or lose pay, but the suspension may be relied on in future disciplinary actions for purposes of progressive discipline.
4. A Last Chance Agreement (LCA), in which the Agency agrees to hold a discipline or an adverse action decision in abeyance in exchange for the employee's:
 - a. Commitment to abide by a certain set of behaviors or conditions for a set period of time as determined by the Agency;
 - b. Waiver of his/her rights to challenge the decision; and
 - c. Agreement that if the employee fails to fulfill the terms of the agreement, the decision will be implemented.

c. Nothing in this section shall take away the Management Right to Discipline or require Management to use alternative discipline in lieu of formal disciplinary action. Management's decision regarding the use, or not, of alternative discipline is not negotiable nor may it be grieved.

5. Discipline and Adverse Actions:

- a. The provisions in this section for discipline and adverse actions 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 position under other than a temporary appointment limited to one (1) year or less.
- b. Disciplinary actions against employees must be based on just cause, consistent with applicable laws and regulations.
- c. Procedures:

For the purpose of this Agreement, disciplinary actions are defined as written reprimands and suspensions of fourteen (14) calendar days or less.

a. Letter of Reprimand:

1. A Letter of reprimand will be clearly titled, and sufficiently specific to indicate why the letter is being issued and what the employee must do to improve or take needed corrective action. The letter will advise the employee of his or her grievance or appeal rights as required by law. Prior notice is not required before the issuance of a reprimand.
2. The letter will advise the employee that the reprimand will be retained in the electronic Official Personnel Folder (eOPF) for a period of two (2) years but may be removed by Management, at its sole discretion, anytime within the two (2) year period.

b. Suspension of 14 days or Less: An employee against whom a discipline is proposed is entitled to:

1. Written notice of the proposed action that specifies the reasons for the proposed action and informs the employee of his/her rights to review the material that was relied upon to support the reason for the action;
2. Not less than twenty-four (24) hours, but no more than seven (7) days, to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of their response. The deciding official may extend the reply period if he/she determines that good cause exists for an extension based on extenuating circumstances. Management will designate an official to hear the employee's oral response who has the authority to make a final decision on the proposed disciplinary action. The right to present an oral response in person does not include the right to a formal hearing with examination of witnesses;
3. Be represented by a representative designated by the Local #0446 President or an attorney; and
4. A written decision at the earliest practicable date, containing the specific reasons for the decision and notifying the Employee of his/her appeal rights.

c. Removal, Suspension for more than fourteen (14) days, Furlough without pay for thirty (30) days or less, or Reduction in pay or grade: In proposing the adverse action, an employee is entitled to:

1. Written notice of the proposed action, which specifies the nature of the proposed action and informs the employee of his/her rights to review the material that was relied upon in proposing the suspension. If there is reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, the proposed action may be effected less than thirty (30) calendar days from the receipt of the advance written notice;
 2. Seven (7) calendar days to respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of their response. The deciding official may extend the reply period if he/she determines that good cause exists for an extension based on extenuating circumstances. The Agency will designate an official to hear the employee's oral answer who has authority to make a final decision on the proposed adverse action.
 3. Be represented by a representative designated by the Local #0446 President or an attorney; and
 4. A written decision no earlier than thirty (30) days from the date of the proposed action, containing the specific reasons for the decision and informing the employee of his/her appeal rights.
6. **Weingarten Rights:** In accordance with 5 USC 7114, an employee being questioned by Management or an Agency Investigator who believes discipline may result, may request union representation and be allowed a reasonable amount of time to obtain a representative that will not unduly delay an investigation.

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.
2. Re-Hire Eligibility:
 - a. 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 5 CFR 316.402. 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. A temporary employee will be provided appropriate information on rehire eligibility and the best available information prior to separation concerning their chances of rehire with that unit the following season, at the time of termination. Rehire eligibility is eligibility for a noncompetitive appointment. The determination to appoint rehire

eligible employees will be made by Management according to the qualifications and suitability required by the position and position availability.

- b. When the Forest Service rehires a temporary employee, the employee may be rehired to any position with the same series, grade, and qualification requirements as the original appointment and on the same Center. Employees will be given a copy of the SF-50 to document the rehire action.
3. The Forest Service will observe the time limitations for temporary employment in positions and successor positions. Successor positions for temporary positions are as defined in 5 CFR 213.104(b) and 5 CFR 316.401(c). When considering whether a position may be refilled or not, the time limits in the regulations apply to the same or successor positions on the same Center.
4. Performance Evaluation:
 - a. Where required by Article 14, Management will provide the employee a performance appraisal at least seven (7) days prior to termination and will discuss whether the rating will affect rehire eligibility.
 - b. Temporary employees not covered by the Performance Management System (Article 14 and Title 5, Code of Federal Regulations, Part 430 (5 CFR Part 430)) with at least a fully successful performance, whether documented or not in a performance rating, will be eligible for performance awards per Article 16.
5. Qualified temporary employees have the right to compete for permanent Forest Service positions advertised under merit promotion procedures in accordance with the Land Management Workforce Flexibility Act.
6. Temporary and Term employees who have an initial appointment of at least one (1) year will be advised in writing of any eligibility for the Federal Employees Health Benefits Program.
7. Competitive temporary recruitment notices will be posted on USAJOBS.com.
8. Separation or Reduction in Grade:
 - a. A notice of adverse action or removal will be provided to the employee in writing and will contain the reasons for the action, notice of loss of rehire eligibility and will advise the employee of his/her rights to request reconsideration.

- b. Temporary employees may seek reconsideration of the separation or reduction in grade based upon misconduct or poor performance by submitting the request in writing to the Center Director.
- c. The appeal shall be submitted within five (5) days of the effective date of the adverse action.
- d. Management will reconsider the action with the details provided and respond in writing within seven (7) days of receipt of the request. This decision will be final. If union representation is invoked in writing, by the affected employee, the union representative will be provided a copy of the reconsideration notice.
- e. Upon the employee's request, a meeting may be convened instead of a written response to consider information provided by the employee in support of his or her reconsideration request. If management agrees to a meeting, the appropriate official will reconsider the action and reply to the employee with a decision within seven (7) days of conclusion of the meeting.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY

1. Equal Opportunity:

- a. Management and the Union will cooperate in providing equal opportunity for employment, training, and promotion and will not discriminate because of age, race, gender, religion, color, national origin, sexual orientation, marital or familial status, disability, lawful political affiliation, or other non-merit factors. The Parties agree to cooperate in providing equal opportunity for all employees in the implementation for Forest Service and Union programs.
- b. Each Party agrees to advise the other of equal opportunity problems of which they are aware. The Parties will jointly seek solutions to such problems. The Union President and the Center Directors will meet as agreed to by the parties to discuss measures being taken in this area. This program will be administered in accordance with all applicable laws, regulations, and policies.
- c. The Union will be afforded the opportunity for involvement in discussing matters related to EEO matters likely to affect the working conditions of bargaining unit employees.
- d. The Parties recognize the value to share EEO complaint and dispute resolution program information between the Washington Office-Civil Rights (WO-CR) staff, the Job Corps Field Office, the Union and bargaining unit employees and agree to provide

information available on where to find EEO resources, Conflict Management Prevention Program (CMP) and complaint filing will be shared with employees.

2. Employees or officials actively contributing to the advancement of EEO practices may be recognized for their actions. The Union may nominate such persons for recognition.
3. The parties will encourage the goal of becoming a multicultural organization with a diverse workforce.

ARTICLE 24

EMPLOYEE ASSISTANCE PROGRAM (EAP)

1. General:
 - a. The Forest Service shall maintain an employee assistance program meeting the requirements of applicable laws, a regulations, and guidelines found in Public Laws 91-616 and 92-255.
 - b. If an employee has a supervisory referral to EAP, the focus of corrective discussions by supervisors is restricted to the issue of job performance or conduct and the possible job-related consequences.
 - c. Participation in the program shall not jeopardize an employee's job security of his or her opportunity to compete for promotion.
 - d. EAP resources and information shall include 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.
 - e. Management will publicize the EAP at local worksites, on share point sites, in orientation of new employees, and in any EAP Program update communication.
2. The confidential nature of records containing employee medical/behavioral details shall be maintained.

ARTICLE 25

SAFETY AND HEALTH

1. The Parties mutually agree to cooperate in common efforts to create and maintain a safe and healthy workplace and safe and healthy working habits and conditions to minimize accidents, and prevent lost worktime due to illness or injury. A safety and health program will be administered in accordance with Forest Service Manual (FSM) 6700.

2. The union may have input into workplace security plans, at management discretion.
3. **Safety and Health Inspections:**
 - a. Management will conduct an annual safety and health inspection by qualified personnel of Forest Service facilities that are regularly used. The AFGC Local #0446 President will be notified and will be given an opportunity to accompany the inspector if designated. All first aid kits will be part of this inspection and their contents shall be updated to published agency standards.
 - b. Management agrees to provide, or make available, to the Union, upon request, appropriate reports of safety inspections, accidents, and of occupational illnesses.
4. **Safety and Health Programs:** The Parties may agree through negotiations to establish safety and health programs, such as:
 - a. Health services.
 - b. Preventive medicine, wellness program.
 - c. Smoking policies.
5. **Safety and Health Committees:**
 - a. The Parties may establish, through negotiations, Center Safety and Health Committees to review local health and safety programs and formulate recommendations regarding ongoing problems and useful improvements. The following arrangements shall be negotiated:
 1. Size and composition of the committee, including Union representation.
 2. Frequency and scheduling of committee meetings.
 3. Selection of committee chair (by rotation, election, or appointment).
 4. Publicizing of meetings and distribution or posting of agendas.
 - b. Further details may be negotiated by the Local Parties.
6. **Health and Safety Policies:**
 - a. Management will, to the extent feasible, provide safe and sanitary working conditions and equipment, in accordance with the standards of the Occupational

Safety and Health Act of 1970 (OSHA). Management shall post legal notices informing employees of the protections and obligations provided for in the OSHA.

- b. The Parties may agree to meet annually to review a safety and health program and to make recommendations. This meeting may be combined with another national meeting as appropriate. Upon request, Management may provide the Union with available, relevant agency information on safe and health, in accordance with the Privacy Act. This does not preclude the Parties from addressing safety problems/health issues on a case by case basis.
 - c. 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 Risk Assessment. The Union may negotiate the type of safety equipment and safety supplies defined as a result of the Job Hazard Analysis for Risk Assessment. A Job Hazard Analysis or Risk Assessment will be reviewed at least annually. At the time of the employee's request, the Job Hazard Analysis or Risk Assessment will be reviewed between the employee and their supervisor. The Job Hazard Analysis or Risk Assessment shall be recorded on the appropriate Forest Service form. A copy will be provided to the employee and/or the Union upon request.
 - d. Management agrees to provide adequate sanitary facilities, water, and indoor environmental conditions (including lighting; heating; relative humidity; ventilation; air quality; and absence of pests, airborne pathogens, and irritants) in work areas in accordance with laws and regulations (e.g. OSHA and consensus of organizations such as NEPA). If it is determined that sanitary facilities, water, indoor environmental conditions, and/or space are not adequate to protect the health and safety of an employee in any work area, corrective action will be taken to the extent feasible. In facilities not controlled by the Forest Service, such corrective action will be requested.
7. Management will, to the extent feasible, eliminate identified safety and health hazards as soon as possible. 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, warning, relocation of employee, 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.
8. 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. Employees in the course of performing their normally assigned

responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas that may represent health hazards. The Parties are encouraged to work together to resolve issues related to employee health and safety as they arise.

9. Unsafe Working Conditions:

- a. When an employee feels that he or she is subject to conditions so severe that even a short term exposure to such conditions would be detrimental to health and safety, he or she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, an assessment 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 assessment of the alleged unsafe working conditions.
- b. If the supervisor determines an unsafe or unhealthy circumstance exists and the supervisor cannot readily correct the hazard, the supervisor will take preventive action as specified in Section 7 above. The employee or group of employees who continue to believe that work is being required under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. An employee or the Union may request an OSHA inspection at any time.

10. When exposure to a serious hazard requires immediate solution and it is not possible to obtain the supervisor's concurrence beforehand, an employee may temporarily avoid the hazard and promptly notify the supervisor. This does not include inherently hazardous activities for which advance preparations have been made, such as forest fire suppression. The provisions in this section also apply where an employee, untrained in law enforcement and not authorized to carry a firearm, is faced with danger from encounters with e.g., trespassers, cannabis (marijuana) growers, invalid claim holders, and civil disturbances.

11. Hazardous Materials:

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

- b. Employees will be made aware of any exposure to hazardous materials when required by the OSHA Right to Know Regulation.
- c. 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.

12. On-The-Job Injury or Illness:

- a. Employees shall report to their supervisor and Forest Service eSafety application all injuries or occupational illnesses that occur on the job. Management shall assist the employee in expeditiously processing a claim in the reporting system, acquiring needed documentation and/or with medical needs. At the employee's request, copies will be sent to his or her doctor, the Union or other personal representative of the employee. Management agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA) and utilizing the Forest Service eSafety application.
- b. When employees are temporarily unable to perform their regularly assigned duties because of documentation and confirmed on the job illness or injury, but may be capable of returning to or remaining in a duty status, Management may detail the employee to available work assignments compatible with the employee's physical condition, or provide light duty or restricted work assignments that meet physical limitations, with appropriate light duty medical documentation, when feasible and warranted.
- c. Where documented medical evidence shows 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.

13. Blood borne Pathogens Program:

- a. Direction and guidance pertaining to this program is contained in OSHA 1910.1030 Blood Borne Pathogens standard.
- b. 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 list below:
 - 1. Rubber gloves.

2. Face masks.
 3. Eye protection.
 4. Cardiac Pulmonary Resuscitation (CPR) mouth barrier.
 5. Contaminated material containers for employees cleaning up campgrounds.
 6. Two packets of the standards protective equipment (rubber gloves, face masks, eye protection, and CPR mouth barrier) will be a part of the standard first aid kit in all Government vehicles. Management will also endeavor to obtain and place packets of the standard protective equipment in buildings with significant risk of exposure to contaminated body fluids. The location of protection devices are subject to Local negotiations.
- c. **Testing:** When an employee believes he or 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). All exposure incidents shall be reported to the Forest Service eSafety application. 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.
- d. **Vaccinations:** The agency will comply with OSHA requirements for employee-provided vaccinations of employees at risk (e.g., Hepatitis B vaccinations).
- e. No employee will be required to perform CPR or to expose themselves to body fluids without the appropriate First Aid/CPR/AED training and protective equipment listed above, except at his or her discretion.

14. Occupational Health and Safety Training:

- a. 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 worktime due to injuries.
- b. Management will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation of new employees.

- c. The Safety Code Handbook (FSH 6709.11) will be made available electronically. Management will review the Handbook content and advise employees where to find the Handbook at new employee orientation.
- 15. Employees subject to hazardous conditions will be provided with two way radio contact when identified by a Job Hazard Analysis or Risk Assessment.
- 16. **Accidents:** For fatalities and/or serious accidents to an employee, the following procedure will be followed:
 - a. No release to the media and public will be made until next of kin has been notified.
 - b. The Union will be notified as soon as practicable.
 - c. OSHA will be notified immediately of accidents and/or fatalities.
 - d. The Union will be provided copies of all safety accident reports, 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 U.S.C. 7114(b)(4).
 - e. All employee injuries and illnesses will be entered into the Forest Service eSafety application as mandated by FSM 6700.
- 17. **Union Safety Training:** In executing the responsibilities of this Article, the Union may request OSHA-type training. At a minimum, the training may consist of on-the-job training by a qualified Forest Service facilities inspector. When formal OSHA-type training is being offered locally, the Union designee may be invited to attend the training, if he or she has not had recent training of this type.
- 18. The Parties agree that issues of violence in the workplace incidences will be governed by current Forest Service policies, DOL Handbook, Chapter 5, Section 4 and USDA Handbook on Workplace Violence Prevention and response.
- 19. **Security and Surveillance Cameras:**
 - a. The use of security cameras will be for safety and internal security reasons, as determined by Management.
 - b. Security camera data will not be used for routine monitoring of bargaining-unit employees' conduct, performance, behavior, or time and attendance.

- c. Camera images may viewed and used by authorized Management Officials and/or Law Enforcement for administrative investigations and/or criminal investigations at any time Management or Law Enforcement deems appropriate.
- d. Management will provide an email to the Union and all bargaining unit employees informing them of any additionally installed surveillance cameras and the locations within thirty (30) days of the installation.

ARTICLE 26

FIRE

1. Preamble:

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

2. Union Representation for Employees Assigned to Fires:

- a. Officers of AFGE Local #0446 or their designees have the right to represent bargaining unit employees assigned to fire duty.
- b. Where there is a grievance arising from a situation on a fire, the time limit for raising that issue to the appropriate official will be automatically extended 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 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 (1) 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 their assigned duty location and duties.
4. **Work Capacity Test/Health Screening Questionnaire (WCT/HSQ):** Employees who are required to pass a WCT test should follow Agency policies and direction. Further information on WCT/HSQ may be obtained through the Agency website.
5. In accordance with 5 CFR 550.112(k) and 5 CFR 551.431(a), an employee will be considered on duty and time spent on Standby Duty shall be considered hours of work if the employee:
 - a. Is restricted to his or her living quarters or designated post of duty;
 - b. Has his or her activities substantially limited; and
 - c. Is required to remain in a state of readiness to perform work.

ARTICLE 27

TRAINING

1. The Parties recognize the value of a well-trained workforce and the need for a well-planned and effective training effort. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting Agency needs as determined by Management. The Parties further mutually agree to encourage employee self-development.
2. Management and employees will discuss implementation of an annual Individual Development Plan (IDP) and identify present and future organizational training needs, utilizing the Agency's Learning Management System (LMS), which is currently AgLearn. Employees should work with Management to identify training and development opportunities that address their immediate needs and long-range career goals (see FSH 6109.13 Chapter 20.4).
3. The employee and supervisor are encouraged to have ongoing discussions throughout the year regarding the employee's individual career development.

4. Recognizing the need for flexibility, Management retains the right to schedule and assign employees to training, determine the budgetary investment to be made in training, and 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.
5. Official training records will be maintained for formal, supervisor approved and required work related training.
6. Management agrees to consider reimbursement of expenses in accordance with relevant Departmental and Agency regulations incurred by an employee in attendance at officially approved work-related courses on his or her own time.
7. Management agrees to make available to all employees enrolled in approved training courses, academic aids such as desk calculators, lap top computers, teleconference lines; electronic meeting software etc., if available on the premises of the activity at mutually agreeable times during the employee's on-duty and off-duty hours.

ARTICLE 28

DOWNSIZING AND REORGANIZATION

1. Management will inform the Union of a proposed reorganization as soon as it anticipates such an occurrence and prior to releasing official oral or written information to employees or the public. The Parties shall arrange, upon request, procedures, including meeting, to facilitate the sharing of information regarding general reorganization issues that may affect bargaining unit employee working conditions. Management incurs no bargaining obligation until a decision to reorganize is made per Section 4 below.
2. For the purpose of notification, a reorganization means a change in organizational structure and/or relocation of employees specifically defined as:
 - a. The transfer, consolidation or merger of two or more work units or function at the Center level.
 - b. The consolidation of merger of line units with those of another Federal agency.
 - c. The merger of a function between two or more work units at the Center to a zone, area or co-location operation and shared services.
 - d. Physical relocation of ten (10) or more employees or 10% of the line unit, whichever is less.

e. Realignment of all or part of the activities, assignments, or functions within a work unit.

3. When Management makes a reorganization decision it will notify the Union and negotiate as appropriate under Article 10.

ARTICLE 29

WORKFORCE RESTRUCTURING AND PLACEMENT SYSTEM

1. The Parties will follow Agency Policy FSH 6109.12, Chapter 20, Section 21.4, Priority Placement for Employees Identified in Workforce Restructuring.
2. **Pre-WRAPS Employee Placement for a Reorganization:** When Management has determined a reorganization is warranted, the Parties may develop and use a noncompetitive placement plan for employees affected by reorganization prior to engaging in the formal WRAPS process. Any plan developed must conform to rules established by the National office to ensure general service wide consistency. When employee placement under such a plan has been completed, and if there remain positions to be abolished, the provisions of the formal Agency WRAPS process will apply.
3. **Identification of Positions to Be Abolished:** Positions to be abolished are those which Management has decided to eliminate 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 skill, the number of positions with those skilled needed, and the locations of those positions. A Civil Rights Impact Analysis will also be conducted as required by Agency regulations.
4. **Identification of Employees Subject to Displacement:**
 - a. When one or more positions have been identified for abolishment within the same competitive area, same competitive level (as defined in Article 33.10), Management will identify employees subject to displacement in the order in Subsection c. below.
 - b. Competitive Area:
 1. For the purpose of this article, “competitive area” is defined as:
 - a. Job Corps Civilian Conservation Center employees compete center wide.

b. Job Corps Civilian Conservation Center employees in the Denver field office compete office-wide.

2. Either party can initiate negotiations in order to expand the definition of the competitive area, as long as it will not result in undue disruption to employees subject to the displacement process.

c. The Order of Identification is:

1. Employees who formally decide to retire;

2. Employees who have been accepted for employment outside of 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 Service Computation Date for Leave (SCD) – least service first. (This ranking has no relationship to the Reduction-in-Force (RIF) procedures).

d. Notification:

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

a. An explanation of why the position was identified for abolishment, including information on program of work, budget, and/or organizational changes as determined in the unit's workforce analysis,

b. How the subject employee was identified in accordance with the process contained in Section 3.a through 3.d, including the employee's Service Computation Date for Leave (SCD)

c. A person(s) to contact for any additional information regarding contents of the letter, and

d. A link to the Employee Assistance Program (EAP),

2. A copy of this notice will be given to the Local #0446 President.

e. 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 for displacement. Within ten (10) days of receipt of the “Determining Employee(s) Who Will Be Affected” letter to the potentially affected employees, the WRAPS database will be updated by The Workforce Transition Team (WTT).

2. Once employees are identified as affected employees going onto WRAPS, they will have access to the WRAPS database system through the Connect HR dashboard, to update their profile and preferences, to include identifying preference locations and other occupational series. The national union representatives will also have access to the WRAPS system.

3. During the WRAPS process, employees have the opportunity to discuss their situation with a WRAPS counselor and also with the HRST, to ensure a clear understanding of the implications of the occupation, grade and geographic preferences indicated by the employee. Employees who fail to enter information into their WRAPS profile, will have their current series, grade, and locality used for possible placement opportunities.

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

5. Placement of Employees Identified for Displacement:

a. Offers of Placement:

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

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

3. Affected employees on short details consisting of less than one thousand and forty (1040) hours, will be provided opportunities to continue placement efforts. Affected employees on details over one thousand and forty (1040) hours will be placed inactive in the WRAPS system until sixty (60) days prior to the end of the detail. This action affords the employee to focus on the duties of the detail.

4. Non-selection of employees from WRAPS shall be based on legitimate job-related reasons.

5. When an affected employee initiates or voluntarily accepts a move to a lower-grade 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.

b. Order of Placement: The following order of placement of employees will be observed. Except where otherwise noted, placements will be made from employees qualified for the position to be filled.

1. Local Commuting Area:

- a. Matches within the same nationally established competitive level (without the suffix).
- b. Matches at the same grade level.
- c. Noncompetitive re promotion eligible.
- d. Voluntary changes to less than full-time year-round tours of duty.
- e. Voluntary changes to lower grades.
- f. Other USDA CTAP employees who are well qualified for the position.
- g. Employees who do not meet qualifications for the position to be filled but for whom Management has voluntarily chosen to modify qualifications.

2. Preference Locations: When multiple employees are eligible for placement within a following subcategory, ties will be broken in order of leave SCD (most service first):

- a. Direct matches (reassignments of the employee's job—80 percent or more accuracy standard of the position description—to a new location).
- b. Matches within the same nationally established competitive level (without the suffix).
- c. Matches at the same grade level.
- d. Noncompetitive re promotion eligible.
- e. Voluntary changes to less than full-time, year-round tours of duty.
- f. Voluntary changes to lower grades.

3. Locations outside employee preferences. When multiple employees are eligible for placement within a following subcategory, ties will be broken in order of SCD for Leave (most service first):

- a. Direct matches (reassignments of the employee's job—80 percent or more accuracy standard of the position description--to a new location).
- b. Matches within the same nationally established competitive level (without the suffix).
- c. Matches at the same grade level.
- d. Noncompetitive re promotion eligible.
- e. Voluntary changes to less than full-time, year-round tours of duty.
- f. Voluntary changes to lower grades.

c. Outplacement Services: Outplacement services for identified employees may be negotiated between the Parties, being consistent with the Agency Career Transition Assistance Plan (CTAP) policy.

d. 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 United States Department of Agriculture (USDA) Career Transition Assistance Program (CTAP).
2. The Interagency Career Transition Plan (ICTAP) administered by OPM.
3. The United States Department of Agriculture (USDA) Reemployment Priority List.
4. The Department of Labor Workforce Investment Act Programs.

e. Involuntary Placement by Directed Reassignment: When Management exercises its right to make directed reassignments to employees from WRAPS, the following procedures will be followed:

1. Management will directly reassign qualified employees to an appropriate position within their local commuting area at any time during the WRAPS listing. The order of directed reassignments will be as described above in Section 4 (b) of this Article.

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 and is announced.

b. The position is not already encumbered by someone else with greater rights to the position or someone that has been identified with greater placement rights to the vacancy.

c. The employee applies to the vacancy announcement of their former or like position.

d. The opportunity exists for a two (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.

4. If the reassignment is within the Schenck or LBJ Job Corps Centers, a copy of the notification will be provided to the Local #0446 President.

5. The effective date for redirected reassignments will not be less than sixty (60) days from the notification date unless agreed to by the employee or the new position is in the same commuting area.

6. Management will pay transfer of station benefits for identified employees who are given directed reassignments as authorized by Federal Travel Regulations.

7. If a line unit is unsuccessful or anticipates difficulty in placing their employees, placement assistance may be requested of or initiated by a higher organizational level. Formalized processes to facilitate placement of bargaining unit employees will be jointly developed by Parties at the appropriate level.

**ARTICLE 30
FURLOUGH**

1. Administrative Furlough:

- a. An administrative furlough due to a lack of work or funds, or other non-disciplinary reason will be processed in accordance with the Office of Personnel Management Furlough Guide.
- b. Management will notify the AFGE Local #0446 President at least five (5) days before the employees are notified. At that time, Management will advise the reason for the furlough and the number of employees affected.
- c. The affected employees will be given a notice of the furlough as soon as practicable and as far in advance as possible. Furlough documents will be provided to the affected employees and to the Union, once available.
- d. Administrative Furlough Notices shall contain:
 1. Solicitation information for volunteers for the furlough in accordance with this Article.
 2. Information regarding employee's rights, benefits and obligations, including unemployment benefits.
 3. Impacts on Union representation during the furlough.
 4. An information line, or other resource, for employees to use to obtain information for recall from the furlough and the recall procedures outlined in this Article.
- e. Management will strive to not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.
- f. Identification of Administratively Furloughed Employees:
 1. Furloughs of thirty (30) days or Less:
 - a. When it has been determined to furlough some, but not all employees on the same Center, Management agrees to first solicit volunteers to furlough. If more volunteers are available than furloughed positions, selection will be based on the leave

service computation date starting with the longest leave service computation. Non-selection of volunteers will be based on legitimate job-related reasons.

b. If a sufficient number of volunteers is not available for furloughed positions, selection for furlough employees will be based on leave service computation date starting with the least leave service computation.

- g. Furloughs for more than thirty (30) days: In accordance with 5 CFR 351 and OPM guidance.
- h. Recall of Employees from an Administrative Furlough:
 - 1. Furlough of thirty (30) days or Less: When Management recalls employees to duty on the same Center from which they were furloughed, it will be in order of leave service computation date ranking starting with the longest leave service computation. Recall from furlough for placement in other competitive levels is determined by the qualifications, availability, and leave service computation date ranking of the furloughed employee.
 - 2. Furloughs for more than thirty (30) days: In accordance with 5 CFR 351 and OPM guidance.
- i. Employees on administrative furlough have rights at least equal to those they would have had if they had been separated and placed on the reemployment priority list.
- j. Scheduling:
 - 1. For furloughs of thirty (30) days or less, the total number of days which the employee may be furloughed shall not exceed thirty (30) days (if consecutive) or twenty-two (22) workdays (if non-consecutive).
 - 2. Furloughs may be for consecutive or nonconsecutive days at Management discretion.
 - 3. Management may consider employee personal needs such as child care and outside employment as relevant factors in determining which days will be assigned for work during nonconsecutive furloughs. If Management increases the number of days in a furlough, a notice is required.

- k. Management will consider the provisions of leave restoration for “use it or lose it” annual leave during a furlough.
2. **Emergency Furlough:** Consistent with 5 CFR 742.404(d)(2), advance written notice to employees 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 AFGE Local #0446 President and provide copies of any official notices received which advise the Agency of the furlough as soon as practicable.
 - b. Provide bargaining unit employees potentially affected written information addressing their rights, benefits and obligations as soon as practicable.
3. **Government Shutdown/Lack of Appropriations Furlough**
- a. Management will provide notice of a shutdown to affected employees and the AFGE Local #0446 President as far in advance as practicable.
 - b. Essential personnel not subject to a shutdown Furlough will be notified prior to or in notice of a shutdown.
 - c. Except in case of unforeseen circumstances, employees subject to being on-call during a furlough will be identified in advance and notified by the end of the first furlough day.
 - d. Employees are expected to monitor the status of a shutdown furlough via news media outlets, Forest Service information line, or other resources.
 - e. Upon notification of the end of a furlough, employees are expected to return to work on their next regular duty day.
 - f. Employees who are unable to return to work on the next regular duty day following the end of the furlough, will notify their direct supervisor and may request leave in accordance with leave procedures and Article 19.
 - g. Management will consider the provisions of leave restoration for “use it or lose it” annual leave during a furlough and restoration for leave approved prior to the furlough.

- h. Furlough notices will include the provisions outlined above and information regarding employee's rights, benefits and obligations, including unemployment benefits.

ARTICLE 31

TRANSFER OF FUNCTION

1. A transfer of function will be in accordance with 5 U.S.C 3503. Transfer of function regulations apply only when, after transfer, the gaining competitive area uses Federal employees to perform the function. A Transfer of Function takes place when a function ceases in one competitive area, and moves to one or more other competitive areas that do not perform the function at the time of transfer.
2. Management may solicit volunteers to transfer, however, an employee has no right to transfer with the function unless the alternative in the competitive area losing the function is separation or demotion by reduction in force.
3. An agency may always direct an employee's reassignment to another position (regardless of location) in lieu of transfer of function rights. The vacant position may be in the same or in a different classification series, line of work, and/or geographic location.
4. The parties agree to follow the OPM Workforce Restructuring, Transfer of Function procedures written in compliance with 5 U.S.C. 3503 for identification procedures and methods and volunteer criteria and procedures and to process a Transfer of Function.
5. Management will notify the AFGE Local #0446 President of a decision to Transfer of Function at least five (5) days before employees are notified. At that time, Management will advise the Union of the reason for the transfer of function and the number of employees affected.
6. The affected employees will be given a specific notice of the Transfer of Function at least thirty (30) days before the effective date.
7. Commuting area and competitive level will be as described in Article 32.

ARTICLE 32

REDUCTION IN FORCE

1. **Policy:**
 - a. A Reduction Force (RIF) will be processed in accordance with 5 CFR, Part 351.

- b. The decision to conduct a RIF is a Management Right. The implementation of a RIF will be administered by Management.
- c. Management may consider, in accordance with OPM and Agency regulations and policies, to retrain employees or to waive qualifications to place employees in vacant positions to avoid RIF. It will also offer surplus employees their rights under the Department's Career Transition Assistance Program (CTAP) or any other government-wide placement program in effect.
- d. When Management decides to implement a RIF, the Parties agree that RIF and Workforce Restructuring and Placement System (WRAPS) will be implemented simultaneously and that WRAPS is the procedure and appropriate arrangement for internal agency placement outside the competitive area. If either Party contends that a RIF is not conducive to the simultaneous use of WRAPS, the Parties agree to negotiate an alternative.

2. Notice:

- a. Management will notify the AFGE Local #0446 President and provide a copy of the request for approval for RIF at least sixty (60) days prior to the RIF effective date, unless Departmental (USDA and/or DOL) directives warrant a shorter effective date, than no less than a thirty (30) day notice will be given. This notification will include the number of employees affected and expected outcomes of the RIF.
 - b. Retention Registers for Schenck and LBJ Job Corps Centers will be made available to the AFGE Local #0446 President when developed.
 - c. Thirty (30) days prior to the RIF effective date, Management shall provide the AFGE Local #0446 President a list of all positions which are considered trainee or developmental for RIF purposes.
 - d. The affected employees will be given a specific RIF notice at least sixty (60) days prior to the effective date of the RIF unless Departmental (USDA and/or DOL) directives warrant a shorter effective date than no less than a thirty (30) day notice will be given.
3. Matters involving RIF may be appropriate for negotiation in accordance with Article 10 procedures and may include, but are not limited to:
- a. The content of employee RIF notices.
 - b. Programs for training and counseling of employees on rights and benefits.

- c. Provisions for keeping the Union and employees informed of RIF developments.
- d. The impact when Management decides to use the following:
 - 1. Reassigning employees to vacant positions.
 - 2. Restructuring of positions, including unfilled trainee positions.
- 4. Management will give consideration on a case-by-case basis to requests from employees for leave without pay (LWOP) up to maximum notice period of sixty (60) days of combined duty and leave status, following issuance of the RIF notice.
- 5. The Union and Management will jointly encourage each employee to update his or her electronic Official Personnel File. Management will process timely actions to add to the personnel file any appropriate changes or amendments requested by the employee. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.
- 6. When Management determines that a RIF is necessary, at management discretion, a hiring freeze may be implemented during the life of the RIF for the competitive area and competitive levels involved in the RIF.
- 7. **Competitive Area and Competitive Levels:**
 - a. 5 CFR, Part 351 competitive area criteria will be used.
 - b. Management will make the decision regarding the competitive area definition to be used based on the Agency mission needs at the time of the RIF. Union input may be sought, at Management discretion.
 - c. Once Management has determined the competitive area, it will notify the Union.
 - d. The competitive level will be in accordance with OPM regulations and guidance. 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 fully qualified employee.
- 8. Any employee separated through a RIF will be offered reemployment rights.

9. Re promotion rights will be in accordance with Article 15 procedure.
10. Management will offer affected employees enrollment in the following placement assistance programs operated by other agencies for which they are qualified:
 - a. The Interagency Career Transition Assistance Plan (ICTAP) for permanent employees in surplus positions administered by OPM and other government-wide programs.
 - b. The United States Department of Agriculture (USDA) Reemployment Priority List.
 - c. The Department of Labor Workforce Investment Act programs.

ARTICLE 33

VOLUNTEERS AND GOVERNMENT SPONSORED WORK PROGRAMS

1. In accordance with law, non-employee workers such as volunteers and enrollees of government sponsored work programs will not displace employees or positions or their grade-controlling duties. Agency employees will not 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 Agency positions. Employees will not be supervised by volunteers and enrollees of government sponsored work programs.
2. The Parties recognize that programs that impact the conditions of employment of bargaining unit employees may be subject to negotiations.

ARTICLE 34

COMPETITIVE SOURCING

1. Office of Management and Budget (OMB) Circular No. A-76, "Performance of Commercial Activities," establishes Federal policy for the performance of recurring commercial activities and implements the statutory requirements of the Federal Activities Inventory Reform (FAIR) Act of 1998, Public Law 105-270.
2. The Agency reserves its rights under Article 6 (Management Rights) to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
3. Management agrees to notify the Union in accordance with Article 10 procedures when a decision is made to contract work out that affects the conditions of employment of bargaining unit employees that results in a bargaining obligation.

4. Management may notify the Union of functions related to the review of commercial activities pursuant to OMB Circular A-76 processes and planned for study and will consider constructive union and employee input. The Union may be allowed to submit alternatives for management to consider prior to making a final decision.
5. Upon request, Management may provide the Union information related to review of commercial activities and OMB Circular A-76 processes that is available and releasable.
6. The Agency will provide the Union and all affected bargaining unit employee's information as required in OMB Circular A-76.
7. If the Agency exerts its Management Right to contract work out with the private sector to perform federal employee work that affects the conditions of employment of bargaining unit employees that results in a RIF, the Article 33 and WRAPS procedures for notice and implementation will be followed.
8. The Agency will request Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from the Office of Personnel Management for all potentially affected employees as soon as possible when a decision to contract work out results in a RIF.
9. Employees' privileges and benefits should not be diminished by allowing contractors to participate in employee programs. Such privileges include, but are not limited to, health screening, health fitness programs, shuttle services, and Government-sponsored training.

ARTICLE 35

VOLUNTARY ALLOTMENT OF UNION DUES

1. **General:**
 - a. Bargaining Unit Employees (BUE) who occupy positions represented by the Union may have their dues withheld through payroll deduction. Dues withholding is to be voluntary on the part of the individual employee. The Union is responsible for informing the BUE of the voluntary nature of dues withholding and the conditions governing a BUE revocation of dues withholding. In accordance with 5 U.S.C 7115, any such allotment shall be made at no cost to the exclusive representative or employee.
 - b. In implementing the dues deduction program, the Agency and Union will be governed by the provisions of 5 U.S.C. 7115 and this Article.
2. **Form Distribution:** The Union will be responsible for the distribution of Standard Form (SF) 1187, Request for Payroll Deduction for Union Dues, for the use by an eligible

member of the Union who wishes to authorize the deduction of his/her dues. Standard Form 1188, Cancellation of Payroll Deduction for Union Dues, will also be available through the Union and on the HRM page.

3. Dues Withholding:

- a. In order to initiate dues withholding, a BUE must complete and sign a SF-1187.
- b. Employees are responsible to submit the completed, signed and certified SF-1187 form to the Local #0446 President. The Local President will submit the final signed SF 1187 form to HRM for processing.
- c. Dues will be withheld beginning no later than two (2) pay periods following receipt of Standard Form 1187.

4. Dues Schedule:

- a. The Union will provide the dues schedule to its members.
- b. The Union may change the amount of dues withholding once in a twelve (12) month period. The Union must notify Management of the Union dues amount change via a written letter to the Labor Relations Branch Chief by November 30 of the calendar year. The change will take effect in pay period 1 of the new calendar year.
- c. The Agency will acknowledge the dues change request to the Union.
- d. The Agency will apply the appropriate dues schedule to Union Members who authorize deduction of dues.

5. Union Members Not In Good Standing: If the Union suspends or expels a Union member, or if a BUE otherwise ceases to be a member in good standing, it will notify HRM via a contact center case of that determination within five business days. HRM will process a termination of dues deduction effective the next pay period for that employee and copy the Union.

6. Dues Withholding Transfer: The Agency will remit by Electronic Funds Transfer the amount of dues withheld to a single account provided by the AFGE Local #0446 President. The Agency will also send a listing of names and amounts withheld to the AFGE Local #0446 President.

7. Automatic Termination of Dues Withholding:

- a. All deductions of Union dues provided for in this Article will automatically terminate in the event of loss of exclusive recognition.
- b. If the employee is on a Term Appointment, Temporary Limited Promotion or a Detail assignment to a non-BUE position, the Agency will process to cease the allotment of Union dues deduction. The employee will be responsible for submitting a new SF-1187 upon returning to a BUE position if they elect to voluntarily continue to pay Union dues through Payroll deduction.
- c. Any individual allotment for dues withholding shall automatically terminate upon the separation of the employee from the Agency or transfer of the employee from the bargaining unit.
- d. The Union will certify to management any member who ceases to be a member in good standing. Refer to Section 5.

8. Correction of Errors

- a. The Agency agrees that the total error in the amount of dues withheld from a BUE shall be adjusted as soon as practicable after the Agency has discovered the error or has received written notification from the Union of the error.
- b. If a BUE has been improperly separated and is ordered reinstated by the appropriate authority to a BUE position, the employee is required to initiate a new SF-1187 to restart dues withholding if they voluntarily elect to do so.

9. Procedure to Cease Deductions:

- a. A revocation received by HRM during the course of the employee's first year of dues allotment will become effective no later than the second pay period after the first anniversary of the pay period the Union dues deductions began, except as provided in subsection (b) of this section.
- b. A Union member may revoke his/her allotment for Union dues by submitting a completed and signed SF 188 thirty (30) days prior to the twelve (12) month anniversary date of the dues start date.

ARTICLE 36

PILOT PROJECT/DEMONSTRATION PROJECTS

1. The Parties recognize the need for more efficient operations within the Forest Service and agree that experimenting with different ways of completing mission work will benefit this objective.
2. When Management sets aside, waives, or changes any existing law, rule, regulation, or policy that affects the condition of employment of bargaining unit employees Management will give the Union notice in accordance with Article 10.

ARTICLE 37

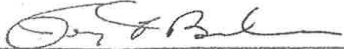
PERSONAL HARDSHIP

1. Any employee may request special consideration due to personal hardship. Personal hardship is an appropriate consideration in any Management action affecting employees.
2. Hardships are situations outside of the employee's reasonable ability to control that affect the health and welfare of the employee or his or her family. Some examples of significant hardship are:
 - a. A specific long-term medical situation where services or care are more accessible in a specific location.
 - b. Special education needs for children related to physical or mental disability.
 - c. Significant and recurring harassment or discrimination against the employee or his or her family at work or in the community.
 - d. Specific situations related to marital status, such as divorce, reconciliation, sibling care issues, and spousal placement (dual career).
3. Process:
 - a. The employee may request assistance and advice through the Employee Assistance Program and may authorize the counselor to share information regarding the hardship situation with Management.
 - b. The employee may make a written hardship request to their first line supervisor or to the Center Director having authority for the requested action. Where confidentiality is a legitimate concern, the employee may bypass his or her immediate supervisor.

- c. Management will have authority to determine whether a hardship exists. Before making the final determination, Management may request additional information from the requestor.
 - d. Management will provide a response to the employee as quickly as possible, but
 - e. No later than thirty (30) days, that the hardship request has been received, the consideration taken and what may be done to satisfy the request or to assist the employee, if applicable.
 - f. Confidentiality regarding an employee's hardship situation will be maintained to the extent possible.
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In witness thereof, the Parties hereto executed this Labor Management Agreement on September 4, 2019.


FOR THE FORES RVICE

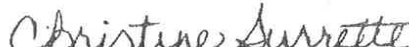

JERRY F. BUSCHMANN, CHIEF NEGOTIATOR
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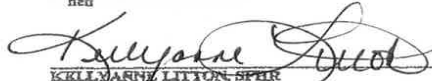
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ALVA H. DURÉ, CHIEF NEGOTIATOR
GE 0446

TEAM MEMBERS


LAWRENCE BROWN
Ms

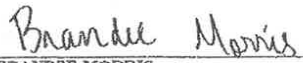

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