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PREAMBLE

Pursuant to the policy set forth in the Civil Service Reform Act of 1978 and all subsequent amendments, and subject to all applicable statutes, Executive Orders, and regulations issued by the Office of Personnel Management, the Department of Defense and higher echelons in the Department of the Army, the following Articles constitute a contract between the United States Army Engineer District, Baltimore, hereinafter called the EMPLOYER, and the National Federation of Federal Employees Local 639, hereinafter called the UNION, for the Unit described in Article I, hereinafter called the EMPLOYEES.

The purpose and intent of this contract is to unite the EMPLOYER, the UNION, and the EMPLOYEES to establish mutually beneficial relationships in working as a team to accomplish the mission of the Baltimore District in an exemplary manner.

The EMPLOYER and the UNION agree to expend every effort to assure that the intent of the contract is adhered to at all times by all personnel.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

SECTION 1. RECOGNITION: The EMPLOYER recognizes that the UNION is the exclusive representative of all EMPLOYEES in the unit described in Section 2 below, in accordance with the Certificates of Representation from the U.S. Department of Labor dated 1 June 1970.

SECTION 2. UNIT: The unit to which this agreement is applicable is composed of all permanent and temporary non-supervisory, general schedule, and wage-grade and professional EMPLOYEES of the U.S. Army Engineer District, Baltimore.

EXCLUDED are: All employees of the Washington Aqueduct Division and managerial officials, supervisors, and confidential employees. Confidential employees include all attorneys in Office of Counsel, all employees in the Human Resources Office, Executive Office, Equal Employment Opportunity Office, Office of Security and Law Enforcement, Management Analysis Branch (Resource Management Office) and all secretaries/management assistants in the Office of the Chief of Division and Staff Offices. Equal Employment Opportunity counselors not otherwise excluded are members of the bargaining unit.

ARTICLE II
DEFINITIONS

The following definitions of terms used in this agreement shall apply:

SECTION 1. NEGOTIATION: Mid-term bargaining by representatives of the EMPLOYER and the UNION on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.

SECTION 2. IMPASSE: The inability of representatives of the EMPLOYER and the UNION to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

SECTION 3. AMENDMENTS: Modifications of the basic agreement to add, delete, or change portions, sections, or articles of the agreement.

SECTION 4. GRIEVANCE: Any complaint:

a. By any EMPLOYEE concerning any matter relating to the employment of the EMPLOYEE as addressed in this agreement.

b. By the UNION concerning any matter relating to the employment any EMPLOYEE; or

c. By any EMPLOYEE, the UNION, or the EMPLOYER concerning:

(1) The effect or interpretation, or a claim of breach, of this collective bargaining agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 5. UNION OFFICIAL AND/OR UNION REPRESENTATIVE: Any accredited National Representative of the UNION, the duly elected or appointed officials of the Local, including Stewards.

SECTION 6. EMPLOYEE: Any member of the bargaining unit, except as identified in Article I, Section 2.

SECTION 7. CONDITIONS OF EMPLOYMENT: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices, and matters:

- a. Relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5 of the U.S. Code;
- b. Relating to the classification of any position; or
- c. To the extent such matters are specifically provided for by Federal statute.

SECTION 8. AUTHORITY: The Federal Labor Relations Authority established by the Civil Services Reform Act of 1987, subsequent statute(s), and Executive Orders.

ARTICLE III
EMPLOYEE RIGHTS

SECTION 1. 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 under Chapter 71, Title 5, U.S. Code, such right includes the right:

a. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and;

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by EMPLOYEES under Chapter 71, Title 5, U.S. Code.

SECTION 2. ACCOUNTABILITY: An EMPLOYEE is accountable for the performance of duties officially assigned, compliance with Federal, Department of Defense, U.S. Army and Baltimore District Standards of Conduct for Federal Employees, and regulatory and policy requirements attendant to employment. Within this context, the EMPLOYER affirms the right to an EMPLOYEE to conduct his or her private life as he or she deems fit. EMPLOYEES shall have the right to engage in outside activities, except as required by law or regulation of higher authority.

SECTION 3. NONDISCRIMINATION: No EMPLOYEE will be discriminated against by either the EMPLOYEE or the UNION because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap or lawful political affiliation. EMPLOYEES will respect management's affirmative action goals and will fully cooperate with all efforts to eliminate discrimination based upon race, color, creed, sex, age, religion, handicap or national origin.

SECTION 4. INFORMING EMPLOYEES: EMPLOYEES have the right to be informed of the UNION by the UNION. The EMPLOYER shall take such action consistent with law and regulations, as may be required, in order to inform EMPLOYEES of their rights and obligations.

ARTICLE IV
MANAGEMENT RIGHTS

SECTION 1. Subject to Section 2, nothing in this agreement shall effect the authority of any management official:

- a. To determine the mission, budget, organization, number of EMPLOYEES, and internal security practices of the agency; and
- b. In accordance with applicable laws:
 - (1) To hire, assign, direct, layoff, and retain EMPLOYEES in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such EMPLOYEES;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointment from:
 - (a) Among properly ranked and certified candidates for promotion; or
 - (b) Any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

SECTION 2. Nothing in Section 1 precludes the EMPLOYER and the UNION from negotiating:

- a. At the election of the EMPLOYER; on the numbers, types and grades of EMPLOYEES or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials of the EMPLOYER will observe in exercising any authority under Title 5 USC 7106(a); or
- c. Appropriate arrangements for EMPLOYEES adversely affected by the exercise of any authority under Title 5 U.S. Code 7106(a) by such management officials.

SECTION 3. In accordance with the above, the parties agree that management retains the right to establish the work rules and personnel policies that are not in direct conflict with the provisions of this agreement. However, the parties recognize the mutual advantages consultation prior to implementation or modification of such work rules or policies.

a. It is understood and agreed that the EMPLOYER has all the rights, powers, functions and authority which the EMPLOYER had prior to the signing of this agreement. The EMPLOYER retains these rights except as specifically abridged by the expressed provisions of this agreement.

b. Nothing contained in this agreement shall be deemed to limit the EMPLOYER in any way in the exercise of regular and customary function of management.

SECTION 4. The management rights listed above may not be abridged, violated, infringed upon or modified by any outside authority.

SECTION 5. During a period of emergency declared by the Commander, the EMPLOYER reserves the right to take all actions deemed by the EMPLOYER to be necessary or desirable notwithstanding any of the provisions in this agreement. Consistent with security and legal requirements, the UNION shall be furnished an explanation as soon as practicable by the EMPLOYER as to the nature and reasons for the emergency and the actions taken to correct same.

SECTION 6. Nothing in this agreement shall affect the EMPLOYER'S statutory authority to unilaterally make decisions concerning 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.

SECTION 7. It is understood that management's decisions and actions in connection with filling supervisory and other non-unit positions is not a condition of employment within the meaning of Title 5. U.S. Code 7103(a)(14). It is also understood that the qualifications, level of expertise in exercising the responsibilities, and the treatment of the incumbents of such positions are not bargainable.

ARTICLE V

UNION RIGHTS AND REPRESENTATION

SECTION 1. RECOGNITION: The EMPLOYER recognizes that the UNION has the exclusive right to represent all EMPLOYEES in the unit in negotiations and joint meetings with the EMPLOYER with regard to matters affecting the conditions of employment.

a. The EMPLOYER agrees to respect the rights of the UNION and to meet jointly and negotiate with the UNION regarding implementation of any new policy substantially impacting upon the EMPLOYEES or their conditions of employment.

b. The UNION, in consonance with its right to represent, has a right to propose new personnel and/or labor relations policies on matters having a substantial impact on conditions of employment within the bargaining unit and changes in such policy directly to the District Engineer in writing.

c. The EMPLOYER will recognize the duly elected local officers (after formal notification of election results) and officials/representatives designated by the UNION, including stewards. The UNION will supply the EMPLOYER in writing, and will maintain on a current basis, a list of UNION officers and officials, including the stewards. The UNION may post the list of local officers and officials and/or stewards on designated official bulletin boards.

SECTION 2. UNION-MANAGEMENT MEETING PROCEDURES: The following procedures shall apply to Baltimore District-level UNION/MANAGEMENT meetings:

a. The meetings shall occur as the need arises before implementation of any policy substantially impacting on the conditions of employment of the EMPLOYEES. Such joint meetings are considered a part of the initial step used by either party to resolve a problem concerning the working environment; resolve EMPLOYEE dissatisfaction, including grievances, appeals and unfair labor practices; administer this agreement; or negotiate a change in policy. They shall be conducted in an atmosphere that will foster mutual respect.

b. The EMPLOYER and the UNION shall each designate two (2) representatives who shall participate in joint meetings.

c. Joint UNION-MANAGEMENT meetings shall be held upon request by either party, but not more than once per month at the request of either or the parties without the concurrence of the other party. Specific item(s) for discussion shall be provided in advance of the meeting by either party, although items not submitted may be discussed.

d. New or changed policy proposals which cannot be readily agreed to may be submitted for negotiations in accordance with negotiation procedures established in this agreement. Joint meetings will be conducted during regular duty hours, with UNION officials authorized official time without loss of leave or pay. Emergency meetings may be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion.

e. At the request of the UNION the District Engineer will attend an introductory meeting solely with the UNION President within three months of the request. Additional meetings between the UNION President and the District Engineer will be held no less than twice per year on an agreed upon schedule. Such meetings shall serve to provide the EMPLOYER and the UNION an opportunity to develop an understanding of problems relating to the Labor-Management Relations Program. Each party must present the other with a list of any agenda items it desires to discuss no later than one week prior to the meeting. Discussion will be restricted to those agenda items unless both parties agree to discuss a new subject at the meeting. Any future schedule of meetings shall be decided and agreed upon at that meeting.

SECTION 3. The UNION shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more EMPLOYEES in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. This right shall apply at all levels of management within the Baltimore District and the UNION, starting with the steward and first level supervisor. Representation shall occur at the lowest level at which a matter can be resolved, and the initial point of the contact shall be the lowest level management official and UNION official having responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level except when otherwise prescribed by the grievance procedure in this agreement.

a. The UNION has the right to have a representative present at all discussions between the EMPLOYER and an EMPLOYEE, or EMPLOYEES, held in the course of proceedings conducted to resolve grievances submitted by a member of the unit. The representative shall be permitted to present the views of the UNION at such proceedings at the conclusion of any discussion between the supervisor and grievant but before an adjustment is made to the grievance. The UNION has right to be present at appeal proceedings at the request of the appellant except when prohibited by the appeals authority.

b. The UNION has exclusive right to represent EMPLOYEES in presenting grievances under the negotiated grievance procedure in this agreement. An EMPLOYEE or group of employees may present a grievance themselves without representation by the UNION. In any case, the UNION shall have right to be present at the adjustment. The adjustment must be consistent with the terms of this agreement.

SECTION 4. STEWARDSHIP: The UNION may designate in the various organizations having EMPLOYEES in the unit but the total number of UNION officials and stewards combined will not exceed 20. The stewards will participate in approved representational activities on official duty time. The UNION will notify the EMPLOYER in writing prior to the appointment of all stewards and no later than five (5) workdays after the effective date when stewards cease to function as stewards.

SECTION 5. LABOR-MANAGEMENT RELATIONS TRAINING: The EMPLOYER agrees to grant excused absence to EMPLOYEES who are UNION officials, officers, and stewards for the purpose of attending UNION-sponsored and other training sessions, provided the training is of concern to the EMPLOYEES in their capacities as UNION representatives and is of mutual benefit to both parties in accordance with paragraph 11-5(E), subchapter 11, Chapter 630 of the Federal Personnel Manual. For this purpose, the UNION shall be allowed to use 414 man-hours per year under this agreement with no single official being allowed to use more than 40 man-hours per year. The UNION may request and management will consider, on a case by case basis, exceptions to the 40 man-hour cap for a single designated UNION officer for the purpose of accompanying stewards to such training and overseeing their participation. A written request for excused absence will be submitted at least one (1) week in advance by the UNION President to the Human Resources Office. The request will contain information about the duration, purpose and nature of the training.

SECTION 6. EXECUTIVE ORDER 12871 TRAINING: The EMPLOYER will pay the tuition, travel, per diem, and salary of the UNION members for training required as a result of Executive Order 12871.

ARTICLE VI
OFFICIAL TIME

SECTION 1. REPRESENTATIONAL ACTIVITIES: UNION representatives shall be permitted reasonable time during the working hours without loss of leave or pay to effectively represent EMPLOYEES in accordance with this agreement. Permissible use of official time include:

- a. Negotiations conducted during the life of this agreement;
- b. Receiving, investigating, preparing, and presenting grievances/appeals;
- c. Serving as a UNION observer of a grievance in those cases where a UNION representative is not the representative of the EMPLOYEE. Serving as a UNION observer at appeal proceedings at the request of the appellant except when prohibited by the appeals authority;
- d. Serving on committees where the EMPLOYER and the UNION are represented;
- e. The UNION recognizes its obligation to ensure official time used for representational activities is properly used and will cooperate with the EMPLOYER in making every effort to prevent abuse. Any questions by a supervisor concerning the use of official time will be brought to the attention of the Personnel Management Specialist. If the EMPLOYER alleges that the use of official time has been abused, the UNION shall be notified in writing. The UNION agrees to investigate the representative's use of official time and to notify the EMPLOYER in writing within seven (7) workdays, unless an extension is granted, as to its determination of the propriety of such use of time or any corrective action which will be taken.

SECTION 2. PROCEDURES: UNION officers and stewards, when leaving their work area to transact appropriate UNION business during regular working hours, shall first obtain concurrence from their immediate supervisor(s) and will at that time, inform them of the general nature of the business to be transacted (e.g., hearing, appeal complaint, appointment with management official), the general location of the destination (e.g., Human Resources Office, the UNION office, Division/ Office/ Branch) and a phone number, if available, where the UNION representative can be reached. A supervisor may require these UNION representatives to remain on duty and not leave the work area where compelling circumstances exist. Disputes regarding representatives leaving the work area will be immediately addressed by the UNION President, and the Chief, Human Resources Office, or the next in command in their absence or unavailability. Upon entering a work area, under the authority of a supervisor other than their own, to investigate a grievance, UNION offices or stewards shall contact the supervisor, explain

the general nature of their business, and obtain permission to contact the EMPLOYEE. UNION officers, stewards, and EMPLOYEES contacted will advise their supervisor upon return to work. UNION representatives shall record their official UNION time daily on the appropriate sign-in sheet. Supervisors shall certify such time in the Corps of Engineers Time and Attendance system.

ARTICLE VII
NEGOTIATIONS

SECTION 1. MANNER: Both parties to this agreement have the responsibility of conducting any mid-term negotiations entered into by the parties in good faith and in such manner as will further the public interest. The EMPLOYER agrees to give advance written notice to the UNION and an opportunity to negotiate proposals that would implement any new personnel policy or change in established personnel policy, inside the prescribed scope of bargaining, which are proposed during the life of the agreement. If the UNION desires to negotiate concerning such proposals, it may notify the EMPLOYER in writing, within ten (10) workdays of the date of the advance written notice. Failure of the UNION to reply within ten (10) workdays will constitute approval of the proposal(s). Failure of Management to comply with the advance written notice to the UNION will result in the EMPLOYER acknowledging in writing to the Union the failure to provide such advance written notice. The parties agree to make every reasonable effort to bargain in a good faith effort to reach agreement on the issues on which the parties have agreed to negotiate.

SECTION 2. SCOPE OF NEGOTIATIONS: Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of EMPLOYEES within the unit in accordance with the provisions of Article IV; Management Rights, of this agreement. The EMPLOYER agrees to negotiate with the UNION on any new policy or change in established policy prior to implementation as required in Article IV, Management Rights, of this agreement. If the change itself is not subject to negotiations, any substantial impact upon the EMPLOYEES and procedures for implementing the change may be negotiated in accordance with the provisions of Article IV, Management Rights, of this agreement. The scope of negotiations includes the EMPLOYER'S implementation of the above cited new or revised personnel policies and practices, including, but not limited to:

- a. Working conditions
- b. Tour of duty
- c. Merit promotion
- d. Training
- e. Grievance procedures
- f. Reduction-in-force
- g. Employee benefits

- h. Services to the UNION
- i. Appropriate arrangements for employees affected by the impact of realignment of work forces and technological change.
- j. Disciplinary action procedures
- k. Implementation of pay policies to the extent permitted by law and regulation.

It is understood that no provisions of this agreement shall nullify or invalidate the rights of EMPLOYEES or the UNION established by Title VII, Civil Service Reform Act, and other statutes. Nor shall it relieve management of the responsibility to negotiate with the UNION on the policies, practices and procedures used in exercising its rights as specified in this article.

SECTION 3. NEGOTIATIONS PROCEDURES: The following procedures shall be utilized:

- a. The number of members on either the UNION or EMPLOYER negotiating committee shall not exceed three (3).
- b. A chairperson and alternate chairperson will be designated in writing for each negotiating committee. The chairperson of each will speak for the respective committee. Other members may speak with the approval of the chairperson.
- c. Names of the members of each negotiating committee will be exchanged formally by the parties in writing no later than seven (7) calendar days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party no later than one (1) day prior to the next negotiating session.
- d. EMPLOYEES negotiating during regular-duty hours on behalf of the UNION shall be on official duty time.
- e. Mid-contract and impact bargaining sessions between representatives of the EMPLOYER and the UNION shall be conducted on official time. Such bargaining is considered a part of the UNION'S duty to represent EMPLOYEES during the life of the agreement.
- f. Upon reaching agreement on all articles, the agreement shall be signed by the members of both negotiating committees, ratified by the UNION members in a manner prescribed by the UNION, and, upon ratification, signed by the UNION President and the District Engineer.
- g. Negotiation Impasse: When the parties to the agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all

negotiable items on which agreement can be reached have been disposed of, the parties shall again attempt to resolve any impasse. Either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of mediation do not resolve the impasse, either party may seek the services of the Federal Services Impasses Panel. In those cases being negotiated where impasse is reached, the EMPLOYER may implement the change upon five (5) workdays written notification to the UNION, unless the UNION submits in writing its intent to file with the FMCS within five (5) workdays time frame. The UNION must request assistance of the FMCS within five (5) workdays after notifying the EMPLOYER of intent to file. If the UNION does not request services of the FMCS within five (5) workdays, or the services of FMCS do not result in agreement, the EMPLOYER may implement the change.

h. Negotiability Question: When the EMPLOYER believes that a matter is non-negotiable, it will immediately advise the UNION in writing of its rationale for such a belief. The UNION has the right to proceed to the Federal Labor Relations Authority in accordance with Title 5 USC 7105(e) regulations of the Authority and Title 5 USC 7117(a) (b) to determine whether or not a compelling need exists, if that is the reason for the claim in non-negotiability.

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 1. COMMON GOAL: The EMPLOYER and the UNION recognize the importance of resolving disagreements and disputes promptly, fairly, and in an orderly manner that will be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

SECTION 2. SCOPE: Except as provided below, an eligible EMPLOYEE may submit a grievance on any matter of concern or dissatisfaction related to his/her employment which is subject to the control of the EMPLOYER. This grievance procedure does not apply to:

- a. A violation relating to political activities;
- b. Retirement, life insurance or health insurance;
- c. A suspension or removal for national security reasons;
- d. Any examination, certification or appointment;
- e. Classification of position(s) which does not result in reduction in pay or grade for the EMPLOYEE;
- f. A grievance may not be filed concerning the identification of critical job elements or the establishment and content of performance standards;
- g. The suspension, separation or removal of a probationary or trial period EMPLOYEE;
- h. The suspension, separation or removal of an EMPLOYEE on a temporary appointment.

Nothing in this section shall prevent EMPLOYEES from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeals process, provided that the EMPLOYEE has not filed a formal grievance to the matter in accordance with the agreement.

SECTION 3. APPLICATIONS: A grievance may be taken by the UNION, an EMPLOYEE or group of EMPLOYEES, or the EMPLOYER. Only the UNION or a representative approved by the UNION may represent EMPLOYEES in such grievances.

However, any EMPLOYEE group of EMPLOYEES may personally present a grievance and have it adjusted without representation by the UNION provided that the UNION is given the opportunity to be present at any meeting explaining the adjustment of the grievance to the grievant(s). In exercising their rights to present a grievance, EMPLOYEE representatives will be unimpeded and free from wrongful restraint, coercion, discrimination or reprisal.

SECTION 4. PROCEDURE: In the following procedure outlined below, either the UNION, and/or grievant or the EMPLOYER may request an extension of time and such extension will be granted upon the consent of the other party.

a. Step 1. The grievant must submit the grievance in writing on the Negotiated Grievance Form obtained from the EMPLOYER or the UNION. The grievance shall first be submitted by the grievant (and representative, if one is elected) to the immediate supervisor or the lowest level management official having the authority to render a decision. A copy of the filed grievance will be furnished to the UNION and the Chief, Human Resources Office. The grievance shall be based on a personal interest to the grievant. The grievance shall identify the following points to be valid:

- (1) State that a grievance is filed;
- (2) State the dissatisfaction of the grievant;
- (3) State the remedy sought.

The grievance must be initiated within fifteen (15) workdays of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within fifteen (15) workdays of the date the grievant became aware of the incident. A decision will be given to the grievant within seven (7) workdays after presentation of the grievance and a copy of the decision will be furnished by the deciding official to the UNION and the Chief, Human Resources Office. Such decision shall be in writing, and every effort shall be made to insure that it is clearly communicated and understood. Included in such decision shall be a written statement indicating the grievant's right to submit the grievance to Step 2. Failure of management to meet this deadline or request an extension of time in at least two (2) workdays before the deadline date shall enable the grievant to proceed with Step 2 of the procedure without awaiting a response beyond the deadline date.

b. Step 2. If the grievant is dissatisfied with the decision given at Step 1, the grievance may be carried forth in accordance with the following:

- (1) Within five (5) workdays after receipt of the written decision at Step 1 or five (5) workdays after the date it should have been received, the grievance shall be

presented by the aggrieved or his/her representative to the Division Chief. The written decision at Step 1, if received, shall be attached.

(2) Upon receipt of the grievance at this level, the Division Chief shall, within ten (10) workdays, render a written decision and complete the appropriate section(s) of the Negotiated Grievance Form. Included with such decision shall be a written statement indicating the grievant's right to submit the grievance to the District Engineer. Failure of management to meet this deadline shall enable the grievant to proceed with Step 3 of the procedure without awaiting a response beyond the deadline date.

c. Step 3. If the grievant is dissatisfied with the decision given at Step 2, the grievance will be forwarded through the Human Resources Office to the District Engineer by completing the appropriate section(s) of the Negotiated Grievance Form and submitting it within five (5) workdays after receipt of the written decision at Step 2 or five (5) workdays after the date it should have been received. The grievance shall be presented by the aggrieved or the UNION representative to the District Engineer.

(1) At the request of the grievant or the UNION a meeting will be held with the District Engineer within ten (10) workdays of the receipt of the Step 3 grievance in the Human Resources Office. The District Engineer will issue a decision within fifteen (15) workdays of the meeting or if no meeting is requested within fifteen (15) workdays of receipt of the Step 3 grievance to the Human Resources Office. Failure by the District Engineer to issue a decision under this procedure will enable the UNION to file for arbitration and the EMPLOYER will pay the full cost of the arbitrator's fees and other expenses.

(2) If the grievance is filed by a unit EMPLOYEE(S) and the decision is unsatisfactory to the grievant at Step 3 or if no decision is given, the EMPLOYEE(S) may request the UNION to refer the grievance to arbitration in consonance with the provisions of this Agreement. The UNION may request arbitration by consonance with the provisions of this Negotiated Grievance Form and submitting it to the EMPLOYER within twenty (20) workdays of the decision at Step 3 or twenty (20) workdays from the date that the decision was due if none was given. A request for arbitration shall be valid only if signed by the UNION President or Acting President.

The Step 3 decision shall be forwarded to the aggrieved party and/or representative by certified mail, return receipt requested, or in person.

SECTION 5. EMPLOYER-UNION GRIEVANCE PROCEDURE: A concerted attempt will be made by both parties to resolve disputes which arise from grievable matters described in this agreement over which the party complained against has control. Failure to do so will be followed by submitting the disputes in writing to the Human Resources Office, if initiated by the UNION, or to the President of the Local, if initiated by the EMPLOYER. Such grievances must be presented within fifteen (15) workdays from the specific act or occurrence, or at any time

when they concern dissatisfactions with continuing conditions. Representatives of the two parties will meet as soon as possible or within ten (10) workdays to discuss the dispute and attempt to resolve it. The party complained against will render a final decision within ten (10) workdays of this initial meeting. Additional meetings may be scheduled during the intervening period by mutual agreement of the parties. If the dispute is not settled by this method, either party may submit the matter to arbitration in accordance with procedures contained in this agreement.

SECTION 6. If the UNION observes or becomes aware of an incident that may be grieved by an EMPLOYEE, the UNION may choose to initiate the grievance in the event the EMPLOYEE does not. In this case, it would be filed at the same step in the negotiated grievance procedure that the EMPLOYEE would be required to file. All of the time frames and requirements must still be observed by the UNION.

ARTICLE IX
ARBITRATION

SECTION 1. Arbitration may be invoked by either the EMPLOYER or the UNION, but not by individual EMPLOYEES. Arbitration shall extend only to disputes involving matters covered by the Negotiated Grievance procedures of this contract.

SECTION 2. If the EMPLOYER and the UNION fail to settle any grievance processed under the negotiated grievance procedures, such grievance, upon written notification by either the EMPLOYER or the UNION, within twenty (20) workdays following receipt of the decision by the aggrieved party, may be submitted for arbitration.

SECTION 3. Within five (5) workdays from the date of receipt of the request for arbitration, the parties will attempt to select an arbitrator. If the parties are unable to select an arbitrator the parties shall within three (3) workdays make written request of the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial individuals qualified to serve as arbitrators. At this time the parties will mutually frame and submit the exact issue. In the event the parties cannot agree on the exact issue, they should within the same time frame, submit under one (1) cover, the issue as each party perceives it to be. The parties shall meet within five (5) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the following selection procedure shall apply: Each party will alternately strike one arbitrator's name from the list. The toss of a coin shall determine who strikes the first name. The parties will strike names until only one name remains on the list. The remaining name shall be duly selected as the arbitrator.

SECTION 4. The moving party may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. The cancelling party will bear cost of all fees and expenses already incurred by the arbitrator selected to hear and render a decision on the grievance (except as noted in Section 5 below), unless the party grieved against acceded to the moving party on the issue(s) originally grieved in the timeframe described in the preceding sentence in which case that party will bear such cost.

SECTION 5. For all arbitration cases, the EMPLOYER will bear 1/3 of the arbitrator's fee and all other expenses. The losing party will bear the remaining 2/3 of such expenses. In the event the arbitrator's decision is not clearly in favor of one or the other, remaining 2/3 of the expenses shall be borne equally by the parties.

SECTION 6. The arbitration hearing shall be limited to the issues framed, witnesses disclosed, and exhibits identified in writing prior to the hearing. Any decision rendered by the arbitrator shall be based upon the facts, law, and record developed in the instant arbitration case.

SECTION 7. A stipulation of facts to the arbitrator can be used when both parties agree, otherwise procedures used to conduct arbitration shall be determined by the arbitrator. The EMPLOYER will arrange for the hearing site and the hearing will be held during regular day shift hours of the basic work week. All participants, insofar as it is possible, shall be in a duty status during such time as their presence is required for the conduct of the hearing.

SECTION 8.

a. In considering those grievances concerning action based on unacceptable performance and the adverse actions which are appealable under the statutory appeals procedure, the arbitrator will apply the same appellate standards – that is, actions based on unacceptable performance must be supported by substantial evidence and adverse actions by a preponderance of the evidence.

b. The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this Agreement, as necessary to render a decision. The arbitrator shall have no authority to change, add to, delete from, alter or amend in any way the language of this Agreement, or the published policies and regulations of appropriate authorities. Where the agreement cites policies or regulations of higher authority or quotes portions of those policies or regulations, they will not be subject to interpretation without clarifying testimony from the functional experts within Government responsibility for such matters as well as UNION testimony as the parties determine is necessary. The arbitrator shall address only the issue or issues presented by the parties, and shall not develop or address issue(s) not mentioned in the grievance as submitted by the parties. In all cases, arbitration shall not extend to changes in the content of this Agreement or policy or proposed changes in policy.

SECTION 9. The arbitrator shall be requested to render a decision as expeditiously as possible after the conclusion of the hearing, but in any event, not later than thirty (30) days after the conclusion of the hearing.

SECTION 10. It is agreed and recognized that arbitration provided herein is binding and appealable only under the provisions of Title VII of the Civil Service Reform Act or amendments thereto. Within ten (10) workdays after receipt of the arbitrator's award, the parties to the arbitration will notify one another in writing of intent to file an exception with the Federal Labor Relations Authority or seek judicial review or have initiated action to comply with the arbitrator's decision. Failure of either party to initiate an appeal by the end of the ten (10) workday period after official receipt of the decision shall constitute acceptance of the arbitration decision and therefore the arbitration decision shall prevail.

ARTICLE X

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. GENERAL: The procedures outlined in this article shall be observed in any EMPLOYER action to discipline unit EMPLOYEES. Disciplinary actions taken concerning all EMPLOYEES, including probationary EMPLOYEES must be based on just cause, be consistent with applicable laws and regulations, and be fair and equitable.

SECTION 2. INVESTIGATIONS AND INVESTIGATORY INTERVIEWS:

a. Prior to proposing and/or effecting a disciplinary action concerning a unit EMPLOYEE, the EMPLOYER shall attempt to ascertain all pertinent facts. Every reasonable effort shall be made during the information gathering process to discuss the matter with the EMPLOYEE(S) involved to obtain his/her views.

b. The EMPLOYEE is entitled, upon request, to have UNION representation, if the EMPLOYEE reasonably believes that the discussion may result in disciplinary action. If the EMPLOYEE requests such representation, no further questioning will take place until the representative is present.

c. When all the facts have been gathered and disciplinary action appears to be in order, disciplinary action or a proposed notice, as applicable, will normally be issued within fifteen (15) workdays after conclusion of the investigatory process.

SECTION 3. NOTICE OF PROPOSED DISCIPLINARY ACTIONS: Notices of proposed disciplinary actions where required by this section will be in writing.

a. Suspension of fourteen (14) days or less. An EMPLOYEE against whom an action is proposed is entitled to:

(1) An advance written notice, normally ten (10) workdays, stating the specific reasons for the proposed action;

(2) a reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer, normally ten (10) workdays;

(3) be represented by an attorney or other representative;

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

(5) the right to official time in the preparation and presentation of oral and/or written replies; and

(6) the right to review the materials relied on to support the reasons for the proposed action and the location where these materials may be reviewed.

b. Suspension for more than fourteen (14) days, reduction in grade and pay, or removals as a result of discipline. An EMPLOYEE against whom an action is proposed is entitled to:

(1) At least thirty (30) days advance written notice, unless there is reasonable cause to believe the EMPLOYEE has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;

(2) a reasonable time, but not less than seven (7) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(3) be represented by an attorney or other representative;

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

(5) the right to official time in preparation and presentation of oral and/or written replies; and

(6) the right to review the materials relied on to support the reasons for the proposal if any and the location where these materials may be reviewed.

SECTION 4. NOTICE OF FINAL DECISION: In the event an unfavorable decision is issued, the EMPLOYEE shall be advised that he or she has the right to appeal the decision under the Negotiated Grievance Procedure or the Merit System Protection Board (MSPB) (for actions cited in subsection 3b) but not both. The appropriate MSPB address shall be included in the letter as well as the name and duty phone of the UNION president, should the EMPLOYEE choose to seek redress under the Negotiated Grievance Procedure.

SECTION 5. WRITTEN REPRIMANDS

A. A written reprimand is the least severe form of formal disciplinary action available for the EMPLOYER to impose on unit EMPLOYEES concerning an apparent misconduct or delinquency. Once the supervisor determines that there is an apparent misconduct or delinquency, the supervisor must gather the facts in accordance with Section 2 of this article herein, and privately interview the EMPLOYEE with his representative if appropriate. In such

interviews the EMPLOYEE(S) has the right to express his/her views with respect to the circumstances.

b. If the supervisor determines that a written reprimand without a proposed notice is warranted, it must contain:

(1) The specific reasons for the reprimand;

(2) The EMPLOYEE'S right to review the material relied on to support the reprimand if any, and where the material may be reviewed;

(3) State the reprimand will become a part of the EMPLOYEE'S Official Personnel Folder for the period decided upon which will not exceed two (2) years, after which time it will be removed and destroyed.

(4) The right to grieve the reprimand under the Negotiated Grievance, Procedure, and the right to approved official time in the preparation and presentation of such grievance.

c. The parties agree that the length of time stated within the reprimand that will be filed in the Official Personnel Folder is representative of the longest time it may be so filed and that it may be removed at an earlier time if the supervisor decides to do so.

SECTION 6. Procedures specified in this article dealing with suspensions, terminations and removals do not apply to temporary, probationary and trial period EMPLOYEES.

SECTION 7. If at any time a disciplinary/adverse action that had been effected against an EMPLOYEE is withdrawn and cancelled or corrected, all documents or records of that action will be removed from the EMPLOYEE'S personnel file at the time the corrective or cancellation action is effected.

ARTICLE XI

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. POLICY: The EMPLOYER shall not in any way discriminate against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, or handicapping conditions. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, the Civil Rights Act, the American Disabilities Act, and all other applicable law and regulations.

SECTION 2. MUTUAL CONCERN: The UNION agrees to cooperate actively and positively with the EMPLOYER in its efforts to carry out a plan of affirmative action to accomplish equal opportunity for all EMPLOYEES. EMPLOYER shall furnish the UNION a copy of the District's Affirmative Action Plan on an annual basis.

SECTION 3. EEO COUNSELORS: EEO Counselors shall be appointed by the EMPLOYER. Candidates may be recommended by the UNION. Candidates must meet the criteria established by the EEOC and DA Regulations. The counselors shall be trained by the EMPLOYER in the operations of the EEO complaint procedure and the negotiated grievance procedure. Their purpose shall be to discuss problems of discrimination with EMPLOYEES, to act as liaison between EMPLOYEE and management in a dispute, and to find informal solutions whenever possible.

SECTION 4. TRAINING: Nomination and selection of EMPLOYEES to participate in training and career development programs and in courses or in Labor-Management Relations seminars shall be made without discrimination and in consonance with Section 1 above.

SECTION 5. PROMOTION: Promotion nominations and selections shall be made in accordance with Section 1 above.

SECTION 6. RECOGNITION: EMPLOYEES or officials actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices shall be considered for appropriate recognition for their actions.

SECTION 7. UNION REPRESENTATION: An EMPLOYEE discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by the UNION representative of his or her choice, if he/she so desires.

SECTION 8. UPWARD MOBILITY: The EMPLOYER agrees to maintain in accordance with applicable law and regulations an Upward Mobility Program in consonance with the following:

a. Definition: Upward Mobility is a systematic management effort that focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level EMPLOYEES (below GS-9 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.

b. Upward Mobility Coordinator: The program shall have an Upward Mobility Coordinator. The Coordinator:

(1) is the central point of coordination;

(2) shall work with the EEO Office in establishing, effecting, monitoring and revising the program;

(3) shall ensure that all elements of the program fit together and that elements of management (training personnel, evaluation, budget, counseling and supervisory and management levels) participate in planning and implementing the program.

c. Program Provisions:

(1) The program will provide developmental opportunities to the lower level EMPLOYEES which go beyond normal staff improvement practices.

(2) The program shall place special focus on persons at lower grade levels (below GS-9) or equivalent) who are in positions or occupational series which do not enable them realize their full work potential.

(3) Upward mobility opportunity will be made available on a nondiscriminatory basis.

(4) The program will use a systematic, structured approach with well-thought-out objectives.

(5) The program shall make maximum use of skills and potential of EMPLOYEES currently in the agency's workforce. It is not a new-hire program, does not guarantee anything except an opportunity, and is not to be limited to any one occupational area.

(6) The program shall provide for career development counseling. The plan shall provide for assistance to EMPLOYEES in making decisions about their careers. This assistance may come from any source, but it must be a coordinated part of a plan assuring that Upward Mobility candidates and trainees will have sound and current information.

(7) The following will not be considered a part of the Upward Mobility Program:

- (a) Career Intern Program;
- (b) Cooperative Education Program;
- (c) Student Employment Program;
- (d) Training for normal staff development or to improve performance in an EMPLOYEE'S assigned job;
- (e) Outside recruitment program.

ARTICLE XII

UNION EQUAL REPRESENTATION POLICY

The UNION will not discriminate against an EMPLOYEE with regard to the terms or conditions of membership in the bargaining unit on the basis of race, color, creed, national origin, sex, age, preferential or non-preferential civil service status, political affiliations, marital status, or handicapping condition.

ARTICLE XIII

SAFETY AND HEALTH

SECTION 1. GENERAL: The EMPLOYER shall institute an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196 and EM 385-1-1. U.S. Army Corps of Engineers, - Safety and Health Requirements Manual. UNION officials involved in activities or representation pursuant to this Article shall be considered to be on official duty.

SECTION 2. SAFETY ADVISORY COMMITTEE: The UNION may designate a member to serve on the Baltimore District Safety Advisory Committee. Subcommittees will be established in the same manner for operational units of the Baltimore District when the full committee deems them appropriate. The Safety Advisory Committee will perform the following functions:

a. Make a study of any environmental conditions appearing not in consonance with the OSHA or considered to be potentially harmful or injurious to health, safety or comfort of the EMPLOYEES, including but not limited to; unsanitary toilet facilities; excessive dust, fumes, or toxic material; and unsafe equipment or practices. When such studies reveal that harmful environmental or unsafe conditions exist, the committee shall immediately notify the District Engineer, specifying the action needed to correct the condition.

b. Investigate, report and direct corrective action for unsafe working conditions referred to the committee for action after such conditions have been first brought to the attention of the immediate supervisor.

c. Meet at regularly scheduled intervals and compile a written report at each meeting, describing the committee's and co-workers' contribution to safety.

SECTION 3. SAFETY INSPECTIONS: There shall be an annual safety inspection of all areas occupied by the EMPLOYEES, and a UNION representative may have the right to participate in the inspection. If such UNION representative is a District Employee, he or she will be one whose duty station is the facility being inspected or who is the representative located at the closest possible site to the facility except under unusual circumstances. When safety inspections are made pursuant to OSHA, or other statutes or regulations in areas where unit EMPLOYEES work, the UNION will be notified and a UNION representative may accompany the inspector or inspection team whenever the Baltimore District Safety and Occupational Health Office is permitted to be present. The EMPLOYER agrees to provide the UNION with a copy of specific reports of safety inspections, and reports of accidents or occupational illnesses involving

EMPLOYEES upon request approved by counsel for release in accordance with the Freedom of Information Act criteria.

SECTION 4. HEALTH AND SAFETY POLICIES:

a. The EMPLOYER will exert every effort to provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). The EMPLOYER shall post and keep posted a notice or notices informing EMPLOYEES of the protections and obligations provided for in the OSHA.

b. The EMPLOYER will provide suitable protective clothing and safety devices for EMPLOYEES engaged in activities requiring same in consonance with applicable regulations. Cleaning and repairing of issued clothing shall be provided by the EMPLOYER except when such cleaning and repair is due to EMPLOYEE negligence or off duty use.

c. EMPLOYEES shall not be required to work in an environment where continued exposure to humidity is determined unsafe by appropriate authority to the continued health of the EMPLOYEES affected. The EMPLOYER agrees to take temperature and humidity readings when there is an indication that atmospheric conditions may exceed the levels established by appropriate authority. When necessary, the EMPLOYER shall initiate any action necessary to correct the situation except during national and natural disaster operations.

d. The EMPLOYER agrees to ensure, to the fullest extent possible, adequate lighting and ventilation in work areas, and shall not require EMPLOYEES to work in overly crowded, dark, or unventilated areas. The EMPLOYEE also agrees that, to the extent possible regarding the adequacy of light, ventilation and space in any work area, corrective action will be taken by the EMPLOYER based on information and legal and regulatory standards supplied by the Safety Committee.

e. The employer will first consider only EMPLOYEES who are qualified or in training to operate machinery or equipment or to perform work that could cause injury to an inexperienced operator or endanger other EMPLOYEES.

f. Parties shall encourage EMPLOYEES to work safely, and report any observed unsafe or unhealthy conditions to the EMPLOYEE's immediate supervisor. The parties agree that each EMPLOYEE has a responsibility for his/her own safety. Relevant legislation/regulation mandates that no discharge or discrimination will result from an EMPLOYEE's reporting on an unsafe practice or conditions.

g. When an EMPLOYEE feels that he or she is subject to conditions so severe that a short-term exposure to such conditions would be detrimental to health or safety, he or she should report the circumstances to the immediate supervisor. If after the supervisor has

inspected the conditions reported by the EMPLOYEE, the supervisor and the EMPLOYEE disagree as to the threat to health or safety or the adequacy of the measures taken to correct the perceived hazard, a UNION STEWARD will be summoned to the worksite if the EMPLOYEE so desires and if a STEWARD is immediately available. The supervisor and STEWARD shall inspect the work area to insure that it is safe before requiring the EMPLOYEE to carry out the work assignment. If any doubt regarding the safety of existing conditions or corrected conditions is raised by either the supervisor or STEWARD, a ruling shall be obtained from the appropriate safety official before proceeding if one is available.

SECTION 5. HEALTH SERVICES AND PREVENTIVE MEDICINE:

a. For EMPLOYEES stationed in the City Crescent Building the EMPLOYER will provide, when available through the services of the Federal Employee Occupational Health Center:

(1) First-aid treatment with the intent of relieving discomfort so as to permit the EMPLOYEE to complete his/her duties of that day or to make it possible for them to proceed to their family physician. This does not provide for any continuing day-to-day treatment.

(2) A physical examination, on an elective and availability basis, to EMPLOYEES over 40 year of age.

(3) Selective mass testing and immunizations, to the extent they are available.

b. Transportation to obtain medical treatment will be provided for EMPLOYEES who have job-related illness or injury, if requested.

c. The EMPLOYER will advocate and promote a wellness program and physical fitness program in the City Crescent Building.

d. Smoking will be prohibited inside all buildings and vehicles under the jurisdiction of the District and occupied by District EMPLOYEES.

SECTION 6. OCCUPATIONAL HEALTH AND SAFETY TRAINING: Although EMPLOYEES are basically qualified to perform their duties, the EMPLOYER recognizes the need for specific training regarding Occupational Safety and Health to assure EMPLOYEE safety and a minimum loss of man-hours due to preventable injuries. The EMPLOYER will provide training programs to ensure that all EMPLOYEES are informed of safe working habits and practices appropriate to their job. Additionally, supervisors will instruct EMPLOYEES in safe working habits, practices and procedures in regard to specific job assignments and will ensure that manuals and regulations relating to safety and health are available to all EMPLOYEES.

SECTION 7. ACCIDENTS: For on the job fatalities and/or serious accidents to an EMPLOYEE the following procedure shall be followed:

- a. No release to the media or public will be made until next of kin has been notified;
- b. The UNION shall be notified as soon as practicable; and
- c. The UNION shall be provided copies of all reports and investigations after the management review process is complete, normally within sixty (60) days of the incident, unless government attorneys deny release, in which case, the UNION may seek the document(s) pursuant to 5 USC 7114.

ARTICLE XIV

ALCOHOL AND DRUG ABUSE

SECTION 1. The EMPLOYER and the UNION are concerned with the accomplishment of District missions and the requisite need to maintain productivity. While the decision to use alcohol and drugs is a personal one, when it interferes with the efficient and safe performance of the EMPLOYEE'S assigned duties, reduces dependability, or reflects discredit upon the District, it becomes the legitimate concern of both the EMPLOYER and the UNION. Recognizing that alcoholism is a treatable illness, and drug abuse a treatable health problem, it is to the advantage of both EMPLOYER and UNION to assist personnel in recovering from the illnesses.

SECTION 2. The EMPLOYER and the UNION will support the district Alcohol and Drug Abuse Prevention and Control Program (ADAPCP). Participation in the Program shall not jeopardize an EMPLOYEE'S job security, or his/her opportunity for promotion, except as limited by relating to sensitive positions. The EMPLOYEE has a right to have a UNION representative present at any discussion of his/her progress in treatment with the EMPLOYER. Sick leave will be granted for treatment or counseling sessions. The confidential nature of EMPLOYEE'S alcohol/drug problems shall be maintained. Neither counselor nor any management official shall reveal the name of a person voluntarily seeking assistance without the EMPLOYEE'S written consent.

SECTION 3. Initiation of adverse action for misconduct or unacceptable performance related to alcohol or other drug abuse will be postponed for ninety (90) consecutive days only for EMPLOYEE'S who are enrolled in and satisfactorily progressing in the program. Continued unacceptable performance or misconduct, in cases where the EMPLOYEE refuses assistance, withdraws from the program, or fails to achieve satisfactory results, will be handled in accordance with the regulatory procedures which govern unacceptable performance or misconduct.

ARTICLE XV

MERIT SYSTEM – PROMOTION AND DETAIL

SECTION 1. GENERAL: All promotions shall be consonant with the spirit and intent of the Merit System. The EMPLOYER will insure that all qualified people have equal opportunity for promotion.

SECTION 2. VACANCIES: Positions filled under competitive procedures, except Career Program positions at mandatory referral levels, shall be appropriately publicized to ensure that all EMPLOYEES have an equal opportunity to participate in the Merit Promotion Program. The UNION shall be furnished a copy of each vacancy announcement.

a. Position announcements will fully identify the position as to grade, title, organizational location, and indicate when the position is temporary. If a position is announced as temporary, and the announcement does not state that it may become permanent, the position will be reannounced if it does become permanent.

b. Competitive promotion procedures will apply to placements by transfer or reassignment to a position with more known promotion potential than the position last held and by reinstatement to a position having potential for advancement to a higher grade than last held under a permanent appointment.

SECTION 3. PANELS:

a. When determined as necessary by the EMPLOYER, evaluation panels shall be established to rate and rank candidates for unit vacancies. At its request prior to the closing date of the vacancy announcement, the union shall be provided an opportunity to nominate one (1) qualified person from the bargaining unit, who will serve as the UNION observer.

b. Panel members will occupy positions at a grade level no lower than that of the position being filled, and will be a subject matter expert in the field, capable of making informed decisions regarding criteria and qualifications in the occupational field. Candidates for the position to be filled can not serve as panel members. Determinations as to qualifications of panel members will be made by the EMPLOYER.

c. Panel members shall be permitted to view only data from the EMPLOYEE'S Official Personnel Folder which is applicable to the rating process. Panel members shall treat all information obtained in the rating process as strictly confidential and shall not discuss the proceedings, except to report to the UNION President any matter which they believe requires the President's attention or action. Where the EMPLOYER has reasonable

cause to believe that there has been a breach of confidence by a panel member, that person will be disqualified.

SECTION 4. SUPERVISORY APPRAISAL: Every effort will be made to obtain a supervisory appraisal from each candidate's current supervisor. If the EMPLOYEE has not been under supervision of that supervisor for at least ninety (90) days, then every effort will be made to obtain an appraisal from a former supervisor.

SECTION 5. The following information about specific promotion actions shall be available to an applicant and/or UNION or other designated representative upon request:

- a. Whether the EMPLOYEE was considered for promotion and, if so, whether he/she was eligible on the basis of minimum qualifications requirements for the position;
- b. Whether the EMPLOYEE was one of those in the group from which the selection was made and the names of the candidates in the group;
- c. Who was selected for the promotion;
- d. If the EMPLOYEE was rated not qualified or was not referred for selection, the reasons for that determination and;
- e. In what area, if any, the EMPLOYEE should improve to increase chances of further promotion.

SECTION 6. REPROMOTION: An EMPLOYEE who was previously demoted while in the Department of Defense without personal cause and not at personal request will be provided special consideration for repromotion to a grade no higher than that from which demoted and to any intervening grade for which he/she is well qualified. Such EMPLOYEES will be referred to the selecting official prior to the referral of candidates through competitive promotion procedures. The selecting official is entitled to select any of the promotion eligibles referred. If the selecting official decides not to make a selection for repromotion after considering all qualified repromotion eligibles and any of the eligibles later are referred among the best qualified under competitive procedures for the same position, the official must state for the record his/her reasons for not selecting each repromotion eligible if no repromotion eligible on the competitive list is selected.

SECTION 7. DETAILS:

- a. In the interest of effective EMPLOYEE utilization, details to positions of work assignments requiring higher or different skills will be based upon bona fide need and will be consonant with the spirit and intent of this article, applicable regulations and the Merit

System. Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel.

b. Details in excess of thirty (30) days shall be recorded in the EMPLOYEE'S Official Personnel Folder, and a copy of the record forwarded to the EMPLOYEE.

SECTION 8. TEMPORARY PROMOTION. Temporary promotions of more than 120 days will be made based on competitive procedures.

ARTICLE XVI

POSITION DESCRIPTION

SECTION 1. Each EMPLOYEE is entitled to a complete and accurate position description which shall be reviewed by the supervisor every two (2) years. The phrase, “Performs other duties as assigned” in the EMPLOYEE’S position description shall be in accordance with appropriate laws and regulations.

a. GS EMPLOYEES – any duty which is not a major duty (occupies more than 25% of the EMPLOYEE’S work time);

b. WG EMPLOYEES – any duty which does not occupy the EMPLOYEE’S work time on a regular and recurring basis.

SECTION 2. In cases where application of new classification standards will result in downgrading of position occupied by EMPLOYEES in the Unit, a Personnel Management Specialist will meet with the UNION at the UNION’S specific request (at a mutually acceptable time) prior to the effective date, to discuss the basis for the proposed action. The EMPLOYER will advise the UNION of new or revised classification standards which substantially impact on unit EMPLOYEES.

SECTION 3. POSITION CLASSIFICATION COMPLAINTS AND APPEALS: Any EMPLOYEE in the unit who feels that the duties being performed are outside the scope of the position description or that the position is inaccurately described or classified may orally request, through the supervisor, that the position description be reviewed. The EMPLOYER shall review the EMPLOYEE’S duties and responsibilities to determine the accuracy of the job description in accordance with governing regulations upon completion of the review the findings shall be discussed with the EMPLOYEE. If the EMPLOYEE disagrees with the results of this informal process, the EMPLOYEE may request a formal desk audit in a written memorandum to the Human Resource Office and shall certify that copies have been furnished to their immediate supervisor and the UNION. The UNION and the EMPLOYER strongly encourage informal resolution of position description disagreements. If a satisfactory solution is not reached, the EMPLOYEE may file a classification complaint and/or appeal in accordance with appropriate laws and regulations.

ARTICLE XVII

PERFORMANCE STANDARDS

SECTION 1. All performance standards will be fair and equitable and consistent with the duties assigned to the position. A performance standard is a statement the required level of achievement expressed in terms of objective criteria related to the job in question.

SECTION 2. Supervisors will encourage EMPLOYEE participation in establishing performance standards. EMPLOYEES and their supervisors shall meet at least once each year to discuss performance standards and critical elements for the next rating year. The agreed upon standards shall be put in writing and signed by the EMPLOYEE and the supervisor. A critical element is a component of an EMPLOYEE'S job that is of sufficient importance that performance below the minimum standard established by management requires remedial action and denial of a within grade increase, and may be the basis for removing or reducing the grade level of that EMPLOYEE. Also, this action may be taken without regard to performance of other components of the job.

SECTION 3. The UNION may present legitimate concerns on behalf of an EMPLOYEE who feels that the performance standards for his/her position are not consistent with the intent of the governing regulations, to the UNION Management Committee.

ARTICLE XVIII

ACCEPTABLE LEVEL OF COMPETENCE DETERMINATIONS

SECTION 1. ACCEPTABLE LEVEL OF COMPETENCE: Acceptable level of competence determinations will be made in a fair and objective manner and will be made only on the basis of the work requirements of the particular position or special work standards as may have been established by the EMPLOYER for the position, provided, however, that a determination that an EMPLOYEE is not performing at an acceptable level of competence will not be used to dispose of questions of misconduct.

SECTION 2. WITHIN GRADE INCREASE: At least sixty (60) days in advance of the date on which an EMPLOYEE will complete his/her waiting period, his/her supervisor shall inform him/her of any factor that raises a question about the EMPLOYEE'S work being of an acceptable level of competence. However, a failure to inform or timely inform an EMPLOYEE under this paragraph does not delay or otherwise affect the determination required to be made under Title 5, USC 5335, and this section. When a supervisor's review leads to the conclusion that the EMPLOYEE'S work is not at an acceptable level of competence, the supervisor will provide to the EMPLOYEE, in writing, at least sixty (60) days before the EMPLOYEE is eligible for the within grade increase, the following:

- a. An explanation of those aspects of performance in which the EMPLOYEE'S service fall below an acceptable level;
- b. Advice as to what the EMPLOYEE must do to bring his/her performance up to the acceptable level;
- c. A statement that his/her performance may be determined as being at an unacceptable level unless improvement to an acceptable level is shown;
- d. A statement that he/she has a period of not more than sixty (60) days in which to bring his/her performance up to an acceptable level in order to merit the within grade increase.

SECTION 3. PERFORMANCE: If the EMPLOYEE'S performance becomes acceptable, the notice given, as provided in Section 2 above, will be cancelled. If the EMPLOYEE'S performance is not raised to an acceptable level of competence during the notice period, the EMPLOYER will notify the EMPLOYEE in writing that the within grade increase will be withheld. The notice will include reasons for the action and will also inform the EMPLOYEE on his/her rights to request administrative reconsideration, to whom the request should be made and the time limit, not less than fifteen (15) days, in which the EMPLOYEE may request reconsideration.

SECTION 4. VIOLATION: Any alleged violation of the terms of this Article which results in a new acceptable level of competence determination will provide for retroactivity of the within grade increase to the original due date and any other benefit which the EMPLOYEE would have been entitled, unless prohibited by applicable law or higher agency regulation.

ARTICLE XIX

CONTRACTING OUT OF WORK

SECTION 1. The EMPLOYER agrees to notify the UNION concerning any proposal to review a functional area for contracting out possibilities within thirty (30) calendar days after a decision to review a functional area is made and concerning any proposal to contract out work.

SECTION 2. The EMPLOYER'S representative will meet with the UNION'S representatives to discuss:

- a. The reasons for contracting out;
- b. How unit EMPLOYEES will be affected;
- c. How to minimize any adverse effects on EMPLOYEES in the unit.

The EMPLOYER agrees to consider the views and recommendations of the UNION with respect to these matters and to keep the UNION apprised of new developments relative to the proposal.

SECTION 3. Affected unit EMPLOYEES will be afforded placement rights and retraining in accordance with applicable rules, regulations, and procedures including the terms of this agreement governing reduction in force actions.

ARTICLE XX

WORKWEEK, HOURS OF WORK, AND FLEXTIME

SECTION 1. DEFINITIONS:

a. Basic Work Requirement. The number of hours, excluding overtime hours, which an EMPLOYEE is required to work or is required to account for by leave or otherwise.

b. Basic Workday and Workweek. The basic workday is eight (8) hours and the basic workweek is forty (40) hours, Monday through Friday, with eighty (80) hours bi-weekly.

c. Alternative work Schedules (AWS). A generic term for all non-traditional work schedules.

d. Flexitime. A program that allows EMPLOYEES to vary their arrival and departure times within flexible time bands on a day-to-day basis.

e. Compressed Work Schedule (CWS):

(1) In the case of a full-time EMPLOYEE, an eighty (80) hour bi-weekly basic work requirement which is scheduled for less than ten (10) workdays, and

(2) In the case of a part-time EMPLOYEE, a bi-weekly basic work requirement of less than eighty (80) hours which is scheduled for less than ten (10) workdays.

f. Credit Hours. Any hours within a flexible schedule which are in excess of an EMPLOYEE's basic work requirement and which the EMPLOYEE desires to work so as to vary the length of a workweek or a workday.

g. Core Hours. The hours during which all personnel must be present at work, currently 0900 to 1530 hours, military clock.

h. Overtime Hours for Flexitime Program. All hours in excess of eight (8) hours in a day or forty (40) hours in a week which are officially ordered in advance, but does not include credit hours.

i. Overtime Hours for Compressed Schedule Programs. Any hours in excess of those specified which constitute the compressed schedule.

SECTION 2. TIME BANDS:

a. Length of Basic Workday. EMPLOYEES must fulfill their daily work requirement between the hours of 0700 and 1730. The basic workday is composed of a combination of flexible time bands.

b. Flexible Time Bands. EMPLOYEES may choose to begin their workday between the hours of 0700 and 0900. Depending upon their arrival time, full-time EMPLOYEES will be able to end the workday between the hours of 1530 and 1730. A mid-day break of thirty (30) minutes between 1100 and 1300 will be taken.

c. Core Time Band. EMPLOYEES are required to be present during daily core time bands of 0900 to 1530 exclusive of lunch break taken.

SECTION 3. MANAGEMENT PREROGATIVE: Management will exercise the prerogative to schedule work activities to meet mission requirements. However, work hours will be set for any position or group of positions for which firm work schedules are considered necessary in order to meet mission requirements. Special requirements, i.e., training courses, attendance at special meetings, essential mission accomplishment, will take precedence over AWS/CWS.

SECTION 4. TOURS OF DUTY. Tours of duty will be scheduled one week in advance of the beginning of the pay period and will remain in effect for at least ninety (90) days. For those desiring to go on a CWS schedule, a special request form must be completed and submitted to your immediate supervisor no later than noon on the Wednesday preceding the beginning of the pay period, including work schedule and requested day off. The supervisor must approve/disapprove the schedule in writing by noon the Thursday following the submission. The EMPLOYEES may select from the following options:

a. Flexitime. The flexitime program schedules allow employees to vary their arrival and departure times within flexible time bands on a day-to-day basis, subject to rules and regulations pursuant to PL 97-221, PL 99-196, and the provisions herein. The gliding schedule flexitime program permits earning and using credit hours and permits a flexible lunch period. The basic hours of work policy maintains daily core time periods and requires an EMPLOYEE to work the regularly scheduled number of hours on a daily, weekly, and bi-weekly basis, or otherwise account for time by leave or earned credit hours taken.

b. Compressed Work Schedule (CWS) – 5/4/9. This schedule covers a two-week period where the EMPLOYEE works eight 9-hour days, and one 8-hour day with one day off scheduled during that bi-weekly pay period.

c. Credit Hours.

(1) EMPLOYEES working the basic workweek of Monday through Friday are permitted under the program to earn credit hours upon completing their basic work requirements. Credit hours may be earned when work is available and circumstances support continuing work, such as meeting deadlines, reducing backlogs, and increasing productivity and efficiency.

(2) Earning credit hours will be voluntary on the part of the EMPLOYEE. If a supervisor requires the EMPLOYEE to work beyond the normal eight (8) hour workday on regularly scheduled workdays, or beyond the normal forty (40) hour basic workweek, overtime and comptime policy will apply. When approval is granted to work credit hours pursuant to an EMPLOYEE's voluntary request, any entitlement to overtime compensation that would otherwise apply is expressly waived.

(3) Full-time EMPLOYEES can carry over a maximum of twenty-four (24) earned credit hours from one bi-weekly pay period to the next.

SECTION 5. LUNCH PERIOD. Inasmuch as the lunch period is not paid work time, the lunch period will be free from duty and EMPLOYEES will not be required to stay at or near the work area. The lunch period will be scheduled at or near the middle of a regular work shift. Lunch periods may be taken for a period of thirty (30) minutes between 1100 and 1300.

ARTICLE XXI

OVERTIME

SECTION 1. EMPLOYEE ASSIGNMENT: When overtime is officially ordered and approved, EMPLOYEES assigned to the duties to be performed will normally perform the overtime work. Consistent with the nature and quality of the work to be performed, overtime work assignments shall normally be rotated as equally as possible among the qualified EMPLOYEES within the organization as the need arises. In no case will overtime work be assigned to any EMPLOYEE as a reward or punishment.

SECTION 2. DISTRIBUTION: Records showing the overtime worked shall be maintained and a copy furnished to the UNION upon request. In the event an EMPLOYEE does not desire to work overtime, the EMPLOYER will normally make reasonable efforts to accommodate the EMPLOYEE'S request to be excused from overtime work.

SECTION 3. COMPENSATION: An EMPLOYEE shall be neither compelled nor permitted to work overtime without compensation of paid overtime or compensatory time off. EMPLOYEES shall be compensated for any partial hour worked in increments of fifteen (15) minutes.

ARTICLE XXII

HAZARDOUS/ENVIRONMENTAL DIFFERENTIAL PAY

SECTION 1. HAZARDOUS/ENVIRONMENTAL DIFFERENTIAL PAY: The EMPLOYER will make additional payments to EMPLOYEES engaged in hazardous work or under special environmental conditions as prescribed in the Office of Personnel Management Regulations. In these instances, the supervisor will report these conditions to Chief, Human Resources Office (HRO). HRO will discuss the hazards or special environmental conditions with the Safety and Occupational Health Office and determine if the situation warrants additional payment to EMPLOYEES. If determined to be appropriate, payments will be in accordance with governing regulations. However, it is the duty of both the EMPLOYER and the UNION to continue to seek ways and means of eliminating those situations requiring environmental differential and/or environmental pay.

SECTION 2. AUTHORITY: In the administration of this article, FPM 550 Subchapter 9 and FPM Supplement 990-1, Book III, Part 550 will be used.

ARTICLE XXIII

TRAINING

SECTION 1. DETERMINATION: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining to assure development and career planning for EMPLOYEES and to maintain the competence of the work force. As part of the annual performance standards review between the EMPLOYEE and the supervisor, the EMPLOYEE and supervisor will discuss future training requirements and scheduling of the training activity.

SECTION 2. TRAINING PROGRAMS: The EMPLOYER is responsible for establishing training programs to improve EMPLOYEE performance and to contribute to economy, efficiency, and effective operation. In developing training programs, the EMPLOYER agrees to consider the views of the UNION through its participation and membership in the DISTRICT Training Committee.

SECTION 3. TRAINING COMMITTEE: The District Training Committee shall evaluate training needs and recommend programs to meet those needs. A Union Representative will be a member of the District Training Committee. Final decision on the content, scheduling and conduct of programs established by the Committee shall rest with the EMPLOYER.

SECTION 4. PROCEDURES: Plans for the establishment of training programs will be reviewed by the District Training Committee and submitted to the District Engineer for approval. The plan may include formal educational courses, on- or off-the- job, and with or without pay.

SECTION 5. SCHEDULING: The EMPLOYER agrees to make available to EMPLOYEES such in-house and off-the-job training opportunities as may be consistent with Office of Personnel Management and Department of the Army regulations and District and EMPLOYEE training plans. Training that is essential to mission accomplishment; directed by higher authority; and/or required to provide for systematic replacement of skilled EMPLOYEES as required by career management programs will be scheduled whenever possible during on-duty time.

SECTION 6. RECORDS: All training authorized by the EMPLOYER will be recorded in the EMPLOYEE'S Official Personnel Folder, providing the EMPLOYEE submits evidence of attesting satisfactory completion of self-development programs and courses forwarded by EMPLOYEES to the Human Resources Office will be filled, as requested, in the Official Personnel Folders. EMPLOYEES may review their personnel folders to assure that training records are accurately recorded.

SECTION 7. EXPENSES: The EMPLOYER agrees to extend reasonable consideration to the payment of expenses incurred by the EMPLOYEE in attendance at work-related courses on his/her own time. An EMPLOYEE desiring to enroll in a non-government facility shall submit the appropriate request document via the supervisor at least forty-five (45) days prior to the registration; and the EMPLOYER shall reply at least seven (7) days prior to the registration date, if possible. Partial or full payment, if approved, shall be in accordance with existing policies and regulations.

SECTION 8. USE OF EQUIPMENT: At the discretion of the individual supervisor, arrangements may be made between supervisors and EMPLOYEES enrolled in approved training courses for the use of academic aids, if available, on the premises of the EMPLOYER, at mutually agreeable times and places during the EMPLOYEE'S non-duty hours.

SECTION 9. SELF-DEVELOPMENT TRAINING: The EMPLOYER and the UNION also recognize that each EMPLOYEE is responsible for applying reasonable effort, time, and initiative in increasing his or her potential through self-development and training. EMPLOYEES are encouraged to take advantage of training and educational opportunities that could enhance their efficiency on-the-job and provide skills needed for advancement.

ARTICLE XXIV

LEAVE & EXCUSED ABSENCES

SECTION 1. AUTHORITY: Supervisors shall have the option to excuse infrequent EMPLOYEE absences and tardiness of up to one (1) hour. Each case shall be considered on its merits, and no EMPLOYEE shall receive disparate treatment in the excusal of such tardiness.

SECTION 2. CONCURRENT LEAVE RIGHTS: EMPLOYEES entering the armed forces may elect to be paid in a lump sum for their annual leave, or elect to have their leave remain in their credit until they return from active duty. Similarly, an EMPLOYEE is also entitled to payment for terminal leave from the armed forces concurrently with pay for the civilian service.

SECTION 3. GOVERNMENT REGULATIONS: In the administration of this article, FPM 630, FPM Supplement 990-2, Book 630, and DR 690-1-20, DR 690-1-32 shall be used.

SECTION 4. EXCUSED ABSENCE:

a. Excused absence may be granted to EMPLOYEES for participation in such civil activities as:

- (1) Blood Donations;
- (2) Civil Defense Drills;
- (3) Registering to Vote;
- (4) Voting;
- (5) Participation in conferences/conventions (when it is determined that an EMPLOYEE'S attendance will serve the best interests of the government);
- (6) When otherwise appropriate (as being in the best interests of the service as compared to the personal interests of the EMPLOYEE).

b. Excused absence may also be granted when the Baltimore District shuts down due to circumstances beyond the Baltimore District's control for short periods of time. Instances involving:

- (1) Snow storms;
- (2) Floods;
- (3) Lack of heat, ventilation and air conditioning;

(4) Lack of electricity;

(5) Similar events

c. The EMPLOYER agrees that whenever it becomes necessary to close the Baltimore District office because of inclement weather or any other emergency situation, efforts will be made to inform all EMPLOYEES by private or public media.

d. The EMPLOYER agrees that EMPLOYEES taking non-competitive examinations for promotion at the request of the Baltimore District, including reexaminations, and those participating in tests administered under the Merit Promotion Program will be granted time off without charge to leave for the necessary time to complete the examination. Such time will be extended to include the time necessary for oral interviews.

SECTION 5. ANNUAL LEAVE:

a. GENERAL: Annual leave shall be earned in accordance with appropriate statutes and regulations. EMPLOYEES shall state in advance the desired times for their vacation leave. If several employees desire the same period for leave, leave for that period shall be granted to the EMPLOYEE with the most seniority by Service Computation Date. However, this rule shall not allow the most senior EMPLOYEE to have the same period more than two (2) years in succession. Other than this vacation period, the EMPLOYEE shall be allowed to take approved annual leave as necessary for personal emergencies and other matters. Approval for annual leave scheduled in advance will not be withdrawn by the EMPLOYER until all other options are considered. For deaths in the family or other emergencies, liberal leave policy is encouraged.

b. The EMPLOYER may approve a change in the selection of leave time provided another EMPLOYEE'S choice is not affected.

SECTION 6. COURT LEAVE: EMPLOYEES who are called for jury duty will be given the option of keeping their jury fees and being in a leave-without-pay status or turning over their jury fees to the agency and continuing to collect their salaries during the time they are on jury duty. Compensation for jury services performed in some courts is considered "expense money" and may be retained by EMPLOYEES on court leave. Requests for EMPLOYEES to be excused from jury duty should be made only in those instances where their services are required to meet essential work schedules and where public interest are better served by the EMPLOYEES remaining on duty. When an EMPLOYEE is summoned or assigned by his agency as a witness to testify in his official capacity or to produce official records, he is in an official duty status and entitled to court regular compensation without regard to any entitlement to court leave. When an EMPLOYEE is summoned as a witness in a judicial proceeding to testify in a nonofficial capacity on behalf of a state or local government, he/she is entitled to court leave during the time he/she is absent as a witness. When the EMPLOYEE is summoned

or assigned by the office or testify in a nonofficial capacity on behalf of the United States Government or the Government of the District of Columbia, he/she is on official duty status and entitled to regular compensation without regard to any entitlement to court leave. If the witness' service in a nonofficial capacity is performed on behalf of a private party, the EMPLOYEE'S absence from duty must be charged as either annual leave or leave-without-pay and he/she may accept fees and expenses incidental thereto.

SECTION 7. LEAVE-WITHOUT-PAY:

a. EMPLOYEES who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave-without-pay as required by regulation. EMPLOYEES may also be granted leave-without-pay upon request if they have leave to their credit but for some reason choose not to take it. Leave-without-pay will be granted upon request to disabled veterans needing medical treatment and reservists and National Guard personnel for military training duties.

b. Leave-without-pay may also be granted on an extended basis normally not to exceed one year when the provisions of the FPM are otherwise met for:

- (1) Education purposes;
- (2) While serving as an Officer of NFFE;
- (3) While serving as a representative of NFFE;
- (4) Other reasons.

SECTION 8. ABSENCE FOR MATERNITY REASONS: Leave for maternity reasons shall be granted in the form of sick leave, annual leave, and leave-without-pay. It is agreed that while a pregnancy normally results in temporary disability, any actual disability affecting employment must be considered on an individual basis and in accordance with applicable leave regulations. No arbitrary cut-off dates, which fail to address the individual EMPLOYEE'S case separately, will be used to determine when pregnant EMPLOYEES must leave work prior to the expected birth or return to work after the birth.

SECTION 9. ABSENCE FOR PATERNITY REASONS: A male EMPLOYEE may be granted annual leave or leave-without-pay in connection with the pregnancy of his wife.

SECTION 10. MILITARY LEAVE: EMPLOYEES who are members of the National Guard or Reserve will be granted fifteen (15) days military leave per fiscal year. EMPLOYEES entering on active military duty for training for a period of less than three (3) months will be given leave-without-pay for the period.

SECTION 11. SICK LEAVE:

a. Sick leave shall be granted to EMPLOYEES when they are incapacitated for the performance of their duties provided that EMPLOYEES not reporting for work because of incapacitation for duty furnish notice to the EMPLOYER by personally telephoning the supervisor within two (2) hours after the beginning of their scheduled work shift or no later than 1000 hours for EMPLOYEES on flexitime, unless circumstances prevent them from doing so. Approval of requested sick leave in instances where an EMPLOYEE has not personally reported his/her absence within the timeframe prescribed above will be contingent upon the EMPLOYEE satisfactorily explaining the circumstances preventing him/her from doing so. Documentation may be required by the supervisor to substantiate an EMPLOYEE'S inability to personally contact the supervisor. The EMPLOYEE will inform the supervisor as to when he/she expects to return to duty. If the supervisor has not heard from the EMPLOYEE within the first (2) hours of work, AWOL will be recorded on the time and attendance sheets. If the EMPLOYEE can show that failure to meet this requirement has not been due to negligence, the AWOL will be dropped and with the consent of the EMPLOYEE be recorded as sick leave. In the event that the EMPLOYEE does not return to duty at the time reported in his/her initial report or his/her absence, he/she must again report his/her incapacitation and the new time he/she expects to be able to return to duty.

b. Except in cases where an employee is placed on leave restriction, a medical certificate is not necessary for sick leave for three (3) consecutive workdays or less. At the supervisor's discretion, an EMPLOYEE may be required to furnish a doctor's certificate from his/her personal physician to substantiate a request for approval of sick leave if the sick leave exceeds three (3) consecutive workdays, excepting EMPLOYEES on restricted leave. An SF 71, signed and dated by a physician stating that the EMPLOYEE was incapacitated for duty, and the inclusive dates for same, will be considered acceptable certification. The supervisor may accept a written statement from the EMPLOYEE in lieu of a physician's certificate in instances of short term illness where the EMPLOYEE has a good leave usage record.

c. If possible, prearranged appointments for medical, dental or optical examinations or treatments should be made for outside the EMPLOYEE'S scheduled work hours. However, if this is not possible, the EMPLOYEE should request leave soon after the appointment has been made.

d. If the supervisor has reason to believe that an EMPLOYEE may be abusing his/her sick leave privileges, the supervisor will notify the EMPLOYEE in writing that his/her sick leave record is questionable, and the reasons why he/she is suspected of abusing the sick leave. He/she will also be advised that in the event that this record does not improve, it may be necessary for a medical certificate to be submitted for each subsequent absence. In addition, the EMPLOYEE will be notified that a possible disciplinary action could result unless the situation improves. If this does not result in an improved sick leave record, the EMPLOYEE

will be notified in writing that all future requests for sick leave must be supported by a medical certificate and a written explanation for requiring the medical certificate will be provided to the EMPLOYEE. Such requirement for medical certification will be reviewed after one year and in the event of a decision to continue it, subsequent reviews will be made at six (6) month intervals. The written notice of the review will be given to the EMPLOYEE.

(1) It is further agreed that notice of questionable sick leave records shall not be based on sick leave absences which have been substantiated by a certificate signed by a physician or for the day the EMPLOYEE was sent home sick by the supervisor.

(2) The agency will honor a request by an EMPLOYEE'S physician that the returning EMPLOYEE be assigned to a lighter duty for a reasonable period of time where light duty is available.

(3) Request for advanced sick leave for up to thirty (30) days may be granted in accordance with the applicable regulations.

(4) In cases of work related injuries and illness, the EMPLOYER and the UNION agree that it is mutually beneficial for the EMPLOYEE to return to duty as soon as the EMPLOYEE'S physician has approved his/her return to normal duties or to lighter duties, if available.

ARTICLE XXV

PERSONNEL ACTIONS IN REDUCTION-IN-FORCE SITUATIONS AND RE-HIRING

SECTION 1. It is agreed that prior to any reduction-in-force (RIF's) action, management will confer with the UNION and take action to reduce the impact of the force reduction. Such action will include to the maximum extent feasible, restricting recruitment, meeting ceiling limitations through attrition, reassigning EMPLOYEES in surplus positions to other positions for which they are fully qualified as they become vacant, and terminating temporary EMPLOYEES. Reduction-in-force actions will be effected in compliance with the existing statutory requirements and Office of Personnel Management, Department of Defense, and Department of the Army rules and regulations.

SECTION 2. Any career-conditional EMPLOYEE who is separated because of a reduction-in-force action, shall be placed on a reemployment priority list and shall be given priority for reemployment in accordance with existing Department of the Army Regulations.

SECTION 3. In the case of a demotion taken voluntarily in lieu of reduction-in-force action, the EMPLOYER agrees to give priority consideration to repromotion of the EMPLOYEE to his/her former rating when a vacancy exists therein, provided the position is not obligated to an EMPLOYEE of higher retention standing.

SECTION 4. Any career or career-conditional EMPLOYEE who is separated because of a reduction-in-force action and accepts temporary employment will not be deprived of his/her preference rights as stated in Section 2 of this Article.

SECTION 5. In situations where an EMPLOYEE requests and is offered a lower grade in lieu of a reduction-in-force action, the EMPLOYEE must be qualified to perform the job duties of the lesser rated position.

ARTICLE XXVI

UNIFORMS

SECTION 1. UNIFORM REQUIREMENTS: Employees subject to the requirements of ER 1130-2-442, “Uniforms for Natural Resources Management Program Staff”; ER 670-2-2, “Uniforms for Civilian Lock Operations and Maintenance Personnel”; and ER 670-2-3, “Uniforms for Floating Plant Personnel” are to wear a uniform when on duty as provided in these regulations.

SECTION 2. COST OF UNIFORMS: The EMPLOYER will pay the initial cost for the uniforms, the first year replacement costs and then an annual allowance in advance for replacement of authorized articles of the uniform, all up to the amount permitted by governing regulations.

ARTICLE XXVII

USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 1. SPACE: The parties hereby acknowledge that it is important to the support of the mission that the UNION be provided with suitable office space. The UNION shall be granted exclusive use of such space in the headquarters of the Baltimore District, U.S. Army Corps of Engineers. Office space provided by the EMPLOYER will be in accordance with the letter of agreement, dated 30 March 1993 between the UNION and EMPLOYER.

SECTION 2. EQUIPMENT: The EMPLOYER agrees to provide to the UNION adequate office equipment in the District Headquarters, including the following items:

- a. Three (3) desks with chairs;
 - (1) Two (2) regular work station desks/desk return/ credenza;
 - (2) One (1) secretary/ clerk work station desk/desk return;
- b. Two (2) personal computers (386 or better), connected to District LAN system, with laser jet printer;
- c. Fax machine;
- d. Central filing system (secured);
- e. Eight (8) conference chairs/ table;
- f. Three (3) independent telephone lines (two (2) regular with voice mail, and one (1) FAX);
- g. Four (4) telephones (one (1) on each desk and one (1) in the conference room on the wall) with speaker/hands free operation;
- h. Maintenance on all above equipment and furniture;
- i. Miscellaneous office furniture (filing cabinets, executive and guest chairs).

SECTION 3. TELEPHONE SERVICE:

- a. Each UNION steward shall have access to the EMPLOYER telephone nearest his/her duty station;

b. The UNION will not use the EMPLOYER'S telephones for commercial long distance calls.

SECTION 4. TELEPHONE LISTINGS: A telephone listing(s) of the UNION shall be in the Baltimore District Telephone Directory.

SECTION 5. INTERNAL MAIL SERVICE: The internal mail service of the EMPLOYER shall be available for use by the UNION.

SECTION 6. BULLETIN BOARD: Two (2) bulletin boards shall be available for use by the UNION for posting of notices and literature of the UNION.

SECTION 7. LISTS: The EMPLOYER shall furnish to the UNION, on a quarterly basis, an up-to-date list of all employees in the authorized bargaining unit, showing names office mailing address, position title, grade and organizational assignment. In addition, the EMPLOYER agrees to furnish the UNION a monthly listing of accessions and separations to the unit showing names, position title, grade and organizational assignment.

SECTION 8. COPIES OF AGREEMENT: The EMPLOYER agrees to arrange an initial printing of 2000 copies of the agreement. Arrangement for and the cost of all subsequent printing of the agreement will be borne by the UNION. The Human Resources Office shall issue a copy of the agreement to current EMPLOYEES and to each new EMPLOYEE. The agreement shall be printed on regular bond paper, 8 ½" x 11", with full size print. The EMPLOYER will provide to the UNION the EMPLOYEE(S) signed acknowledgement of receipt of a copy of the Agreement. Each supervisor will certify compliance.

ARTICLE XXVIII
DISTRICT REGULATIONS

SECTION 1. GENERAL:

- a. The EMPLOYER agrees that drafts of all District Regulations relating to personnel policies, practices or working conditions which substantially impact upon EMPLOYEES will be sent to the UNION for comments prior to issuance.
- b. The following major District Regulation series are:
 - (1) 55 – Transportation and Travel;
 - (2) 385 – Safety;
 - (3) 600 – Personnel, General;
 - (4) 672 – Decorations, Awards and Honors;
 - (5) 690 – Civilian Personnel.
- c. The UNION will advise the EMPLOYER within three (3) workdays of receipt if they wish to discuss or submit changes to the proposed regulations and/or negotiate it.
- d. Publications referenced in the draft regulations will be made available to the UNION for review.
- e. The UNION will be placed on the EMPLOYER’S mailing list to receive all District Regulations relating to personnel policies, practices or working conditions.

SECTION 2. CONFLICT: The EMPLOYER agrees that if a District Regulation which is issued under authority delegated to the District Engineer (i.e., not required by Higher Authority) is in conflict with this agreement, that the provisions of this agreement will govern.

ARTICLE XXIX

INCENTIVE AWARDS

SECTION 1. COMMITTEE REPRESENTATIVES: The EMPLOYER agrees that the UNION shall have two (2) representatives on the Incentive Awards Committee. UNION representatives will participate in deliberations and discussions.

SECTION 2. VOTING: During evaluations and voting procedures with respect to nominees for Incentive Awards, the UNION representatives shall serve as participating members of the Committee.

SECTION 3. MONETARY AWARDS BASED ON PERFORMANCE: EMPLOYEES who achieve the following performance ratings will be considered for monetary awards based on this schedule:

- a. Successful Level 1 – 0-2% of yearly salary, with a minimum of \$300.00;
- b. Successful Level 2 – 0-4% of yearly salary, with a minimum of \$300.00;
- c. Successful Level 3 – 0-10% of yearly salary, with a minimum of \$300.00.

The EMPLOYER will furnish the UNION quarterly a list of such awards for bargaining unit EMPLOYEES identifying the grade, series, organization, sex, race, and amount of award.

ARTICLE XXX

ORIENTATION OF NEW EMPLOYEES

SECTION 1. ORIENTATION OF NEW EMPLOYEES:

a. All new employees shall be informed by the EMPLOYER that the UNION is the Exclusive Representative of EMPLOYEES in the Unit. Each new EMPLOYEE shall receive a copy of this Agreement from the EMPLOYER, together with a list of officers and representatives of the UNION.

b. Representatives of the UNION shall be afforded a period of time, to be mutually agreed upon, to speak at orientation sessions for new employees with an introduction to the purposes, goals, and achievements of the UNION.

SECTION 2. MONTHLY LIST OF NEW EMPLOYEES: The EMPLOYER shall furnish the President of the UNION, on a monthly basis, the following information regarding all new permanent employees of the Unit:

- a. Full Name;
- b. Position Title and grade;
- c. Organization assignment, location and telephone number;
- d. Date entered on duty.

ARTICLE XXXI

DUES WITHHOLDING

The EMPLOYER shall deduct UNION dues from the pay of EMPLOYEES in the UNIT, subject to the following provisions:

SECTION 1. The UNION agrees to procure SF 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employees Organization Dues," and furnish them to eligible member desiring to authorize an allotment for withholding of dues from their pay.

SECTION 2. The UNION accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF 1187 and SF 1188.

SECTION 3. The UNION will certify each SF 1187 that the EMPLOYEE is a member in good standing in the UNION, insert the amount to be withheld, and submit completed SF1187 to the Payroll Liaison Representative of the EMPLOYER.

SECTION 4. The President or Treasurer of the UNION shall notify the Payroll Liaison Representative of the EMPLOYER in writing when the UNION dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice. Such change may not be effected more than twice in a twelve (12) month period.

SECTION 5. Allotments will be effective at the beginning of the first full pay period after receipt of SF 1187 by the Payroll Liaison Representative.

SECTION 6. The EMPLOYER agrees to have the Corps of Engineers Payroll Office, Omaha, Nebraska, prepare a remittance check at the close of each pay period for which deductions are made and forward it to the Treasurer of the UNION. The check will be for the total amount of dues withheld for that pay period. The EMPLOYER shall submit with the remittance check a positive listing of the members and amounts withheld.

SECTION 7. The President of the UNION will immediately notify the appropriate Payroll Liaison Representative in writing, of any change in the name and/or address of the Treasurer of the UNION.

SECTION 8. A member may voluntarily revoke an allotment for the payment of dues at any time by filling out an SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues", and submitting the forms to the Human Resources Officer who will immediately forward the original to the Central Payroll Office and a copy to the UNION. After receipt of such notice, revocation will be effective at the

beginning of the first pay period following on year from the original date the EMPLOYEE authorized dues withholding, or the beginning of the first pay period after 1 March, if the allotment has been in effect for one year.

ARTICLE XXXII

DURATION AND EXTENT OF AGREEMENT

SECTION 1. EFFECTIVE DATE AND TERM: The effective date of this agreement shall be the date it is signed by the parties, subject to the approval of the Head of the Agency. It shall remain in effect for five (5) years. The agreement shall be renewed for an additional five (5) year period on each fifth anniversary date thereafter, unless between sixty (60) and ninety (90) calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the agreement. If such notice is given, this agreement shall remain in full force and effect until the changes have been negotiated and approved.

SECTION 2. AMENDMENTS: This agreement may be amended under the provisions of the articles entitled “Negotiations” and “Union Rights and Representation”. Amendments shall become effective on the date signed by the parties, subject to the approval of the Head of the Agency. They shall remain effective concurrent with the basic agreement.