

Department of the Army  
Little Rock District, Corps of  
Engineers  
Little Rock, Arkansas

*Agreement Between  
International Brotherhood  
Of  
Electrical Workers  
Local 2219 (Reservoir Employees)  
And  
Little Rock District*

3 May 1977

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# Agreement

International Brotherhood of Electrical Workers

U.S. Army Engineer District, Little Rock

Pursuant to the policy set forth in Executive Order 11491, as amended, Labor-Management Relations in the Federal Services, and subject to all applicable statutes and the regulations as issued by the United States Civil Service Commission and the Department of the Army, the following articles constitute an agreement by and between the District Engineer, U.S. Army Engineer District, Little Rock, Arkansas, hereinafter called the Employer, and the International Brotherhood of Electrical Workers, AFL/CIO Local Union 2219 (Reservoir Employees), Dardanelle, Arkansas, referred to as the Union.

## Article 1

### Exclusive Recognition and Coverage of Agreement

A. (1) The Employer recognizes the union as the exclusive bargaining representative for all its employees including within the bargaining unit (without discrimination and without regard to employee organization membership) with respect to grievances, personnel policies, practices and procedures, or other matters affecting their general working conditions as outlined below.

(2) All eligible nonsupervisory Wage Grade employees employed at Beaver, Table Rock, Bull Shoals, Norfolk, Greers Ferry, Dardanelle, Blue Mountain, Nimrod, Clearwater Reservoirs and related facilities within the jurisdiction of the Little Rock District, Corps of Engineers.

(3) Excluded are management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, guards, and professional employees.

B. (1) "In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of

appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

(2) “Management officials of the agency retain the right, in accordance with applicable laws and regulations.

(a) “to direct employees of the agency;

(b) “to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;

(c) “to relieve employees from duties because of lack of work or for other legitimate reasons;

(d) “to maintain the efficiency of the Government operations entrusted to them;

(e) “to determine the methods, means, and personnel by which such operations are to be conducted; and

(f) “to take whatever actions may be necessary to carry out the mission of the agency in situation of emergency.

(3) “Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except

pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

(4) “The requirements of Section 12, EO 11491, as amended, shall apply to all supplement, implementing, subsidiary or informal agreements between Little Rock Engineer District and IBEW Local 2219 (Reservoir Employees).”

C. The word “emergency” as used in this agreement refers to unforeseen situations such as those involving preservations of health, welfare, and safety of personnel; protection of property; temporary peak workloads; and unscheduled absences from positions required to maintain rotating shift schedules. The conditions of emergency shall be determined by the Employer; however, the Union may question the validity of a determination that an emergency exists.

D. (1) It is understood that is the purpose of the Employer and the Union to implement Executive Order 11491, as amended, ant to conform with the purposes set forth in the foreword to the Executive Order.

(2) The Union agrees to represent the interests of all employees in the unit without discrimination and without regard to Union membership on matters affecting working conditions, subject to laws, regulations, and personnel requirements; and to negotiate agreements for all employees of the unit.

E. Certain fundamental principles, such as competitive selection of appointees, grading positions according to Wage Grade and Classification Act standards, promoting according to merit and fitness, and job-protection procedures established by law, are not subject to modification as a result of consultation, negotiation, or the provisions of this agreement. It is recognized that this agreement is not all-inclusive, and the fact that certain working conditions have not been specifically covered in this agreement does not alleviate the responsibility of either party to confer with the other on these matters. IT is agreed and understood that the Employer will notify the Union and, if either party desires, confer with the other before making changes of policy, programs, and procedures that are discretionary with the Employer and are related to working conditions of employees in the unit.

F. This agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and will become effective upon approval by the International President of the Union and the District Engineer.

## Article 2

### Matters Subject to Consultation

A. Matters appropriate for consultation and/or negotiation between the parties shall include policies and practices affecting working conditions, which are within the authority of the Employer, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, granting of leave, promotion plans, demotion practices, and hours of work.

B. “In prescribing regulations relating to personnel policies and practices and working conditions, the Little Rock District will have due regard for the obligation imposed by paragraph 11a, EO 11491, as amended. However, the obligation to meet and confer does not include matters with respect to the mission of the Little Rock District; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work, or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate agreements for employees adversely affected by the impact of realignment of work forces or technological change.”

C. Should any dispute or issue arise between the Union and the Employer concerning the interpretation or

application of the agreement or any other policy, regulation, or practice now or hereafter enforced, wherein the Employer has discretion, both parties shall make a sincere effort to resolve the matter through consultation and discussion. If the parties are unable to resolve the question as to whether the Employer has discretion, the Union may present its position in writing to the Employer, who in turn will render a written decision. If the decision is not satisfactory to the Union and further action is desired, such action will conform to the requirements of Executive Order 11491, as amended.

## Article 3

### Rights and Obligations of Employees

A. Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in EO 11491, the right to assist a labor organization as well as in the management of the organization as well as in the capacity of an organization representative.

B. An employee or an employee representative shall not be disciplined or otherwise discriminated against because he has filed a complaint or given testimony under Executive Order 11491 or this agreement.

C. No employee, regardless of employee organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy of the agency and the command. An employee may, regardless of his employee organization membership, choose his own representative in a grievance or appellate action.

D. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a

voluntary, written authorization by a member for the payment of dues through payroll deductions.

## Article 4

### Union Representation

- A. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis a complete list of all authorized stewards, together with the designation of the group of employees each is authorized to represent.
- B. The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be kept advised in writing by the Union of the names and addresses of its officers and representatives.
- C. The Employer agrees to recognize the shop stewards duly authorized by the Union. The number of stewards shall be the number reasonably required to assure each employee in the bargaining unit reasonable access to a Union steward. Normally, the number will consist of one steward at each project but may be increased when the need therefor has been demonstrated and approved by the Employer.
- D. The Union agrees that the conduct of those activities concern with the internal management of the Union, of membership meetings, solicitation of membership, collection of dues, campaigning for Union officers, conduct of election for Union officers, and distribution of literature will be conducted outside of regular working hours.

E. The Employer agrees that officially requested consultation and discussion concerning working conditions will be conducted whenever feasible during the basic workweek of Monday through Friday and the standard workday. A reasonable amount of time for officially requested consultation with project and resident managers will be granted Union representatives without charge or leave. Consultations with District Office representatives may be arranged without charge to leave when such consultation may reasonably be expected by both parties to contribute to the orderly and constructive relationships between the Union and the Employer. The Employer may require that consultations and discussions that exceed a reasonable length of time may be required to be conducted during the non-duty hours of the Union representatives involved in such discussion on consultation. In no case will consultation and discussion time be the basis for claiming overtime.

F. The Employer agrees that no Union representative except as provided for in training agreements and civil service regulations, will be permanently transferred from one commuting area to another without his consent. When the mission of the District requires the permanent transfer of a Union representative from one plant or shop to another, the Employer agrees to give at least 7 calendar days' advance notice. It is agreed and understood that nothing in this section is intended to preclude the rotation of shifts or workdays of Union representatives assigned to shift work who will be subject to the same shift rotation

and workdays he would be assigned to have he not been a Union representative.

G. Local Union and International Representatives will be permitted to visit the activity to carry out functions within the scope of their official responsibility to the employees. In each case, the visitor will obtain prior clearance from the Resident Engineer or, in his absence, from the Reservoir Manager. The Union agrees to give as much advance notice of such visits as practicable.

H. The Union representatives may represent the Union and the eligible employees of their units in group meetings with the Employer when officially requested by the Union. They may receive complaints and grievances of eligible employees on Government time and thereafter advise such employees of their rights and procedures outlined in this agreement and applicable regulations. A reasonable amount of time to investigate complaints and grievances will be granted authorized Union representatives on Government time upon justification of the time needed to the Reservoir Manager and/or Resident Engineer. They may confer with the appropriate Employer officials on conditions which could lead to complaints and grievances. It is agreed and understood that this section does not prevent a group grievance being processed under Articles 21 and 22. It is further agreed and understood that nothing in this or other articles in this agreement precludes (a) the right of an employee to join any lawful employee organization or the right to refrain from joining, or (b) an employee from handling his own grievance and selecting

his own representative. However, the Union shall be given the opportunity to be represented at discussions between management and employees or employee representatives concerning formal grievances and, at the appropriate time, to make the views of its organization known. The right of employee representatives to be present during discussions of grievances shall be subject to necessary requirements as to security and confidentiality of information. This right to be present does not extend to informal discussions of personal problems between an employee and supervisory officials, when the employee does not desire the presence of the employee organization representative. However, if such discussions involve decisions on personnel policies or other matters which management is obligated to discuss or negotiate with the Union, such decisions will not be made by management until this obligation is discharged, and such decisions will not conflict with this agreement.

## Article 5

### Hours of Work and Basic Workweek

#### A. Basic Workweek and Tour of Duty.

(1) An administrative workweek is a period of 7 consecutive calendar days, used as a unit in computing pay. It consists of regularly scheduled tour of duty and the regular days off. The administrative workweek is identical to the calendar week beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

(2) Tour of duty refers to the hours of the day and the days within an administrative workweek, fixed in advance, during which the employee is required to perform service on a regular, repetitive basis.

(3) For employees whose regular tour of duty includes Sunday and/or Saturday, the first day off shall be considered as Sunday and the second day off shall be considered as Saturday. Saturday and Sunday, as defined above, shall normally be consecutive days off.

#### B. Workday or Work Shift.

(1) For employees who are assigned to the basic workweek:

(a) The standard workday shall consist of 8 hours which shall normally be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m., Monday through Friday; and

(b) Rest periods shall be governed by Department of the Army regulations.

C. Work Schedules. The Union will be given the opportunity to confer with the Employer prior to any modification or work schedules.

## Article 6

### Overtime Work

A. Authorized overtime work shall be paid for as prescribed by current Department of the Army regulations. (FPM 532.)

B. Overtime assignments shall be distributed as fairly as practicable to all qualified employees within the bargaining unit in their particular job classification. Cumulative overtime worked by employees will be furnished to the Union monthly and may be posted by the Union. When overtime work is required, the employee(s) in not available, any other qualified employee(s) may be assigned to perform the overtime work. Whenever practicable, effort will be made to equitably distribute such assignments among the qualified employees.

C. If a work situation requires completion, or an emergency exists, each employee will work as required.

D. No employees shall be placed in a non-pay status during the regular shift hours in his basic workweek in order to compensate for, or offset, overtime hours worked or to be worked outside of his regular work shift or basic workweek.

E. Generally, annual leave will not be scheduled for the same pay period in which it is expected that an employee

will have to work overtime to complete assignments which are a part of his normal duties.

F. When an employee is directed to work past his regular quitting time on authorized overtime, in computing overtime compensation, the time worked will be considered in quarter-hour multiples and posted to time records in fractions.

G. Under normal circumstances employees are not expected to start work prior to regular starting time unless directed by management and overtime rates are applicable as per current regulations.

## Article 7

### Holidays

A. All eligible employees shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays designated by Executive Order shall be observed as regular holidays.

B. Holidays as determined above will be observed as non-workdays. When a holiday falls on Sunday, the following Monday is considered the holiday for leave and pay purposes. When the holiday falls on Saturday, the preceding Friday is considered the holiday. (For employees whose tours of duty include Saturday and/or Sunday, their first non-workday is considered Sunday for holiday purposes.)

C. Holiday pay will be paid in accordance with existing pay regulations, not less than two times the regular basic rate in lieu of the regular pay for that day when worked.

D. Where circumstances permit, employees who desire to observe religious holidays of their faith will be granted annual leave or leave without pay, as appropriate, in accordance with current regulations.

E. Holiday assignments shall be distributed as fairly as practicable to all qualified employees within the bargaining unit in their particular job classification. Cumulative

holiday time worked by employees will be furnished to the Union monthly and may be posted by the Union.

## Article 8

### Participation in Wage Survey

A. Wage surveys shall be conducted as directed under the Federal Wage System. Participation will be governed by regulations and procedures issued by that authority. It is agreed that the Union will be given timely notification concerning the start of locally surveys as soon as practicable after the Employer receives the survey notification letter.

B. It is agreed that the Union shall have the right to recommend locality full scale and wage change surveys to the Employer to be conducted when significant industry wage changes have taken place in the locality, and that such recommendations, when accompanied by substantiating data, will be promptly forwarded through Army channels to higher authority.

## Article 9

### Sick Leave

A. Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations.

B. Sick leave accrued to an employee's credit may be granted when it is established that an employee is incapacitated for the performance of his duties because of sickness, injury, or pregnancy and confinement; or for medical, dental, or optical examination or treatment. Use of sick leave is subject to the approval of the appropriate officials. An employee should make advance written application when the absence can be foreseen; otherwise, he should give notice as soon as possible (normally before his tour of duty begins) to his supervisor, or through an employee designated to receive such information.

C. It is understood and agreed that the Employer is responsible for providing means to assure the proper use of sick leave and for prescribing the kinds of evidence to be furnished to support sick leave charges. Prior to requiring a medical certificate for sick leave absence of 3 days or less, the matter will be discussed with the Union in each individual case.

## Article 10

### Annual Leave

A. It is understood and agreed that annual leave is the right of eligible employees, that its accrual may not be denied to eligible employees, and that it is the right of the Employer to make the final decision on when leave is to be used. For this reason, the use of annual leave is subject to the approval of the supervisor to whom the authority is delegated.

B. It is understood and agreed that employees have the responsibility of cooperation with the Employer in scheduling vacation periods and requesting leave when their services can best be spared. When emergency conditions require maximum attendance, employees may be required to forego scheduled vacations or occasional periods or annual leave until such time as their services can be spared without detriment to the organization.

C. It is understood and agreed that when an employee's services are not needed for short periods of time, or when it is otherwise desirable, the Employer may direct the use of annual leave to the extent that annual leave credits are available for use.

D. No employee shall be required to schedule annual leave other than the amount which shall be in excess of his allotted ceiling at the end of the leave year.

## Article 11

### Leave of Absence

A. The Employer agrees to exercise prudent judgment in granting administrative leave to employees of the unit for reasons of unusually severe snow or icing conditions.

B. The Employer agrees that employee Union members who serve as Union representatives or delegates may request annual leave or leave without pay as appropriate to serve as such representatives or delegate for a period not in excess of 14 working days. Such request will be granted if consistent with efficient and economical operations.

C. Leave of absence for military training purposes will be granted eligible employees so far as practicable and in accordance with the provisions of current regulations. Employees in receipt of or anticipating the receipt of military orders are responsible for advising the Resident Engineer as far in advance as possible so that arrangements may be made for continuation of work schedules.

D. Excused absence for voting and registering will be governed by the provisions of current regulations.

E. Unit employees who volunteer as blood donors, without compensation, and in participation with the District blood donation program will be authorized up to 4 hours of

excused absence for recuperation purposes on the day  
the blood is donated.

## Article 12

### Civic Responsibilities

A. Regular, permanent employees serving under appointments, which are not specifically limited to 1 year or less, are eligible for court leave, both for attendance at court as witnesses on behalf of the United States and for jury duty in any Federal, State, or municipal court. Court leave will be granted upon exhibition of summons or subpoena for the above purposes for days within the employee's regularly scheduled tour of duty. Employees called for such duties will give the Employer prompt notice, submit evidence of service, and will remit court fees as prescribed by current regulations.

B. The Union agrees to demonstrate affirmative support of maximum participation toward achieving or exceeding goals suggested by the Employer in the Red Cross blood program, approved Department of the Army fund raising programs (AR 600-29), and the purchase of U.S. Savings Bonds through the payroll savings plan. The Union further agrees to affirmatively support programs to improve safe driving, water safety practices, and similar efforts to improve health and safety.

## Article 13

### Promotions

A. It is the policy of the Department of the Army to fill vacant positions on the basis of merit and fitness. While the District desires to afford maximum opportunity for continuity of employment and optimum development and utilization of employee skills, the Employer may consider potential applicants outside the area of consideration (District employees), as well as all applicants within the District. Normally, this will be accomplished by the identification of usual sources of new employees including reinstatement of eligible, applicants for transfer from other installations, and certificates of eligible from civil services registers.

When highly qualified employee candidates are available, applicants from outside the Department of the Army may be referred to selecting officials only when rated against the same criteria and evaluated, as nearly as possible by the same methods, as being at least equal in qualifications of indicated potential as Department of the Army employee candidates.

B. Placement of surplus District employees or other Department of Defense employees under the DOD Program for Stability of Civilian Employment will take precedence over placement under the District Merit Promotion Plan, where appropriate.

C. Consistent with standards, qualification requirements, and governing regulations, temporary promotions expected to last longer than 120 days, or extensions beyond 120 days will be made on a competitive basis.

D. Consideration for placement and evaluation of qualifications will be made on a fair and equitable basis without regard to race, religion, color, lawful political or other affiliation, marital status, sex, or national origin.

E. Consistent with governing regulations, selection for promotion will be made from among the highly qualified candidates without discrimination. Personal friendship or political connections may not be used as a basis for selection.

F. All promotion actions will conform to the District Merit Promotion Plan which will not be changed, amended, or added to until after consultation with and consideration of the views of the Union.

G. No official, in recommending or selecting candidates for promotion or in operating the promotion program, will show or give preference to any candidate based upon factors not pertinent to the candidate's qualifications for performing work of a higher level, including personal friendship or political connections.

## Article 14

### Appointments, Reappointments, and Demotions

A. In the case of a demotion taken voluntarily in lieu of a reduction-in-force action, the Employer will give priority consideration for re-promotion to any to any similar vacancy, subject to the operation of the DOD Program for Stability of Civilian Employment, rights for employment after military service, and current laws and regulations.

B. The selection of personnel for appointment, demotion, transfer, and retention will be governed by current laws and regulations. No political test or qualification and no discrimination because of race, color, sex, creed, or national origin will be permitted by the Employer.

## Article 15

### Disciplinary Actions

A. In all cases of proposed adverse action against an employee, the Employer will give the employee advance notice of the proposed action and specific reasons therefor. The employee may inform his steward, at the employee's election, that such action is under consideration.

B. Cases of alleged indebtedness and failure to fulfill financial obligations will be handled in accordance with current regulations.

C. The union agrees to support and abide by the Code of Conduct as prescribed by AR 600-50 and to support the assessment of fair and just penalties based on the Table of Standard Penalties contained in FPM Chapter 751, a copy of which is attached to LRDR 690-1-735.

## Article 16

### Reduction in Force and Reemployment

- A. The Employer agrees to give the maximum advance notice of planned reduction in force and to conduct such reduction in force in strict accordance with current regulations.
  
- B. The Union agrees to give maximum feasible assistance in locating suitable employment in industry to any employee reached for reduction in force.
  
- C. The Employer agrees to give priority consideration for the placement of career or career conditional employees reached for reduction in force action. These employees will be referred to the Centralized Referral Center operated under the DOD Program for Stability of Civilian Employment provided the employee requests registration prior to displacement.
  
- D. Upward mobility will be used in an effort to retain employees who are adversity affected by the realignment of manpower necessities by contracting.

## Article 17

### Changes in Job Descriptions

A. Any change in a job description affecting grade level, title, or series shall be discussed by the Employer with the affected employee and with a representative of the Union, if desired by the affected employee, prior to the effective day of such change. If no agreement can be reached on the matter through such discussion, the Employer can still proceed to effectuate such change, subject, however, to the employee's right to challenge such change through the procedure governing appeals from job evaluation determination as set forth in current regulations.

B. Any employee in the bargaining unit who feels his job is improperly classified shall have the right to petition the Employer through the Union to have his job classification examined, and the Employer agrees to conduct such examination jointly with the Union. The provisions of the Employer to conduct a joint review with the Union of an employee's classification does not extend to participation by the Union in the actual classification process as accomplished by the Employer. If satisfactory resolution of the employee's complaint is not consummated as a result of such examination, then the matter may be referred to the procedure governing appeals from job evaluation determinations as set forth in current regulations.

C. Any subsequent addition or deletion to an employee's job description shall be reduced to writing and initialed by the employee.

D. Any changes in job content that could affect an employee's title, series, or grade will be forwarded to the District Office for review, analysis, and reevaluation when necessary.

E. Each employee may voluntarily prepare a daily work assignment sheet in duplicate on a form provided by the Employer. Normally, duty time will not be used for this purpose.

(1) One copy of the daily work assignment sheet shall be filed for one year in the installation office where the employee is headquartered. The employee shall retain one copy. Preparation of work assignment sheets shall continue until it is mutually agreeable with the employee and supervisor to discontinue preparation of for not more than one year.

(2) The daily work assignment form shall include the type of work performed in a minimum of quarter-hour increments and shall indicate the actual time spent on assigned duties.

F. Within the intent of Executive Order 11491, as amended, and applicable regulation, Management agrees to utilize the highest skills of the employee's job classification and grade whenever practicable.

## Article 18

### Promotions, Assignments, and Work Rules

A. The Employer agrees to place in distribution for posting on all official bulletin boards notices of all vacancies that are required to be circularized by District Regulations, at least twelve days prior to the closing date. Such notices shall clearly state the minimum qualifications, or make specific reference to publish qualification requirements for selection.

B. All qualified employees shall have the right to submit an application for the announced job vacancies. Selection to such jobs shall be made from the highly qualified candidates on the Placement Referral List in accordance with District Regulations.

C. Environmental differentials will be paid in accordance with appropriate Civil Services Commission and Department of the Army Regulations.

D. Employees shall not be required to attend official meetings called by supervisory personnel during off-duty time.

E. When an employee is officially reassigned to a position in which he has had no previous training or experience, he shall be given close supervision as required during the break-in period.

F. The definition of a supervisor, for the purpose of this article, shall be an employee of the Little Rock District who has authority to act on matters which may be the subject of consultation or negotiation with an employee organization representative.

G. Supervisors shall program the work to be performed by the employees and shall make the daily work assignments to the employees.

## Article 19

### Safety

A. The Employer shall make every effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage the employees to work in a safe manner.

B. The Employer and the Union agree that a safety committee may be established consisting of an equal number of representatives designated by the Employer and the Union at each location. This committee shall function during working hours without any loss of pay or leave to its members and will meet as required. The regular safety meetings at each location will be continued.

C. The supervisor shall notify the steward as soon as practicable of all accidents involving injury of personnel which occur within the bargaining unit.

D. No employee shall be required to work in areas where conditions exist detrimental to health until such conditions have been removed or remedied by use of proper protection or safety equipment.

E. In accordance with existing Engineer Regulations, the Employer will furnish employees, exposed to job hazards and exposure to the elements, adequate protective apparel and equipment which are considered unreasonable for them to provide at their own expense.

The Union agrees with the policy that appropriate disciplinary action use the protective apparel and equipment.

F. OSHA safety rules and regulation as they apply to unit employees will be followed as implementing instructions are received from DOD and/or other higher headquarters.

G. Safety shoes and work gloves will be furnished to unit employees on the basis of need as determined by the Employer.

H. Work clothes will be furnished to unit employees on the basis of need such as health, hygiene or danger, and as determined by the Employer.

## Article 20

### Payroll Withholding of Dues

The Employer agrees to payroll withholding of Labor Organization dues for employees in the unit under the following procedures and conditions:

A. The Union is responsible for obtaining, and payment for, Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues). These forms may be obtained from the Superintendent of Documents, Washington D.C. It will also be responsible for distributing the forms to its members, certifying as to the amount of dues, delivering completed forms to the Little Rock District Office, educating the members on the program of allotment of dues, its voluntary nature, and the use and availability of the required form. Standard Form 1188 (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) will be furnished by the District Blank Forms Unit.

B. Dues will be withheld each pay period, the amount to be withheld being determined as follows:

(1) When dues are started in terms of an annual amount (covering a period of twelve months), the figure will be divided by 26.

(2) When dues are started in terms of a monthly amount, the figures will be multiplied by 12 and the result divided by 26.

(3) A fraction of a cent, 5 mills and above, will be rounded to the next highest cent; below 5 mills will be dropped.

A change in the amount of an allotment for the payment of dues to an employee organization may not be made more frequently than once every 12 months.

C. An allotment for payment of dues may be revoked by an allotter when the written revocation of such allotment is received in the employee's payroll office, either by 1<sup>st</sup> of March or 1<sup>st</sup> of September of any calendar year. The allotment will be discontinued at the beginning of the first full pay period, either after 1<sup>st</sup> of March or 1<sup>st</sup> of September as appropriate.

Deduction for new authorized allotments will be made on the first full pay period following the receipt of the authorization of the payroll office.

D. Allotments will be discontinued when the allotter dies, retires, is separated from the Federal service, transfers from the installation servicing payroll office, moves to or is reassigning to an organizational segment not covered by this exclusive recognition. Allotments will also be discontinued upon receipt of notice from the employee has resigned, been suspended, or expelled, and upon loss of

exclusive recognition by the Union; or when this agreement is suspended or terminated by an appropriate authority outside DOD.

E. The payroll office will remit dues withheld, to the person or office designated by the Union. The remittance check will be accompanied by a listing as follows:

(1) Installation name and address,

(2) Payroll number and pay period date,

(3) Employee organization,

(4) Employee names and amounts deducted. Notations will be made indicating new authorizations, separation, suspension, revocations, transfer, leave without pay, etc.

(5) Total amount collected,

(6) Net amount due the employee organization.

F. The Union will not be charged a service fee for dues withholding.

G. The Union agrees to submit all documents pertaining to payroll withholding of dues through the Personnel Office to the Finance and Accounting Branch, Little Rock District, for transmittal to the Payroll Office.

H. The Union will indemnify, save harmless, or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reasons of its acting hereunder.

## Article 21

### Grievance Procedure

A. Any dispute or difference of opinion between the Employer and the Union concerning the interpretation or application of a specific provision or provisions of this agreement shall be known as a grievance procedure as set out below.

B. Grievances initiated by an employee or groups of employees in the Unit on matters other than the interpretation or application of the agreement may be presented under any procedure available for that purpose.

C. It is further understood and agreed that the Union shall be given the opportunity to be present and present its views during the adjustment of any grievance within the Unit whether arising under the terms of this agreement, or other, and that no settlement of such grievance will be made that violates or is inconsistent with any provision of this agreement.

D. First Step. The dispute or grievance shall first be taken up within fifteen calendar days of occurrence of the grievance by the steward, the aggrieved employee or employees, and the first-line supervisor or supervisors. Supervisor must give his answer within five working days. Grievance matters not applicable for processing through steps 1 and 2 of these procedures may be referred directly to the third step.

E. Second Step. If no satisfactory settlement is reached, the grievance shall be reduced to writing stating the facts as known by the grievant on a form mutually agreed to by the Employer and the Union and submitted within five working days to the Park Manager or his designated representative who shall meet and discuss the grievance with the steward and the aggrieved employee or employees within five working days after receiving the written grievance. The Manager's answer shall be submitted in writing within five working days of the meeting. The grievance may be referred to the appropriate Union officer for processing directly with the Resident Engineer if agreement is not reached. The grievance must be directed to the Resident Engineer within five working days of the Park Manager's decision.

F. Third Step. Upon request of the appropriate officer of the Union, the Resident Engineer or his designated representative shall arrange to meet within five working days, from the time he is requested to do so, with the appropriate officers of the Union, the steward, and the aggrieved employee or employees in an effort to reach a satisfactory settlement of the grievance of dispute. Decision on the grievance or dispute shall be reduced to writing and copies supplied to all persons involved. The written decision will be issued within five working days following discussion.

G. Fourth Step. If the Union is not satisfied with the settlement offered or the position taken on the grievance by the Resident Engineer, it may within fifteen working

days thereafter submit to the District Engineer a request for investigation and decision. The District Engineer or his designated representative shall, within fifteen working days after receipt of said request, confer with the appropriate Union officers and employee or employees in an attempt to reach a satisfactory settlement. The District Engineer's decision shall be furnished in writing to all concerned within ten working days following the final meeting. If an agreeable settlement is not reached, the Union may then submit a request for impartial arbitration as provided for in Article 22 of this agreement. Such request must be submitted within twenty working days of the District Engineer's decision.

H. Any grievance which is not taken up within the time element stated in paragraph D through G by the employee of the Union after the occurrence of the matter, shall not be presented or considered at a late date. Extensions of the above time limits may be mutually agreed upon.

I. At each and every step of the grievance procedure, the Union and/or the Employer shall be permitted to call employee witnesses who have information on the grievance and such employee shall suffer no loss of pay for so serving. The Employer agrees to furnish locally available records or copies of records necessary in the proper adjudication of the grievance as soon as practicable subject to any regulatory prohibition concerning disclosure.

J. The parties recognize that law, regulations, and published policies of higher authorities have been included in provisions of this agreement by reference, direct quote, or paraphrasing. The purpose of those provisions is to affirm the Employer's intent to properly apply these laws, regulations, and policies. It is understood that grievances involving the application of these laws, regulations, and policies cannot be extended to include their interception. In grievances where the Union cannot agree with the Employer's interception of such laws, regulations, or policies or with the Employer's position that interpretation as opposed to application is at issue, the following will apply to resolve the question. Further processing of the grievance will cease pending resolution of the question. The Employer shall refer the question through Employer channels to the activity responsible for administering the law, or of promulgating the policy of regulation. The Union shall be afforded opportunity to review this submission and have the Union's position on the question attached to the request for interpretation. If the ensuing answer is not acceptable, the question can further be referred to the Assistant Secretary of Labor for Labor Management Relations or the Federal Labor Relations Council as authorized and appropriate under the procedures of those activities.

K. All grievances filed by an employee under these procedures will be kept in confidence by both parties.

## Article 22

### Arbitration

A. If the Employer and the Union fail to settle any applicable grievance arising under Article 21 titled Grievance Procedure with respect to the interpretation, application, or alleged violation of this agreement, such dispute shall upon written notice by one party to the other be referred to arbitration. However, arbitration proceedings will cease at any point if a mutually satisfactory settlement is reached.

B. Within seven workdays from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within three workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duty selected arbitrator.

C. The arbitrator's fee and expenses or arbitration, if any, shall be borne equally by the Employer and the Union. The arbitrator's travel expenses shall not exceed that authorized in applicable shall be held during the regular day shift work hours of the basic workweek of

Monday through Friday, and all employee representatives, employee appellants, and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

D. The arbitrator is required by the parties to render his decision to the Employer and the Union as quickly as possible, but in any event no later than thirty calendar days after the conclusion of the hearings, unless the parties otherwise agree.

E. All arbitration under this article will be in accordance with Section 13 of Executive Order 11491, as amended.

## Article 23

### Labor-Management Cooperation

- A. The Employer and Union agree to encourage employee self-development, to endeavor to improve employee satisfaction through communication and counseling in the Placement and Promotion Program and the Incentive Awards Program, and to support the letter and intent of the District's Equal Employment Opportunity Plan of Action.
- B. The Union agrees to assist the Employer in accomplishing maximum production, in reducing waste, in stimulating participation in the suggestion program, in encouraging participation in payroll savings bond program, and in attaining goals in sanctioned charitable fund campaigns.
- C. The Union agrees that it will support the Employer in reasonable efforts to promote good relations between the Employer and local communities by participating in civic programs. The Union agrees to continue to discourage and refrain from publicizing disagreements between the parties or take other action designed to discredit or cast dispersions on the Employer to the general public.
- D. The Employer agrees that the principle of voluntary donating to annual Combined Federal Campaigns shall be upheld. The Union, in turn, agrees to support and cooperate by preparing and furnishing each member of

the Unit a letter of support for the campaign signed by the Union president.

E. The Union agrees to support management actions in the conservation of energy which includes the adjustment of building temperatures and the establishment of car pools.

## Article 24

### Effective Date and Duration of Agreement

After approval by the International President of IBEW, this agreement shall become effective upon approval by the Employer. The agreement shall be in full force and effect for a period of two years from the effective date and shall continue from year to year thereafter unless challenged under the provisions of appropriate regulations, or unless either party shall notify the other party in writing, at least sixty but no more than ninety days prior to the anniversary date, of its desire to modify or cancel or terminate this agreement. If either party gives notice as aforesaid, to the other party, then within twenty days from receipt of said notice, representatives of the Employer and the Union shall meet and commence negotiation.

## *Signature Blocks*

Memorandum of Understanding  
Between  
Local 2219 International Brotherhood of Electrical Workers  
And  
Little Rock District

1. This Memorandum of Understanding (MOU) is established to clarify the intent of both parties about the inclusion of additional employees in Alternative Work Schedules (AWS).
  
2. The Supplement Agreement negotiated between IBEW Local 2219 and the Little Rock District indicates that nothing in the agreement limits IBEW Local 2219 from requesting that other employee work units be included under AWS.
  
3. In the interest of cooperation, it is agreed that the abovementioned Supplemental Agreement applies to all employees represented by IBEW Local 2219, including both Reservoir Workers and Power Plant employees, except that provisions which specifically relate to power plant operation will not apply to reservoir employees.

*Signature Blocks*

Addendum to Supplement Agreement  
Between International Brotherhood of Electrical Workers  
Local 2219  
And Little Rock District

Clearwater Resident Office

Coverage of this Addendum

This addendum applies to employees at the Clearwater Resident Office represented by IBEW Local 2219 under the negotiated bargaining agreement.

Period of Test

The test AWS will be for a period of one year.

Discontinuance of Test

The provisions outlined in the supplement agreement on AWS will apply to any discontinuance of the test.

Credit Hours

Credit hours are not authorized nor utilized under this AWS.

Tour of Duty

This addendum is specifically approved with the individuals being allowed to work either a 4-10 schedule or

a 5-4-9 schedule as determined jointly between the employees and management.

### Leave

The leave provisions of the supplement agreement on AWS apply to this addendum.

### Decision on Continuance of AWS

After the test has been completed, employees will be given an opportunity to vote on continuing the AWS, modifying the schedule or returning to the previous 8-hour schedule. A majority of the eligible employees would have to agree with the AWS action. The AWS action would be presented to management by the Union for approval.

Signature Blocks

Addendum to Supplement Agreement  
Between International Brotherhood of Electrical Workers  
Local 2219  
And Little Rock District

Greers Ferry Resident Office

Coverage of This Addendum

This addendum applies to employees at the Greers Ferry Resident Office represented by IBEW Local 2219 under the negotiated bargaining agreement.

Period of Test

The test AWS will be for a period of one year.

Discontinuance of Test

The provisions outlined in the supplemental agreement on AWS will apply to any discontinuance of the test.

Credit Hours

Credit hours are not authorized nor utilized under this AWS.

Tour of Duty

This addendum is specifically approved with the individuals being allowed to work either a 4-10 schedule or

a 5-4-9 schedule as determined jointly between the employees and manager.

### Leave

The leave provisions of the supplemental agreement on AWS apply to this addendum.

### Decision on Continuance of AWS

After the test has been completed, employees will be given an opportunity to vote on continuing the AWS, modifying the schedule or returning to the previous 8-hour schedule. A majority of the eligible employees would have to agree with the AWS action. The AWS action would be presented to management by the union for approval.

Signature Blocks

Addendum to Supplement Agreement  
Between International Brotherhood of Electrical Workers  
Local 2219  
And Little Rock District

Mountain Home Resident Office

Coverage of This Addendum

This addendum applies to employees at the Mountain Home Resident Office represented by IBEW Local 2219 under the negotiated bargaining agreement.

Period of Test

The test AWS will be for a period of one year.

Discontinuance of Test

The provisions outlined in the supplemental agreement on AWS will apply to any discontinuance of the test.

Credit Hours

Credit hours are not authorized nor utilized under this AWS.

Tour of Duty

This addendum is specifically approved with the individuals being allowed to work either a 4-10 schedule or

a 5-4-9 schedule as determined jointly between the employees and manager.

### Leave

The leave provisions of the supplemental agreement on AWS apply to this addendum.

### Decision on Continuance of AWS

After the test has been completed, employees will be given an opportunity to vote on continuing the AWS, modifying the schedule or returning to the previous 8-hour schedule. A majority of the eligible employees would have to agree with the AWS action. The AWS action would be presented to management by the union for approval.

Signature Blocks

Addendum to Supplement Agreement  
Between International Brotherhood of Electrical Workers  
Local 2219  
And Little Rock District

Nimrod-Blue Mountain Resident Office

Coverage of This Addendum

This addendum applies to employees at the Nimrod-Blue Mountain Resident Office represented by IBEW Local 2219 under the negotiated bargaining agreement.

Period of Test

The test AWS will be for a period of one year.

Discontinuance of Test

The provisions outlined in the supplemental agreement on AWS will apply to any discontinuance of the test.

Credit Hours

Credit hours are not authorized nor utilized under this AWS.

Tour of Duty

This addendum is specifically approved with the individuals being allowed to work either a 4-10 schedule or

a 5-4-9 schedule as determined jointly between the employees and manager.

### Leave

The leave provisions of the supplemental agreement on AWS apply to this addendum.

### Decision on Continuance of AWS

After the test has been completed, employees will be given an opportunity to vote on continuing the AWS, modifying the schedule or returning to the previous 8-hour schedule. A majority of the eligible employees would have to agree with the AWS action. The AWS action would be presented to management by the union for approval.

Signature Blocks

Addendum to Supplement Agreement  
Between International Brotherhood of Electrical Workers  
Local 2219  
And Little Rock District

Russellville Resident Office

Coverage of This Addendum

This addendum applies to employees at the Russellville Resident Office represented by IBEW Local 2219 under the negotiated bargaining agreement.

Period of Test

The test AWS will be for a period of one year.

Discontinuance of Test

The provisions outlined in the supplemental agreement on AWS will apply to any discontinuance of the test.

Credit Hours

Credit hours are not authorized nor utilized under this AWS.

Tour of Duty

This addendum is specifically approved with the individuals being allowed to work either a 4-10 schedule or

a 5-4-9 schedule as determined jointly between the employees and manager.

### Leave

The leave provisions of the supplemental agreement on AWS apply to this addendum.

### Decision on Continuance of AWS

After the test has been completed, employees will be given an opportunity to vote on continuing the AWS, modifying the schedule or returning to the previous 8-hour schedule. A majority of the eligible employees would have to agree with the AWS action. The AWS action would be presented to management by the union for approval.

Signature Blocks

Addendum to Supplement Agreement  
Between International Brotherhood of Electrical Workers  
Local 2219  
And Little Rock District

Table Rock/Beaver Resident Office

Coverage of This Addendum

This addendum applies to employees at the Table Rock/Beaver Resident Office represented by IBEW Local 2219 under the negotiated bargaining agreement.

Period of Test

The test AWS will be for a period of one year.

Discontinuance of Test

The provisions outlined in the supplemental agreement on AWS will apply to any discontinuance of the test.

Credit Hours

Credit hours are not authorized nor utilized under this AWS.

Tour of Duty

This addendum is specifically approved with the individuals being allowed to work either a 4-10 schedule or

a 5-4-9 schedule as determined jointly between the employees and manager.

### Leave

The leave provisions of the supplemental agreement on AWS apply to this addendum.

### Decision on Continuance of AWS

After the test has been completed, employees will be given an opportunity to vote on continuing the AWS, modifying the schedule or returning to the previous 8-hour schedule. A majority of the eligible employees would have to agree with the AWS action. The AWS action would be presented to management by the union for approval.

Signature Blocks

# International Brotherhood of Electrical Workers

## Local 2219 (Reservoir Employees)

### And Little Rock District

Pursuant to the policy set forth in Executive Order 11491, as amended, Labor-Management Relations in the Federal Services, and subject to all applicable statutes and regulation as issued by the Federal Labor Relations Authority and the Department of the Army, the following articles constitute a supplement to the existing agreement between the District Engineer, U.S. Army Engineer District, Little Rock, Arkansas, hereinafter called the Employer, and the International Brotherhood of Electrical Workers, AFL/CIO Local Union 2219 (Reservoir Employees), Dardanelle, Arkansas, hereinafter referred to as the Union.

#### **Article I**

##### Coverage of the Supplemental Agreement

This supplemental agreement applies only to employees of the Dardanelle Marine Terminal.

#### **Article II**

##### Provisions of Basic Agreement as Controlling

This provisions of this supplement agreement shall not change nor have any affect upon the provisions of the existing agreement between the Employer and the Union.

### **Article III**

#### **Compressed Work Week Agreement**

The Employer and the Union agree that employees of the Dardanelle Marine Terminal shall be assigned a compressed work schedule on a yearly basis, starting the pay period that includes Daylight Saving Time (fourth weekend in March) and ending on the first pay period after Daylight Saving Time ends (first weekend in November). The tour of duty for Marine Terminal Employees during this period shall consist of four ten-hour workdays from 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 5:30 p.m., Monday through Thursday.

### **Article IV**

#### **Evaluation of the Compressed Work Week**

The compressed work schedule can be evaluated by the Employer and/or the Union at the end of each period to determine whether the schedule is cost-effective and beneficial to both the employer and the employees. The criteria used in the evaluation will include a comparison of operations cost, a diminished level of services furnished to the public, or a reduction of productivity. The Employer and the Union will meet on or near the first of December of each year to review and evaluate the compressed work schedule used. At the scheduled evaluation meeting, the compressed work schedule may be discontinued if it is disagreed upon, the Employer and the Union agree to present the disagreement to the Federal Service Impasses Panel for resolution (5 U.S.C. 6131 (c) (2) (A)). Nothing in

this article shall be construed as to provisions of 5 U.S. C. 6131.

## **Article V**

### **Effective Date and Duration of Supplement Agreement**

After approval by the International President of the International Brotherhood of Electrical Workers, this supplement agreement shall be in full force and effect thereafter unless challenged under the provisions of appropriate regulations, or unless either party shall notify the other party in writing, according to the same terms, dates and conditions as set out in Article 24 of the basic agreement.

Signature Blocks

Subject: Memorandum of Understanding (MOU)

1. The Little Rock District, U.S. Army Corps of Engineers and IBEW, Local 2219, hereby agree that the Southwest Region Merit Promotion and Placement Plan (MPP), will be the exclusive procedure used for competitive promotions, reassignments and actions. The parties further agree that the Southwest Region MMP will take precedence over any existing MMP previously negotiated unless the Southwest Region MMP is silent regarding certain aspects of the merit placement and staffing program, in which case, the provisions of current collective bargaining agreements or law, rule or regulation will apply, as appropriate.

2. This MOU implements the agreement previously reached between union representative and management in the Southwest Region.

Signature Blocks

Memorandum for See Distribution

Subject: Memorandum of Agreement

The International Brotherhood of Electrical Workers, Local 2219, (all units) and the U.S. Army Engineer District, Little Rock, mutually agree through impact and implementation bargaining on 4 November 1999 concerning Lyme Disease to:

- a. Implement Lyme Disease Vaccination Program in accordance with procedures set forth in Engineering Circular 385-1-217, Lyme Disease Prevention, Education and Vaccination Program, dated 1 May 1999 and CESWF-SO memo dated 15 September 1999, subject: Lyme Disease Vaccinations.
- b. Implementation for bargaining unit employees is 8 November 1999.
- c. Management will inform the local Union Steward or other appropriate union official if a bargaining unit member does not wish/refuses to sign the Vaccination Acceptance/Declination Form included in EC 385-1-217.

Signature Blocks

Subject: Bargaining with IBEW 2219 over the Implementation and Impact of the Tapes Changes.

1. Negotiations were conducted in room 6004 of the Federal Office Building from 10:20 a.m. until 11:05 a.m. Representing the Union was Ms. Virginia Garrott, President IBEW 2219, and representing management was Mr. Lee Bass, Ms. Beth Tapp-Specht was present at the subject matter expect.
2. Mr. Bass asked Ms. Tap-Specht to define the changes, which were in the new Tapes process. The changes were explained and primarily center on the requirement for an increased percentage of exceeded objectives, goals, and responsibilities to achieve an S1 and S2 level of performance.
3. Ms. Garrett expressed her concern that employees be given sufficient time to achieve their specific goals or responsibilities, and suggested that Implementation not begin until next year's rating period.
4. Mr. Bass suggested that in order to provide all employees an opportunity to achieve their stated goals, objectives, or responsibilities, each supervisor should sit down with each employee and assure that the stated goals, objectives, or responsibilities were attainable. If necessary, some of the goals could be deleted or modified

if it was agreed that it would be impossible to achieve in the time remaining.

5. Ms. Garrett stated that she liked that and it should be in writing to require that meeting and allowance.

6. Ms. Tap-Specht stated that she could add something to the briefing presentation which she would provide to staff to give to catch supervisor to present to the employees that would explain the process and provide the employee time from the explanation briefing to the face to face meeting to think about and review their standards.

7. It was agreed that a 100% face to face discussion between employees and supervisors should take place to review and agree upon the stated standards for goals, objectives, and responsibilities which would include dialogue and adjustments if necessary to assure that what was stated was consistent with the job descriptions, and that they were attainable.

8. With these conditions, Ms. Garrett agreed that the implementation could proceed as soon as possible to provide employees and supervisors time to review and work toward achieving their standards.

9. Mr. Bass agreed that that would be in the best interest of the agency such that there would not be some people on one standard while others would be on another. Mr. Bass agreed to work with Ms. Tap-Specht to add information to the briefing presentation to let supervisors

and employees know not only about the change but also about the need to review current standards for accuracy and attainability.

10. Ms. Garrett Requested that she be allowed to review the presentation prior to implementation.

11. Ms. Tap-Specht agreed to run a copy and get Ms. Garrett's review as soon as possible.

12. The meeting concluded with the understanding that Mr. Bass would prepare the notes, of this negotiation, and obtain Ms. Garrett's signature for the record.

Signature Blocks

Memorandum for Record

Subject: Memorandum of Understanding, Eighteen Articles Proposed by IBEW

1. Reference: Eighteen Articles proposed by IBEW and dated 4 May 1995.

2. The following sub-paragraphs document agreements made between the Little Rock District of the U.S. Army Corps of Engineers and Local 2219 of the International Brotherhood of Electrical Workers. These agreements apply to all bargaining unit employees represented by IBEW Local 2219. Since negotiations were concluded prior to the recent clarification of unit, those items which affect Navigation Branch will be implemented as if those employees were still represented by IBEW.

A. **Article # 2 – Administrative Leave for Shift Workers.** No change from current practice.

B. **Article # 3 – Scheduling Grievances.** We agree that Management will make efforts to respond timely to grievances including use of overtime and/or hearing grievances outside of normal duty hours in situations where time is of the essence.

C. **Article # 4 – Upgrade Lock Mechanic and Revise Lock Mechanic Job Descriptions.** We agree that Management will revise Lock Mechanics' job descriptions as necessary to reflect additional duties (e.g. due to one lockmaster per two locks).

D. **Article # 5 – Lock Training and Advisory Board.** No change from current Trainee Review Board. We agree that the Chief of Navigation Branch will circulate comment forms to invite feedback on issues of the branch (e.g. needs, training, policies, and safety). The Chief of Navigation Branch will take action on these comments within five calendar days of receipt.

E. **Article # 6 – Upgrade Lock Trainees to WY-9 at Six Months.** No change from current grading structure. We agree that the existing review board (consisting of the Lockmaster, Chief of Navigation Branch, and a representative of Maintenance Engineering Section) will recommend performance awards for above-average Lock Operator Trainees. The Lockmaster and the Chief of Navigation Branch will jointly complete the trainee evaluation form and discuss it with the trainee prior to the trainee's meeting with the review board.

F. **Article # 7 – Answering Machines at Locks.** We agree to monitor the calls received at Murray Lock and Dam for a two week period without an answering machine and log all calls which seek information on flows and river conditions. Then, an answering machine will be used for a two week period to provide river conditions, and both

parties will review the data to determine how much time is actually lost due to answering these calls.

H. **Install Electric Security Gates at Locks.** We agree that Management will:

1) Install an electric security gate at Murray Lock and Dam with keypad or key entry which may also be activated from the control house.

2) Pursue closing of the gate at Murray Lock and Dam between the hours of 4:30 p.m. and 7:30 a.m.

3) Post no trespassing signs on existing chain link fence at Murray Lock and Dam and pursue prosecution of persons who violate them.

I. **Article # 9 – Install Surveillance/Security Equipment at Locks, Article # 12 – Modify Security Fence, and Article # 13 – Modify Ladder Wells.** We agree that Management will:

1) Add barbed wire on existing chain link fence, along the visitor center, and on the left bank overflow wall at Murray Lock and Dam by 03 September 1995

2) Fabricate and install hatches at the ladder recesses at all lochs during FY96.

3) Install dummy surveillance cameras in conspicuous places and post signs which warn of potential surveillance at Murray Lock and Dam.

J. **Article # 10 – Install Better Lighting.** We agree to phased installation of new lock lights as funds become available and installation of additional nightwatcher lights at all locks as needed.

K. **Article # 11 – Hand Held Radios.** We agree that Management will furnish hand-held radios capable of contacting other Corps personnel and, if possible, local law enforcement and/or emergency personnel.

L. **Article # 14 – Schedule Lockages at Murray.**  
No change from current practice.

M. **Article # 15 – Fax Machines at Locks.** We agree that Management will install a Fax machine at each lock. We also agree that a log will be kept of Fax transmissions to avoid personal, unauthorized use. We also agree that the Fax machines will be used to transmit items to and from the union (e.g. grievance forms and findings) if an urgency exists for which standard mail would not provide a quick enough response.

N. **Article # 16 – A/C Units in Remote Shelters at Locks.** We agree that Management will install window tinting on the west side of the remote shelters and will investigate air circulation devices (i.e. fans) which might make the shelters cooler.

O. Article # 17 – Official Time and Article # 18 – Official Time for President. We agree that official time will be granted on an as needed basis. We agree to create a form which documents the amount of official time requested, the names of the employees requesting official time, the reason for the official time, and the location where the official time will be worked. The form will also contain a space for approval by the supervisor of the employee(s). We agree that the Union President may request official time to perform work at the union office and that ½ hour will be added to these requests for travel between the office and the President’s official duty station.

Signature Blocks

Memorandum of Understanding  
Between  
Local 2219 International Brotherhood of Electrical Workers  
And  
Little Rock District

1. This Memorandum of Understanding (MOU) is established to clarify the intent of both parties about the inclusion of additional employees in Alternative Work Schedules (AWS).
  
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Signature Blocks