

## **Collective Bargaining Agreement**

U.S. Army Corps of Engineers  
Kansas City District

AND

Laborers' International Union of North America  
Justice - Honor - Strength  
Organized April 13, 1903  
Serving the Kansas City District  
Bargaining Unit Since 1916

**2019**

## **PREAMBLE**

1. In accordance with Chapter 71 of Title 5 of the U.S. Code, and subject to all applicable laws, government-wide rules and regulations, the following Articles constitute an agreement between the U.S. Army Corps of Engineers (USACE), Kansas City District, hereinafter referred to as the "Agency" and the Federal Employees Union Local No. 29F, affiliated with Laborers' International Union of North America (LiUNA), hereinafter referred to as the "Union." Jointly, the "Agency" and the "Union" will be referred to as the "Parties."
2. In entering into this agreement, the Parties agree that they are committed to the accomplishment of the Agency's mission and that the Parties have a shared obligation to promote an effective and efficient means of achieving this commitment, by encouraging the highest levels of employee performance and ethical conduct; ensuring employees are accountable for their conduct and performance on the job; expanding Agency flexibility to address operational needs; and reducing the cost of Agency operations. The Parties further recognize that when morale is high, employee productivity and efficiency is improved. As such, the Parties agree that the Agency, Union and employees will treat each other with dignity and respect.
3. Whenever language in this Agreement refers to specific duties or responsibilities of a position within the Agency, it is intended only to provide a guide as to how a situation may be handled. The Agency retains the sole discretion to assign work and to determine who will perform the function discussed.

## **ARTICLE 1 - RECOGNITION AND DEFINITION OF BARGAINING UNIT**

### Section A. Unit of Recognition

1. The unit of recognition covered by this Agreement is that unit identified in Certificates of Representative, issued by the Federal Labor Relations Authority (FLRA), listed as follows: Certificate of Representative, dated August 5, 1970 (Case No. 60-1912E); Decision and Order Clarifying Unit, dated August 16, 1984 (Case No. 7-CU-30011); Amendment of Certificate, dated January 31, 2000 (Case No. DE-RP-90038); Decision and Order on Representation Petition, dated June 29, 2001 (Case No. DE-RP-01-0023); Amendment of Certification, dated September 4, 2001 (Case No. DE-RP-01-0023); and, Corrected Copy, Amendment of Certification, dated September 14, 2001; and, Certification for Inclusion in Existing Unit, dated May 9, 2008 (Case No. DE-RP-08-0006).
2. The Agency recognizes the Federal Employees Union Local No. 29F, affiliated with Laborers' International Union of North America (LiUNA), as the exclusive representative of all employees (hereinafter referred to as "employees" or "bargaining unit employees") in the bargaining unit as defined below.

### Section B. Bargaining Unit Coverage

This Agreement covers: All professional and nonprofessional employees of the Kansas City District, U.S. Army Corps of Engineers, including employees hired pursuant to the Pathways Intern Authority, excluding management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

### Section C. Coverage of the Agreement

This Agreement covers only those positions included in the bargaining unit. Where the term "employee" or "employees" is used, it applies only to bargaining unit employees.

### Section D. Unit Clarification

1. Once per fiscal year quarter, or upon the Union's request, the Agency will provide the Union with a current list of all employees in the bargaining unit. Subject to the limitations of the current automated data system available, the list will include employee names, position title, pay plan, series, Fair Labour Standards Act (FLSA) status and official organizational location.
2. The Agency and the Union will meet quarterly, or upon the request of either Party, to review the accuracy of the reported bargaining unit positions. The Parties are encouraged to mutually decide unit clarification issues, develop a system to communicate these decisions to affected employees and maintain a system of records that preserves the decision reached by the Parties. When the Parties do not agree over whether a position(s) is inside or outside the bargaining unit, the Parties may use mediation services by the Federal Mediation and Conciliation Service (FMCS) to resolve the disagreement or either party may elect to file a Clarification of Unit Petition with the FLRA.
3. If the position(s) in question was previously included in the bargaining unit, the position will remain in the bargaining unit until the FLRA issues a decision on the petition.
4. If after discussions with the Union, the Agency determines a new position is outside the bargaining unit, the Union may file a Clarification of Unit Petition through the FLRA.

## **ARTICLE 2 - PURPOSE**

It is the intent and purpose of this Agreement to define certain roles and responsibilities of the Parties hereto; to set forth laws, statutes, regulations, policies, procedures and methods that govern working relationships between the Parties; and to identify subject matter of proper mutual concern to the Parties. The Parties have entered into this Agreement to:

- a. provide for employee participation in the formulation and implementation of regulations, personnel policies, practices, procedures and other matters related to or affecting conditions of employment of employees in the bargaining unit;
- b. promote the highest degree of efficiency in achieving the Agency's mission while maintaining employee dignity and mutual respect;
- c. improve employee environment, health, welfare and safety;
- d. promote and improve the morale of the employees;
- e. provide for systematic employee-agency cooperation; and
- f. Facilitate the settlement of grievances, complaints, disputes and impasses.

## **ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### Section A. Union Membership

In accordance with 5 U.S.C. § 7102, employees have the right to join and assist the Union, or to refrain from such activities, freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right.

### Section B. Basic Employee Rights

1. Employees have the right to union representation during any examination conducted by the Agency concerning an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and he or she requests union representation. The Agency will inform employees of their right to representation in accordance with five U.S.C. § 7114(a) (3). The Agency will hold discussions concerning investigations with employees, and their union representative, if any, in private.
2. All employee personnel matters will be conducted with proper regard for the protection of the employee's privacy and constitutional rights. Employees who believe they have been discriminated against based on race, color, religion, sex (including pregnancy, gender identity and sexual orientation), national origin, disability (mental or physical) or genetic information, or age (40 or older) may seek assistance under certain circumstances from the Equal Employment Opportunity Commission (EEOC), the Merit System Protection Board (MSPB), the Office of Special Counsel (OSC) or the negotiated grievance procedures.
3. Employees covered by this Agreement may, without fear of penalty or reprisal, engage in the disclosure of information for which they reasonably believe there is evidence of a violation of law, rule, or regulation; or mismanagement, waste of funds, abuse of authority; or danger to health or safety, as long as the disclosure is in compliance with applicable laws and regulations.
4. The Agency will not discipline or otherwise retaliate against an employee because the employee has filed a complaint, affidavit, or petition, or has given any information or testimony under this Agreement. However, this provision does not create immunity for an employee who knowingly makes false or malicious statement(s) against another employee or the Agency.

### Section C. Employee Responsibilities

Employees will work cooperatively with their supervisors and put forth their best effort to accomplishing their assigned duties in an efficient and effective manner.

### Section D. Employee Privacy

The Agency will comply with applicable privacy laws in safeguarding the private information of employees and in releasing information in accordance with applicable information disclosure laws.

### Section E. Employee Data and Records

1. The Agency will strive to achieve timely and accurate processing of employee personnel actions and benefits changes and will assist employees to correct errors.
2. The Agency agrees to provide training, and individual assistance, to employees on any new personnel systems affecting their benefits and entitlements under Federal programs, when

requested.

3. The Agency will allow employees to utilize automated systems and agency software to access information and process changes to their individual records or to obtain counseling from designated personnel specialists located at various Army facilities, during duty hours. Such duty time will be coordinated with the employee's supervisor.
4. The Parties will encourage employees to keep copies of routine personnel documents furnished to them, and apprise them of the type of personnel documents that should be kept on a permanent basis.

#### Section F. Off-Duty Activities

1. The Agency recognizes the right of employees to conduct their private lives, as they desire.
2. Outside employment may be appropriate if it will not adversely affect the performance of an employee's official duties, will not reflect discredit on the Government or the Army, and will comply with all legal and regulatory requirements. However, an employee will not engage in outside employment or other outside activity that conflicts with the full and proper discharge of the duties and responsibilities of his or her Government employment.
3. Except as provided by 5 U.S.C. § 5533 (b), (c), and (d) an employee is not entitled to receive basic pay from more than one Federal position for more than an aggregate of 40 hours of work in one calendar week (Sunday through Saturday).
4. Actions taken against an employee based on off-duty misconduct will be taken only in accordance with the standards established by law, regulation and agency policy.

## **ARTICLE 4 - AGENCY OBLIGATIONS**

### Section A. Recognition

The Agency agrees to recognize and respect the rights of the Union. The Agency agrees to work with the Union to promote labor-management cooperation throughout the District. The Agency reserves the right to develop policy initially. The Agency agrees to consult with the Union to obtain the Union's input during formulation of local policies and before implementing any new or proposed personnel policies, practices, procedures, regulations, or other matters affecting conditions of employment of the employees in the bargaining unit. The Agency will notify the Union of proposed changes in a timely manner, consistent with this Agreement, to ensure that the Union has adequate time for preparation of its views and agrees to furnish a final draft to the Union prior to implementation.

### Section B. Common Goals

This Agreement does not alter the responsibility of either party to meet with the other to advise or discuss and conscientiously seek mutually satisfactory resolutions to other matters not covered by this Agreement, but otherwise appropriate for such discussions.

### Section C. Contract Training

The Agency agrees to take positive and timely action to orient and instruct all levels of supervision and bargaining unit employees to the provisions of this Agreement, jointly with the Union. Initiation of such training will be within 90 calendar days after receipt of Agency Head approval of this Agreement. If both Parties agree, additional joint training will be conducted during the life of this Agreement.

### Section D. Restrictions

The Agency will not coerce or in any manner require employees to invest their money, donate to charity, or to participate in activities, meetings, or undertakings not related to their performance of official duties.

## **ARTICLE 5 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **Section A. Retained Rights**

1. Nothing contained in this Agreement shall affect the authority of any management official of the Agency, except as provided for in Section B.
2. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency's office; and
3. In accordance with applicable laws:
  - a. To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Agency's operations shall be conducted;
  - c. With respect to filling positions, to make selections for appointments from:
    - i. among properly ranked and certified candidates for promotion; or
    - ii. any other appropriate source;
    - iii. to take whatever actions may be necessary to carry out its mission during emergencies; and:
  - d. To determine the numbers, types, and grades of employees or positions as assigned to any organizational subdivision, work project, or tour of duty, or to determine the technology, methods, and means of performing work.

### **Section B. Permissive Areas of Bargaining**

1. At its election, the Agency may bargain the numbers, types and grades of employees or positions; on the technology, methods and means of performing work; and other permissive areas of bargaining.
2. The Parties mutually understand that the Agency's exercise of its management rights requires, as appropriate, bargaining over procedures the Agency will observe in exercising its authority and appropriate arrangements for employees adversely affected by the Agency's exercise of its management rights.

## **ARTICLE 6 - UNION RIGHTS AND DUTIES**

### Section A. Recognition

1. The Agency recognizes the Union as the exclusive representative to act for and negotiate collective bargaining agreements covering all employees in the bargaining unit.
2. The Agency will recognize the duly elected Union Officers and stewards designated by the Union.

### Section B. Representational Duties

1. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to their union membership status.
2. The Union may designate stewards in the various organizations having employees in the bargaining unit. The stewards will be responsible for representing employees in dealings with supervisors concerning the applications of personnel practices, policies, and other matters affecting employees' conditions of employment. Union Officers and the Chief Steward may represent individuals in any part of the bargaining unit. Upon request from either party, stewards and supervisors will informally discuss items of concern in the application of this Agreement to avoid misunderstanding and to deter complaints from either party.
3. The steward or Union Officer may receive, investigate, prepare and present employee complaints, grievances or appeals on official time as provided in Article 37.
4. The Union will maintain a written list of its elected officers and stewards on a current basis and will provide this list to the Agency upon request and when the Union adds or removes an officer or steward.

### Section C. Representational Rights

1. The Union will be given the opportunity to be represented at any examination of an employee by a representative of the Agency in connection with an investigation, if the employee reasonably believes that the examination may result in a disciplinary or adverse action against the employee and the employee requests representation.
2. The Union has the exclusive right to represent an employee or a group of employees in presenting grievances under the Grievance Procedures in Article 8. An employee or group of employees may present a grievance themselves without representation by the Union, provided the Union is a party to all discussions and grievance processes. In any case, the Union will have the right to be present at the adjustment. The adjustment will be consistent with the terms of this Agreement.
3. The Union has the right to be represented at any formal discussions between one or more representatives of the Agency and one or more employees concerning grievances or any personnel policy or practices or other general conditions of employment. The Union President/Business Manager, or designee, will be given reasonable advance, written notice via email, of any formal discussions. The Union has the right to have a representative attend and participate in the formal discussion to present the Union's position, views and concerns. Upon receipt of the written notice, the Union will inform the Agency if it intends to have a representative attend the formal discussion. If a union representative is not immediately

available, the Union is allowed up to two business days to provide a representative, unless the Agency deems the situation urgent. Urgent situations may include, but are not limited to security matters inside or outside of the Agency's control or situations, which may endanger the life, health, or safety of an employee. Should an urgent situation, arise requiring a formal discussion, the Agency will make every effort to contact the Union President/Business Manager, or designee, to provide verbal notice so the Union will have the opportunity to attend. If the Union fails to respond to the notice or fails to have a representative present at the time the formal meeting is scheduled, the Agency may proceed with no further obligation to the Union.

4. The Parties agree that open communication is beneficial and are committed to initiating discussions regarding mutual matters of interest, as needed. To facilitate meaningful discussion, the Union may request meetings with senior leadership by submitting a written request to the Labor Management Relations Specialist (LMER), with proposed items for discussion, including a description of the issues that is sufficient to allow the Agency an opportunity to prepare. The LMER will coordinate between the Parties to set a meeting. Such meetings will not serve as a substitute for bargaining, information requests, as a forum for resolving specific grievances or other issues raised in a formal forum for remedy.

5. The Agency agrees that the Union may propose new district policy, changes to existing district policies or resolutions to identified problems affecting employee's conditions of employment. Any proposals that the Union wishes to have the Agency consider will be submitted in writing to the LMER. If received, the Agency agrees to initiate discussions with the Union to allow the Union to present its views for consideration during the formulation process and prior to implementation of changes to conditions of employment.

6. The Agency agrees to respect the Union's statutory rights and to negotiate in good faith to the extent provided for in Title 5, U.S. Code, Chapter 71, and in this Agreement.

7. It is understood, any agreements reached through negotiations are subject to review and approval by the District Commander and/or Agency Head, as appropriate.

#### Section D. Right to Request Information

1. The Union has the right to request information under the provisions of Title 5 U.S.C. § 7114(b)(4).

2. The Union will submit requests for information in writing to the LMER and will show that the information is necessary by stating why the Union needs the information, how the Union will use the information and how the stated use of the information relates to carrying out the Union's statutory representational responsibilities.

3. Upon receipt of the Union's written request, within a reasonable time, the Agency agrees to provide the Union with information that is normally maintained, reasonably available, and necessary for the Union to fulfill its representational functions and responsibilities.

#### Section E. Right to Notice of Changes in Conditions of Employment

1. The Agency will provide reasonable, advance written notice to the Union President/Business Manager or designee prior to changing the conditions of employment of bargaining unit employees.

2. The Agency reserves the right to develop policy initially. The Agency agrees to provide the

Union with the opportunity to review any new or proposed changes to personnel policies, practices or general conditions of employment prior to implementation. The Agency will consider input from the Union, if provided.

3. Before implementing any such changes, the Agency will afford the Union an opportunity to negotiate to the extent required by and in accordance with applicable law. If the Union fails to respond within ten business days, of the date the Agency delivers notice, the Agency may consider any bargaining obligations that may exist to be satisfied and proceed with implementation with no further obligation to the Union. Notwithstanding this Section, nothing will affect the authority of the Agency to take whatever actions may be necessary to carry out its mission during emergencies.

4. When law is driving changes, the Agency may immediately implement the change and provide ten business days' notice to the Union to bargain post-implementation.

#### Section F. Nondiscrimination

Employees exercising their right to serve as a union representative for the purpose of negotiations, representation, or carrying out any other function authorized under this Agreement, applicable laws, government-wide rules and regulations will not be discriminated against in any area of employment.

## **ARTICLE 7 – NEGOTIATIONS DURING THE LIFE OF THIS AGREEMENT**

### **Section A. Manner**

The Parties to this Agreement are committed to responsibly negotiating in good faith, in such manner as will promote an effective and efficient means of accomplishing the Agency's mission and will further the public interest. The Parties further agree to give one another prior written notice of and opportunity to negotiate on new policy or proposed changes in established policy. However, the Parties recognize they are not required to bargain over any matter not required under applicable law. This includes, but is not limited to negotiations on the numbers, type and grades of employees; on positions assigned to any organizational subdivision, work project, and tour of duty; or on the technology, methods, and means of performing work. The following Sections outline the process for negotiation of issues that arise during the life of the Agreement.

### **Section B. Scope of Negotiations**

1. Subjects appropriate for bargaining between the Parties are personnel policies, practices, and conditions of employment affecting employees in the bargaining unit. The Agency agrees to negotiate with the Union to the extent provided for in Title 5, U.S. Code, Chapter 71, and this Agreement, regarding any new policy or change in existing policy prior to implementation.
2. It is understood that no provisions of this Agreement will nullify or invalidate the rights of the Agency, employees, or the Union that are established by Title 5, U.S. Code, Chapter 71, and other laws, government-wide rules and regulations.
3. Where the provisions of agency directives or instructions that fall within the discretion of the Agency conflict with this Agreement or any supplement(s) thereto, the provisions of this Agreement or supplement(s) will take precedence, unless they violate laws, government-wide rules and regulations.
4. The Parties may mutually agree to open specific Articles of this Agreement at mid-term in accordance with the provisions of Article 44 - "Duration, Extent, and Renewal of Agreement." Ground rules and procedures for these negotiations will be developed by the Parties to cover such items as structure, schedule, location, etc.

### **Section C. Procedures for Negotiations**

1. The Agency will provide advance notice regarding new or changes to existing personnel policy, practice, procedure, or changes in conditions of employment of bargaining unit employees, to the Union President/Business Manager.
2. The Union President/Business Manager, or designee, will inform the Agency within ten business days of delivery of the notice whether the Union elects to negotiate on the issue(s) and if so, will furnish the Agency a copy of its issues or concerns and written proposals that the Union wishes the Agency to consider.
3. If the Union chooses not to request negotiations or respond in writing within ten business days of the delivery date of the notice, the Agency will proceed with the proposed change or planned implementation. When required by a change in law, government-wide rules or regulations the Agency may immediately implement the change and provide ten business days' notice to the Union to bargain post-implementation.

4. Negotiating sessions may be requested by either party and will begin on a mutually agreed upon date. The Agency will determine the number of members on its bargaining team and the Union will have an equal number on official time. Prior to the start of each negotiation session, the Agency will notify the Union of the number of negotiators they will bring to the next negotiation session. The Agency will determine the number of members on its bargaining team and the Union will be entitled to no more than an equal number.
5. Employees negotiating during regular duty hours on behalf of the Union will be on official time. Negotiations will be conducted during Agency operating hours between 0730 and 1600, unless mutually agreed by both parties.
6. Either of the Parties may request dispute resolution services from the Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation or facilitation service provider, to attempt to resolve discrepancies and facilitate agreement on the issue(s).
7. If the Parties reach an impasse during negotiations, and the services of mediation do not resolve the impasse, either party may seek the services of the Federal Services Impasses Panel (FSIP). However, during this impasse period, the Agency may find it necessary to implement any new or changed personnel policy, practice, or procedure. If the Agency implements the new or changed policy, practice, or procedure while at impasse, the Union may exercise its rights under 5 U.S.C. § 7116.

#### Section D. Time Frames

Time frames specified in this Article may be extended by mutual agreement of the Parties.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### Section A. Common Goal

The Agency and the Union recognize the importance of settling disagreements and disputes fairly, simply, expeditiously, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

### Section B. Definition

Grievance: Any complaint:

- by any employee concerning any matter relating to the employment of the employee;
- by the Union concerning any matter relating to the employment of any employee; or
- by any employee, the Union or Agency concerning:
  - the effect, interpretation or a claim of breach, of a collective bargaining agreement; or,
  - any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### Section C. Scope and Exclusions

1. This negotiated grievance procedure will apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this Agreement, conditions of employment, or relationships with supervisors and management officials, including prohibited personnel practice charges, and disciplinary and adverse actions.
2. It will apply to all matters indicated above, whether or not set forth in this Agreement. This grievance procedure does not apply to:
  - a. any claimed violation of Subchapter III of 5 U.S.C. Chapter 73 (relating to prohibited political activities);
  - b. retirement, life insurance or health insurance;
  - c. a suspension or removal under 5 U.S.C. § 7532 (national security reasons);
  - d. any examination, certification or appointment;
  - e. non-selection from among a group of properly ranked and certified candidates;
  - f. classification of any position which does not result in reduction in grade or pay for an employee;
  - g. individual reductions-in-force appeals that are appealable to the MSPB. This does not prevent the Union from filing a grievance on the RIF as a whole;
  - h. termination of a probationary/trial period employee, during the probationary or trial period;
  - i. the extension, conversion or termination of temporary, term and/or similar time-limited appointments;

- j. notices of proposed disciplinary or adverse actions;
- k. any matters related to the Agency's decision to contract out as provided in Article 34; or
- l. matters, which are outside the Agency's control.

#### Section D. Election of Remedy

1. An employee may, at his or her option, individually or through his or her exclusive representative, raise a grievance (of a type not excluded by this Agreement) under either a statutory appeal procedure or the grievance procedure, but not both.
2. This choice of remedy shall not exist for issues excluded from this negotiated grievance procedure as they are excluded from the negotiated grievance process altogether.
3. An employee will be deemed to have exercised his or her option under either a statutory procedure or a negotiated procedure at such time the employee or the Union timely initiates an action under the applicable statutory procedure or timely files a written grievance according to this Article, whichever occurs first. Similarly, an employee affected by a prohibited personnel practice under 5 U.S.C. § 2302 (b)(1), which lists types of discriminatory personnel practices, may raise the matter under a statutory procedure, or the negotiated procedure, but not both.

#### Section E. Representation

1. The Union, an employee or a group of employees may undertake a grievance.
2. Only the Union or representative approved by the Union may represent employees in grievances covered by this Article.
3. Any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union. If an employee or group of employees elects to represent themselves, the Union will be notified and be given the opportunity to be present at any meeting or discussion between the employee or employees and any representative of the Agency. The Union has the right to be a party to all grievance proceedings. The Union will also be provided a copy of any written grievance decision, settlement or proposed settlement provided by the employees or the Agency.
4. In exercising their rights to present a grievance, employees and their representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.
5. When the Union is representing an employee or group of employees in a grievance, the Union will provide a written, signed designation of representation form that is executed by each of the included employees.
6. In an agency-initiated grievance, the Agency will inform the Union in writing of its selected representative.

#### Section F. Grievance Content

A grievance must contain a clear statement of the complaint being made and the specific relief or remedy requested in sufficient detail to enable the Agency or the Union to investigate and assess the grievance, without delay. Specifically, each grievance must state if it is brought under Section

F or Section G of this Article and provide evidence that it is timely. In addition, if brought under Section F, the grievance must identify each individual grievant by name, describe the facts and circumstances for each grievant, and identify and provide contact information for all known witnesses. Grievances alleging a violation of or failure to comply with, the terms of this Agreement must identify the Article and specific provision(s) thereof that form the basis of the grievance. Incomplete grievances will be returned and will not be reviewed.

### Section G. Grievance Procedure

Grievances initiated by the employee or the Union on behalf of the individual rights of an employee or group of employees will adhere to the following procedure. If any of the participants to the grievance are not available to attend any of the meetings discussed below, personally, it is acceptable to conduct the meeting(s) via telephonic conference.

#### INFORMAL CONCERNS OR COMPLAINTS

Concerns and/or complaints may be presented informally. However, informal discussions are not mandatory and do not toll grievance timelines. When an employee or the Union wishes to present an informal concern and/or complaint, a written request for a meeting will be provided to the employee's immediate supervisor and the Labor Management and Employee Relations Specialist (LMER). The meeting request will include a brief explanation of the concern or complaint. The LMER will coordinate to schedule a meeting with the involved supervisor and will provide a written reply within five calendar days from receipt of the meeting request.

#### FORMAL GRIEVANCES

##### STEP 1

1. All formal grievances will be submitted in writing and comply with the requirements of Section G. A formal grievance will be submitted within 30 calendar days of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident within such time. In that case, the written grievance will be submitted within 30 calendar days the employee or the Union first became aware of the incident. In no instance, may a grievance be filed more than one year from the date of the act or occurrence, which gave rise to the grievance, unless it involves a pay or benefits issue.
2. Formal grievances will be submitted to the employee's immediate supervisor or to the lowest level supervisor within the organization with the authority to hear, investigate, and/or resolve the grievance, with a copy to the LMER. Grievances related to annual performance ratings will be presented to the employee's higher-level reviewer, with a copy to the LMER.
3. A Step 1 meeting will normally be held within five business days from receipt of the written grievance. If the grievance is not resolved during this first meeting, the Parties may agree to have an optional second meeting within five business days to further attempt to resolve the grievance.
4. The Step 1 Official will issue a written decision on the grievance, normally within 15 business days from the last meeting. The written decision will be provided to the Union, whenever the Union has been designated as the representative by the grievant.

## **ALTERNATE DISPUTE RESOLUTION (ADR)**

1. If the Union is dissatisfied with the Step 1 decision, it may make a written request to use Alternate Dispute Resolution (ADR) procedures within five business days from receipt of the written decision. The Parties must mutually agree to utilize ADR. Employees may not request to use ADR without the Union's consent and will proceed in the Step 2 process as if the ADR process is not chosen, where the Union has not consented. If the parties agree to use ADR, the following procedures will apply:

- a. the arrangements to set the date for a mediator/facilitator will be accomplished within five business days of the request;
- b. the Union and the Agency will split costs of mediation equally (50%-50%); and
- c. prior to the end of the ADR meeting, the Parties will determine and document the status of the grievance.

## **STEP 2**

1. If the dispute is unresolved following ADR or if ADR is not used the following procedures will apply:

2. A written, Step 2 grievance request may be submitted to the next higher level supervisory official, or their designee, and the LMER within ten business days from the receipt of the written Step 1 decision or ADR session. The request for a Step 2 review of the grievance will explain the reasons for the dissatisfaction with the Step 1 Grievance Officials decision and will be submitted with a copy of the ADR records (if utilized) and all of the information that the employee(s) or the Union wish the Step 2 Official to consider in reaching their decision.

3. The Step 2 Official will issue a written decision expeditiously, usually no later than ten business days from the receipt of the grievance. If the Step 2 Official is unable to render a decision within this period due to his or her on-going investigation or other relevant circumstances, he or she will notify the grievant and the Union in writing as to when a final decision may be expected.

4. If the Step 2 decision is not acceptable to the employee or the Union, or if no timely decision is issued, the Union may proceed to arbitration in accordance with the provisions of Article 9.

## **Section H. Union-Agency Grievance Procedures**

1. Grievances initiated to preserve the rights of the Union will be presented to the Chief, Civilian Personnel Advisory Center (CPAC) and the LMER.

2. The Agency will present agency-initiated grievances to the Union President/Business Manager.

3. In either case, such grievances will be presented within 20 business days from the occurrence, or from the time, the grieving party first became aware of the incident or occurrence.

4. Representatives of the Parties will meet as soon as possible, normally within 20 business days, to attempt to resolve the grievance. If the grievance is not resolved, the Parties may

schedule additional meetings by mutual consent. If the grievance is still not resolved, either Party may submit the matter to arbitration in accordance with the provisions of Article 9.

#### Section I. Time Limits

1. Extensions of time limits may be requested, in writing. Unless an extension is mutually agreed upon, all time limits contained in this Article will be strictly observed.
2. Failure by the Union, employee, or Agency to adhere to the time limitations for filing a grievance at any step of the procedure will result in dismissal of the grievance.

#### Section J. Service of Grievances and Grievance Decisions

1. Grievances and grievance decisions may be served, at each step of the procedures established in this Article, by United States Postal Service or courier (e.g. FedEx/UPS), hand delivery to the appropriate person, or by electronic means.
2. Service on a group of employees not represented by the Union will be made on any single member of the group and the Union President/Business Manager.

#### Section K. Expansion of Issues

Neither Party may raise new issues, unless they were raised during the Step 1 procedure. All issues must be related to the subject of the grievance as written and submitted. New issues, for purposes of this Section, mean complaints arising out of a different set of facts that should have properly been the subject of a different grievance. Additional legal arguments or related facts and evidence acquired after Step 1, are not new issues.

## **ARTICLE 9 - ARBITRATION**

### Section A. Applicability

Any grievance under the terms of this Agreement, which is not resolved, may be subject to binding arbitration. Only the Union or the Agency may invoke arbitration.

### Section B. Preliminary Procedures

1. Notice. Either the Union or the Agency may invoke arbitration by serving a notice on the other within 20 business days following receipt of the final decision under Article 8. The notice will identify the grievant(s); the specific relief requested and will be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration. If either Party fails to invoke arbitration within the time specified, the right to seek arbitration is waived. Once scheduled, the date may only be changed by mutual agreement.
2. Selection. Within seven business days from invoking arbitration, the Party that invoked arbitration will request a list of seven impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) by submitting a jointly executed FMCS Form R-43, "Request for Arbitration Panel." Within five business days from receipt of the list of arbitrators from the FMCS, the Parties will meet. The Parties will toss a coin to determine who will go first. Each Party will then strike one name from the list alternately, repeating this procedure until only one-name remains from the list. The remaining name becomes the selected arbitrator for the Parties.
3. Scheduling. Upon selection of the arbitrator, the Parties will jointly submit notification of the arbitrator selected to the FMCS. Within seven business days of the receipt of the arbitrator's acknowledgement of appointment, the Parties will attempt to communicate with the arbitrator to select an agreeable date for the submission of the stipulation of facts or to deal with any questions regarding the arbitrability of a case/issue, if any. The Parties, in conjunction with the arbitrator selected, will agree upon a date to conduct a hearing when it is determined that a hearing is necessary. Hearings will normally be held on the Agency's premises at a convenient site, during regular, day-shift work hours.
4. Fees and Expenses. If the Parties resolve the grievance prior to an arbitration hearing, the arbitrator's cancellation fee, if any, will be borne equally by the Parties. If a Party requests arbitration and later withdraws the request for any reason other than resolution, that Party will bear the full cost of any cancellation fee imposed by the arbitrator. Once the date for arbitration is established, any Party that unilaterally requests an arbitration hearing be postponed, delayed, canceled, and/or withdrawn for whatever reason will pay any fees associated with such action. Arrangements for transcription services will be made in each arbitration case. A court reporter will record the testimony at the hearing and if requested, will provide a verbatim transcript of testimony to each Party. All costs for arbitration will be borne 50% by the Agency and 50% by the Union; unless, the arbitration is cancelled or the Parties settle the case, as stated above.

### Section C. Arbitrator's Authority and Decision

#### 1. Arbitrator's Authority

The arbitrator's decision is final and binding. The arbitrator has the authority to resolve any questions of arbitrability and define the explicit terms of this Agreement, or Agency policies, as necessary to render a decision. The arbitrator has no authority to add to or modify any terms of this Agreement or published Agency policy.

## 2. Arbitrator's Decision

- a. In rendering a decision, the arbitrator will issue detailed findings of fact and conclusions of law setting forth the basis for the decision. In cases where the arbitrator directs that particular relief be provided, the arbitrator will issue findings of fact and conclusions of law setting forth the basis on which the relief has been ordered.
- b. An arbitrator will be requested at the hearing to render a decision as quickly as possible after the close of the record, but no later than 30 calendar days after the joint submission of briefs unless the Parties mutually agree to extend that time limit.

## Section D. Arbitration Process

1. The process to be utilized by the arbitrator may be one of the following:
  - a. A stipulation of facts to the arbitrator may be used when both Parties agree to the facts and issues to be submitted, and a hearing would serve no purpose. In this case, all facts, data, documentation, etc. will be jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
  - b. An arbitrator inquiry may be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g. inspecting work sites, taking statements).
  - c. An arbitration hearing will be used when a formal hearing is necessary to develop and establish the facts relevant to the issue(s). The formal hearing is convened and conducted by the arbitrator.
2. The Parties may mutually agree on a stipulation of facts to the arbitrator or the Parties may mutually agree to an inquiry or hearing. If the Parties cannot mutually agree on a stipulation of facts, the issues will be presented by the Parties on the day of the hearing for the arbitrator's decision.
3. The Parties may mutually agree to direct the arbitrator to simplify or eliminate a written opinion when using the process in a, b, or c above.
4. Each issue or question submitted to arbitration will include the following:
  - a. Questions at issue
  - b. Statement of Facts
  - c. Position of the Union
  - d. Position of the Agency
5. If the Parties are unable to agree upon a joint submission, they each will file their own version of the issues or facts to be decided by the arbitrator. If a question arises concerning whether or not a defined grievance or stated issue is arbitrable under the provisions of this Article, the question will be submitted in writing to the arbitrator for a ruling prior to the Parties

going forward on the merits. This section does not preclude either party from raising such issue at any time prior to the hearing or a final submission on the issues.

#### Section E. Arbitrability Issues

1. Availability of Witnesses and Parties. The arbitrator will have sole discretion to determine who may testify. In some instances, witnesses may be permitted to participate in the hearing or provide testimony over the telephone. As necessary, the grievant(s), grievant's representative, and witnesses for each party, will be excused from duty (if in a duty status) to participate as a party or to testify as a witness. Employees other than the grievant, who are witnesses providing testimony or information before any tribunal, mediation or arbitration under this Agreement will be considered to be in a regular duty status. A union subject matter expert and any other union representatives will be granted official time for all hours that correspond to their regular tour of duty, for attendance at such proceedings.
2. Testimony. All witnesses who testify in an arbitration hearing will be placed under oath by a person qualified to administer oaths.
3. Arbitrator Decision.
  - a. In rendering a decision, the arbitrator will issue detailed findings of fact and conclusions of law setting forth the basis for the decision. In cases where the arbitrator directs that particular relief be provided, the arbitrator will issue findings of fact and conclusions of law setting forth the basis on which the relief has been ordered.
  - b. An arbitrator will be requested at the hearing to render a decision as quickly as possible after the close of the record, but no later than 30 calendar days after the joint submission of briefs unless the Parties mutually agree to extend that time limit.
4. Arbitration Disputes. Any dispute regarding the application or implementation of the arbitrator's award may be returned to the arbitrator for resolution. Either party may return such disputes. It is understood that returning disputes does not delay the time in which either party may file an appeal of the award.
5. Award Appeals. It is agreed and recognized that the arbitration processes provided herein are final and binding on both parties. However, either Party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

#### Section F. Exceptions to Arbitration Awards

Either party may appeal the arbitrator's award to the FLRA's three-member adjudicatory body (the Authority) by filing an "exception" within 30 calendar days after the arbitrator's service of the award on the parties.

## **ARTICLE 10 – NEW EMPLOYEE ORIENTATION**

### Section A. Copies of Agreement

1. In all cases, employees newly assigned to bargaining unit positions will be provided with a link to an electronic copy of this Agreement by the Agency during the initial personnel processing when they report for duty.
2. Employees that do not have computer access may request a printed copy of this Agreement from their individual supervisor.

### Section B. Orientation for New Employees

1. All new employees will be informed by the Agency that they are members of the bargaining unit and the Union is their exclusive representative.
2. When the Agency holds an administrative orientation session for new employees, the Union will be allowed to make a presentation of equal length to that of other offices.
3. The Union President/Business Manager or designee will represent the Union.
4. Official time will be authorized for the Union President/Business Manager, or designee while presenting the information at the session.

## **ARTICLE 11 – TRAINING**

### Section A. General Policy

1. The Parties agree that the training and development of employees is a matter of significant importance to fulfilling the Agency's mission.
2. Subject to budgetary and workload considerations, the Agency agrees to provide employees with training it deems necessary to assist them in the performance of official duties.
3. Opportunities for such training will be provided on a non-discriminatory basis and in accordance with employee needs, mission requirements, applicable laws, regulations, policies and this Article.
4. Employee training will be facilitated in such a way that is timely and relevant to job performance and the organizational mission.

### Section B. Responsibilities

1. It is the employee's responsibility to maintain proficiency in conjunction with the performance of official duties, as stated in the position description.
2. The efficiency of operations and the management of training and development activities for employees are the responsibilities of the Agency. The Agency will comply with the requirements of DoDI 1400.25-V410 and related DoD and Army directives on planning, programming and budgeting for training, education and professional development.
3. The Union agrees to encourage employees to take advantage of training and educational opportunities to enhance and maintain employee skills, qualifications, licenses and certifications, to promote workplace efficiency.
4. Training may involve cross-training; on-the-job training; developmental or long-term training assignments; correspondence courses; formal classroom training; resident and non-resident courses available within Army; and, courses provided or sponsored by other Government agencies or non-Government entities. Training may include formal education courses, on or off the job, with or without pay, and courses of mutual benefit.

### Section C. Self-Development

1. An individual development plan (IDP) is one effective method of tracking career related training requirements and opportunities. Development of the IDP should be a joint effort between the Agency and employee, encouraging open discussion about individual and organizational needs.
2. During the semi-annual, performance discussion the Agency will discuss self-development opportunities designed to support the employee's long-term goals and the Agency mission. The Agency will foster employee self-development by creating a work environment in which self-development is encouraged, by assuring that opportunities for training and self-study materials are made reasonably available, and by recognizing self-initiated improvement in employee performance.
3. The Agency will consider requests for annual leave, credit hours, leave without pay, or duty time, as appropriate, to employees for participation in occupationally related professional

meetings, conferences, or continuing education courses.

#### Section D. Procedures

1. Employees may be required to provide justification to support an individual request for training. Only authorized personnel may grant approval for training.
2. All training and related expenses must be approved and authorized in advance of the starting date of the training. Employees may submit unanticipated expenses to the Agency for approval, and if not approved, will become the responsibility of the employee.
3. Employees who are approved and authorized to attend training are expected to attend every session and complete all training and course requirements. An employee who is unable to attend agency-authorized training will inform his or her supervisor of that inability to complete the training as soon as possible after becoming aware of the impediment to attendance. This is necessary to provide the maximum time possible for the Agency to make other arrangements (e.g. obtain a refund of fees paid or substitute another employee into the course, etc.).

#### Section E. Scheduling

It will be a matter of interest and concern for the Agency and the Union to schedule appropriate training courses, seminars, conferences and meetings during work hours whenever possible.

#### Section F. Selection

1. Nominations and selection of employees to participate in training, career development programs and self-development opportunities will comply with established priorities, availability of funds, workload considerations and reasonableness of the request.
2. The Agency and the Union agree that employee training is a vital component of maintaining and enhancing technical competency, and will strive to identify training opportunities for all employees regardless of career program.
3. Training recommendations, including attendance at government expense, will be based on requirements identified in the IDP when developing the annual training plan, or as otherwise identified by the Agency, as a work requirement need. The Agency agrees to consider the views and the needs presented by the employee.
4. The Agency will comply with all applicable laws, regulations, command and local policies, and this Article, in authorizing and approving employees' training requests.

#### Section G. Work Schedule Considerations

Supervisors may authorize adjustments in an employee's regular tour of duty to accommodate training schedules.

## **ARTICLE 12 - INCENTIVE AWARDS AND THE ARMY IDEAS FOR INNOVATION PROGRAM**

### Section A. Policy

1. The Agency and the Union recognize that employees at all levels make outstanding achievements and significant contributions to the mission of the Agency. The Parties recognize the need to motivate and reward employees, within budgetary constraints, for employee performance and special achievements.
2. The Incentive Awards Program will be administered in accordance with applicable laws, government-wide rules and regulations. Awards will be based on merit. Recipients of honorary awards will be recognized publicly for their achievements. Incentive awards will be issued to employees in a timely manner. Documentation of monetary incentive awards will be placed in the employee's official personnel file.

### Section B. Suggestion Awards Army Ideas for Innovation (AI2) Program

1. With recognition to the value of employees sharing their ideas, experience and innovations with others, the Agency and the Union will encourage employee participation in the Army Ideas for Innovation (AI2) Program. The AI2 Program is a venue for Army soldiers, Army civilians, and contractors to share innovative ideas and creative solutions that positively affect the Army through cost savings, increased productivity, and process improvement. It is a completely web-based collaborative approach for cultivating and harvesting the creativity of the force to bring innovative ideas to valued outcomes.
2. The AI2 Program does not have a centralized awards program; however, successful innovation and entrepreneurship may be recognized and rewarded at the local level.

## **ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY**

### Section A. Policy

The Agency and the Union affirm their commitment to provide equal employment opportunities to all employees and to prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, gender identity and sexual orientation), national origin, disability (mental or physical) or genetic information, or age (40 or older). In addition, the Parties recognize their commitment to the policy of prohibiting unlawful discrimination. The Parties agree that equal employment opportunity (EEO) will be administered in accordance applicable laws, government-wide rules and regulations.

### Section B. Formal EEO Complaints

1. The Agency will provide the Union with 24 hours, or as soon as practicable, advance written notice of any formal discussions related to the resolution of formal EEO complaints of employees in bargaining unit positions. The Union will be afforded the opportunity to have a representative present to allow the Union to remain informed of any changes proposed by the Agency regarding personnel policies and practices or other matters, which may affect conditions of employment of employees, subject to the confidentiality provisions of the Privacy Act.
2. If the Union fails to send a representative, after receiving advance notice, the Agency may proceed with the discussion or meeting without a union representative present.
3. The Union will disclose to the Agency whose interests it is representing (e.g. bargaining unit as a whole or the complainant) prior to the start of the discussion or meeting.
4. The Union will maintain confidentiality with regard to the complainant's identity, the complaint contents, and settlement provisions, releasing specific information only to those who have a specific need for the information in the performance of their duties as union officials.

## **ARTICLE 14 - MERIT PROMOTION AND PLACEMENT**

### Section A. General

1. The Agency will comply with the Department of the Army (DA), Department of Defense (DoD) and Office of Personnel Management (OPM) regulations governing filling positions by promotion or other internal placement actions.
2. All placement actions, reassignments, promotions or personnel actions involving career progression will be made within the spirit and intent of merit system principles. The Agency will insure that all qualified employees who request consideration have equal opportunity for promotion.

### Section B. Merit Promotion Vacancies and Announcements

1. Competitive merit promotion vacancies are currently recruited and filled through the USA Jobs System. Employees desiring consideration for vacant positions will apply under the USA Jobs System. Employees will be responsible for assuring that all required application forms are submitted, including any supplemental forms. Vacancy announcements will also be posted on the District's Intranet Home Page.
2. When the Agency announces a position, the announcement will identify the grade, position title, organizational location, qualification requirements and whether the position is permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent.
3. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures will be fully relevant to such positions.
4. Promotion procedures will apply to selection by transfer, reinstatement or reassignment to positions with known promotion potential; however, this does not apply to details or temporary promotions of 120 calendar days or less.

### Section C. Referral

A reasonable number of best-qualified, available candidates will be certified on the selection roster.

### Section D. Non-Selection

1. Non-selectees will be furnished with the non-selection notification.
2. A non-selected employee may request union representation to pursue non-selection reasons. The following information about specific placement actions will be available to an employee and/or representative upon request:
  - a. whether the employee met the minimum qualification requirements and was considered for the position and, if not, what minimum qualifications the employee lacked, if any;
  - b. whether the employee was one of those in the group from which the selection was made;
3. Employees who were not referred among the best qualified may contact the CPAC with their

questions.

4. Employees who were referred among the best qualified, but not selected for the position may contact the selecting official to seek information on the reasons for non-selection.

#### Section E. Details

1. A detail is a temporary assignment during which an employee is assigned to a different position or statement of duties for a specified period. The employee returns to the permanent position at the end of the specified period. The employee's permanent position remains the position of record for all pay, benefits, and bargaining unit status purposes. Employees may document experience (e.g. as input to the annual performance appraisal) obtained through any detail of less than 30 calendar days, with supervisory verification. Details in excess of 30 calendar days will be documented in the employee's official personnel file (OPF).
2. In the interest of effective employee utilization, details to positions or work assignments requiring higher-level or differing skills will be based on bona fide need and applicable regulations. Details may be used to meet, but are not limited to, emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel. Details may also be used pending permanent assignment of an employee to a vacant position, pending description and classification of a new position, and for training and developmental purposes. The detail procedure will not become a device to afford certain employees an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for detail will be based solely on a bona fide need of management and the ability of the employees. Except for selections made under the competitive procedures, the Agency will rotate details to higher-grade duties or a different line of work as fully as practicable.
3. The maximum length of time for a non-competitive detail assignment to a higher graded position is 120 calendar days in any 12-month period, unless otherwise provided for by laws, government-wide rules or regulations. Competitive procedures will be used when the detail assignment is expected to last beyond 120 calendar days and when the supervisor does not have sufficient resources to fill the need by rotating the assignment among other available and skilled employees. The Agency may elect to terminate the detail at any time.
4. Employees on detail assignment will receive adequate training or instruction to perform the duties of the detail sufficiently. If detailed to perform lower-graded duties, the employee will not suffer any adverse consequences in terms of career progression, pay, time-in-grade or within-grade eligibility, or performance evaluations due to performance of the lower-level work.
5. Employees detailed to a higher-graded position for 60 calendar days or more will receive a temporary promotion to the position, provided the employee meets all qualification standards and time-in-grade restrictions appropriate to the position. In considering the employee for non-competitive promotion, the Agency will adhere to all appropriate regulations regarding the approval and processing of non-competitive actions. The Agency may elect to terminate the assignment at any time.
6. Employees desiring detail opportunities may notify their supervisor in writing. Volunteering for a detail assignment does not guarantee one.

## Section F. Temporary Promotions

1. A temporary promotion is a temporary assignment of an employee to a new position at a higher grade and pay, or to a position with known promotion potential. Upon completion of the assignment, the employee returns to their permanent position. All temporary promotion actions will be documented in the employee's OPF.
2. An employee temporarily placed in a higher graded position may be temporarily promoted if he or she meets the qualification requirements and time-in-grade restrictions. The maximum length of time for a non-competitive temporary promotion is 120 calendar days in any 12-month period, unless otherwise provided for by law, government-wide rules or regulations. Competitive procedures will be used when the temporary promotion assignment is expected to last beyond 120 calendar days and when the supervisor does not have sufficient resources to fill the need by rotating the assignment among other available and skilled employees. The Agency may terminate temporary promotion assignments at any time.
3. In considering employees for non-competitive temporary promotion, the Agency will adhere to all appropriate rules and regulations regarding the approval and processing of non-competitive actions.

## Section G. Applying for Details and Temporary Promotions

The Agency will encourage employees to apply for details and temporary promotions. Employees may apply for opportunities advertised through informal announcements. Supervisors will release the selected employee unless there is a valid mission-related reason for disapproving the request and the employee is provided with the reason in writing.

## Section H. Position Descriptions for Details and Temporary Promotions

Employees on detail assignments or temporary promotion assignments will be provided access to a written copy of the position description or statement of duties to which they are assigned within five business days of the effective date of the detail or temporary promotion.

## Section I. Use of Duty Time and Government Equipment

Employees may use a reasonable amount of duty time and government equipment to complete any forms, questionnaires, or other required information requested by the Agency for application purposes when applying for vacant positions as long as such use does not interfere with mission accomplishment.

## Section J. Use of Private Sector Temporaries

The Agency will provide notice to the Union if a bargaining unit position is filled for more than 120 business days by a private sector, temporary employee or contractor.

## **ARTICLE 15 – SHUTDOWN FURLOUGHS**

### Section A. General

1. In the event that funds are not available through an appropriations law or continuing resolution, a "shutdown" furlough occurs. A shutdown furlough is necessary when an agency no longer has the necessary funds to operate and must shut down those activities, which are not excepted pursuant to the Anti-deficiency Act. This article sets forth the procedures that will be followed if a shutdown furlough becomes necessary.
2. In the event of furlough, employees may be designated as either excepted (i.e. employees who are performing work that, by law, may continue to be performed during a lapse in appropriations) or exempt (i.e. employees who are not funded by annually appropriated funds) from furlough, as determined by the Agency.
3. Furloughs will be conducted in accordance with all applicable laws, statutes, regulations, agency and Office of Personnel Management (OPM) guidance. Furlough documents will be made available to the affected employees and to the Union.

### Section B. Notice to the Union

1. When the Agency is made aware of a possible Government shutdown, it will promptly notify the Union and provide copies of any official notices that advise the Agency of a potential furlough.
2. The Agency will advise the Union of the number, names, titles, series, and grades of all employees affected as well as those excepted or exempt from furlough; and the measures, if any, that the Agency proposes to take to reduce the adverse impact on employees.

### Section C. Employee Notice

While an employee must ultimately receive a written notice of decision to furlough, it is not required that such written notice be given prior to the shutdown or that the notice be issued in person. The Agency will provide advance written notice whenever possible, including that issued through email, when this is not feasible; any reasonable notice (e.g. telephonic, oral, personal email) is permissible.

### Section D. End of Furlough

Employees will monitor OPM's website ([www.opm.gov](http://www.opm.gov)) and media outlets for notification that the President has signed a continuing resolution or appropriation and that the furlough has ended. When a continuing resolution or a fiscal year appropriation is approved and announced, employees will be expected to return to work on the next regular duty day.

## **ARTICLE 16 - POSITION CLASSIFICATION AND POSITION DESCRIPTIONS**

### Section A. General

1. The position descriptions (PD) will identify the major duties, responsibilities, necessary knowledge and skill level(s) required, and include the supervisory relationships or controls appropriate to each position.
2. The major duties are those that are performed on a regular and recurring basis.
3. A PD is not intended to be an all-inclusive document containing all of the duties or responsibilities that could be assigned to a particular position.
4. The Agency agrees to discuss individual PDs with employees at their request and on a regular basis.
5. The Agency retains the right to assign duties to employees and may assign or change duties and responsibilities as necessary to accomplish work appropriate to the employee's position and mission requirements. Nothing in this Article is intended to restrict the authority of the Agency to classify positions or assign work.

### Section B. Position Descriptions

1. The parties agree that PDs will accurately reflect the major duties and responsibilities of the position as assigned by the Agency. The PD may also be used to identify training, requirements, qualification maintenance and performance requirements of the position, when relevant to the proper classification of the position.
2. Employees will be furnished a copy of, or access to, the PD to which they are assigned at the approximate time of assignment.
3. Employees are encouraged to review their PDs on a regular basis with their supervisors. Employee input may be provided at any time, but is particularly encouraged during the development of performance plans. Employees are entitled to discuss the assigned PD with the supervisor. An employee will be afforded the opportunity to meet with the supervisor to review the PD for accuracy. When an employee alleges that the duties in the PD are not accurate, the employee may seek relief using the negotiated grievance procedure.
4. In accordance with law and regulation, employees may grieve those classification decisions that result in reductions in grade or pay.

### Section C. Classification Standards

1. Positions will be classified by comparing the duties, responsibilities, and supervisory relationships in the official PD with the appropriate classification and position grading standards developed by the OPM and other applicable laws, regulations, and policies.
2. When new or revised classification standards are issued, the Agency will take steps to implement those standards within a reasonable period after receipt of the new or revised classification standards. Upon completion of any related reviews that result in an upgrade of position(s), the corresponding personnel action will be initiated within two pay periods and made effective on the earliest possible date following processing of the personnel action.

#### Section D. Notification of Changes

1. Employees will be notified when changes are made to their PDs. A copy of the employee's PD will be maintained in his/her electronic record, currently MyBiz+.
2. The Agency agrees to inform the Union as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees due to reorganization or when changes in position classification standards result in classification changes to bargaining unit positions.

#### Section E. Grade Determining Duties

1. The Agency will assure that regular and recurring duties assigned to the employee that are grade determining are included in the PD. Where it is found that an employee is performing higher-level duties and responsibilities, consideration will be given to reassigning such duties to positions already classified at the higher level. If those duties cannot be reassigned to another position, the PD will be revised to include those duties and reviewed to determine the appropriate title, series, and grade.
2. The statement, "performs other duties as assigned" will appear as an unnumbered paragraph in the PD to make clear that the assignment of duties to employees is not limited by the context of the PD. Any such assigned duties may not always be consistent with the general level of the PD but will not be assigned permanently without action to review the PD.

#### Section F. Position Description Accuracy - Position Review

1. Employees are encouraged to provide input (written or verbal) to their supervisors when changes in duties, responsibilities, tasks, functions, processes, and/or technology may have significant impact on their position.
2. When an employee believes that significant changes have occurred in the regularly assigned responsibilities and/or duties, or that the current PD does not accurately reflect the assigned duties and responsibilities, or that the title, series, or grade of the position may be inaccurate, the employee is encouraged to discuss the issue with the supervisor. An employee may initiate a request for a position review by bringing the significant aspects of the duty assignments believed not to be covered by the official PD to the attention of the immediate supervisor. If the supervisor determines that material differences exist between the actual work being performed and the major duties in the PD, the supervisor will initiate action within 30 calendar days to ensure the employee is assigned to an accurate PD. If the supervisor determines that material differences do not exist, the employee has the right to file a grievance on the issue.
3. When an employee is assigned duties that are not specifically documented in the PD, the employee is expected to perform those duties, but may subsequently grieve the appropriateness of the assignment. Employees also have a right to file a grievance on the duties contained in their PDs and to be represented by the Union.

#### Section G. Classification Appeals

1. Should the supervisor and the employee, through discussion, be unable to resolve the employee's concerns regarding the duties contained in the PD, or should the employee believe that the position is not properly classified (i.e. title, series, grade or pay plan), the employee may utilize the classification appeal process to appeal the classification of the position in accordance

with statutory appeal rights and procedures. Employees may obtain appeal information and forms from the CPAC.

2. The grievance procedure will not be used to appeal the position title, pay plan, series and/or grade assigned to the position; however, employees may file a classification appeal on such issues. The following issues are not appealable but may be grieved under the negotiated grievance procedures:

- a. an assignment or detail out of the scope of normally performed duties as outlined in the official PD;
- b. the accuracy, consistency or use of agency supplemental classification guides; or
- c. the title of the position unless a specific title is authorized in a published OPM classification standard or guide, or the title reflects a qualification requirement or authorized area of specialization.

3. General Schedule (GS) employees may either appeal the classification of their position (e.g. title, series, grade or pay plan) to the Department of Defense (DoD) or file an appeal with the OPM. Employees will follow DoD or OPM guidance when submitting an appeal to either agency. If the employee submits the appeal to DoD first and receives an unfavorable decision, the decision may be appealed to OPM; however, if the employee submits the appeal to OPM without first submitting the appeal to DoD, OPM's decision may not be further appealed to DoD. An appeal to OPM is the final administrative avenue of appeal.

4. Wage Grade (WG) employees will file an appeal with DoD first in accordance with DoD classification appeal procedures. If dissatisfied with DoD's appeal decision, the employee may then submit the appeal to OPM in accordance with OPM's classification procedures. An appeal to OPM is the final administrative avenue of appeal.

5. Employees will submit the appeal package to the CPAC for review. Upon receipt of the appeal package, the CPAC will review it to determine the issues at hand. The employee's concerns will be evaluated and the CPAC will substantively review the PD to ensure agreement with the current classification of the job. If the CPAC does not agree with the current classification, a classification advisory will be written to this effect, provided to the employee's supervisor, and included in the agency administrative report. If the issue of job description accuracy is raised, or if the CPAC needs to understand the duty assignment better, the employee and the supervisor will be interviewed. If a subsequent classification determination is made and it resolves the employee's concerns, the appeal will be returned to the originator. If, on the other hand, the subsequent classification review does not resolve the employee's concerns, the appeal will proceed. The CPAC will ensure the appeal package is complete and contains all necessary documentation before it is forwarded to the appellate level. The CPAC will assemble and forward the appeal package to the appellant level and will provide the appellant a copy of all the information in the administrative report sent to DoD within 30 calendar days.

## **ARTICLE 17 - ALTERNATIVE WORK SCHEDULES**

### Section A. General

1. Alternative Work Schedules (AWS) consist of flexible work schedules (FWS), compressed work schedules (CWS), crew schedules and other special AWS schedules. Under these schedules, full-time employees are responsible for completing a basic work requirement of 80 hours during a biweekly pay period. Completion of the work requirement under a FWS may consist of work or a combination of work, credit hours, and approved leave. Completion of the work requirement under a CWS or crew schedule may consist of a combination of work and approved leave but does not include credit hours. Employees have the option of electing to participate in either a FWS, a CWS or in certain circumstances crew schedules or other special AWS schedules with supervisory approval and consistent with mission requirements.
2. Supervisors may terminate or restrict employees' participation in any AWS schedule based on mission needs. In such cases, the supervisor may:
  - a. restrict the employee's choice of arrival and departure times;
  - b. restrict the use of credit hours (FWS only); and/or
  - c. exclude any employee or group of employees from the AWS. Such exclusions may include shift employees, drill and survey crews, floating plant crews, field office staff or crews, project maintenance crews or any employees.
3. Employees working a CWS may raise matters of hardship to the Agency for consideration in accordance with 5 U.S.C. § 6127.
4. The Parties recognize that taking breaks during the duty day is beneficial to employees and can increase productivity. In the interest of employee safety and health, employees may take two 15-minute rest breaks near the mid-point of each half of the workday, or at another time as may be required. Employees will take rest breaks near the worksite. The work site for employees at the Federal office building is the Federal office building. The work site for field office employees is the portion of a project or construction site to which, an employee is assigned to work on a particular day. Employees will not use rest breaks to cover late arrival, early departure, or to extend lunch periods.
5. Employees will complete and submit an AWS election form to select their preferred AWS.

### Section B. Gliding Schedule

1. A gliding schedule is a type of FWS in which a full-time employee has a basic work requirement of eight hours each day and 40 hours each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours. This schedule includes core hours, which are the hours during which employees are required to be present for work or on approved leave. This schedule also includes the option to earn and use credit hours. Credit hours are hours within a FWS that an employee elects to work in excess of the basic work requirement, so as, to vary the length of a workweek or workday.
2. Employees participating in the gliding schedule may report for work as early as 0600 or as late as 0900, but, must be present for duty at lunch or on approved leave during the core hours

of 0900–1500. Employees must complete the basic work requirement no later than 1800 each day. Full-time employees may not regularly end their duty day prior to 1500.

3. Employees may elect to take a minimum unpaid lunch break of 30 minutes during the flexible lunch band of 1100–1300. This election is at the employee's sole discretion and may vary from day-to-day. Employees may extend the lunch period up to two hours provided they account for the additional time by early arrival, late departure, or approved leave. Employees who do not take a lunch break must remain at the worksite performing job-related activities throughout the duty day. Employees may request to take an early or later lunch period when operational commitments require the employee to work during the flexible lunch period.
4. No employee will be required to remain on duty during his or her lunch period without appropriate compensation.
5. Employees may work credit hours in 15-minute increments within the flexible bands of 0600–0900 and 1500–1800. A full-time employee may carryover no more than 24 credit hours from one pay period to another. There is a three-hour limit to the daily credit hour accumulation, with a maximum weekly accumulation of ten credit hours. Employees may only accrue credit hours on scheduled workdays. A part-time employee may carryover no more than one-fourth of the hours in such employee's biweekly basic work requirement.
6. Use of credit hours is restricted to hours already earned. Employees may not "borrow" credit hours. The use of earned credit hours is voluntary, at the employee's discretion, but requires prior supervisory approval. Use of annual or sick leave will not be denied to force the use of credit hours.

### Section C. Compressed Work Schedule (CWS)

1. CWS means:
  - a. for a full-time employee, an 80 hour biweekly basic work requirement that is scheduled by the Agency for less than ten workdays and may require the employee to work more than eight hours in a day; or
  - b. for a part-time employee, a biweekly basic work requirement of less than 80 hours scheduled by the Agency for less than ten workdays and may require the employee to work more than eight hours in a day.
2. Employees may elect to participate in a 5/4-9 CWS. The 5/4-9 CWS is one in which a full-time employee works nine hours on eight days per pay period and eight hours one day per pay period for a total of 80 hours in a biweekly pay period. The supervisor determines the number of hours a part-time employee will work in a nine day biweekly pay period with the arrival and departure times fixed or set by the supervisor.
3. One day each pay period is designated as the employee's regular day off (RDO). Employees may elect a fixed arrival time of 0630, 0700 or 0730. The fixed departure time is set based on the fixed arrival time and the duration of the lunch break elected.
4. The employee will propose the RDO when they elect the CWS, with the final decision made by the supervisor based on work unit and mission needs. Once approved, the schedule is fixed, until the employee requests and gains supervisory approval to change the arrival and departure times, the RDO or to change the work schedule election back to the Gliding Schedule.

5. Changes to the approved 5/4-9 schedule requires the completion of a new work schedule election form and supervisory approval. Changes will not be made on a frequent or routine basis.
6. Employees will take an unpaid lunch break during the hours of 1100–1300 without exception. Employees may elect a CWS with either a 30-minute or a 60-minute unpaid lunch break. Employees who want to take more than the fixed 30 or 60 minutes for lunch may do so provided they account for the additional time with the use of approved leave. Once made, employees will not change the lunch period election until the employee requests and gains supervisory approval. Employees will not make changes to the lunch period election on a frequent or routine basis. Employees may request a change to their lunch period election by submitting a new AWS election form for the supervisor's approval. Employees may request to take an early or later lunch period when operational commitments require the employee to work during the flexible lunch band.
7. No employee will be required to remain on duty during his or her lunch period without appropriate compensation.

#### Section D. Crew Schedules

1. Where an employee is part of a crew (e.g. group of interdependent workers, such as a drill and survey crew, project maintenance crew, floating plant), an AWS may be established, but all crew members will work the same schedule.
2. Establishment of a crew schedule will be a matter of election between the crew and the crew supervisor.
3. The schedule elected will remain in effect until either the crew requests a change in the schedule or the Agency finds it necessary to change the schedule. When the Agency finds it necessary to change a crew schedule for work-related reasons, the Agency will notify the Union and the employee of the proposed changes.
4. Schedules will be established or changed at a minimum of two weeks in advance, and will continue for a period of at least two pay periods, except where the Agency determines it would be seriously handicapped in carrying out its functions, that costs would be substantially increased or in an emergency.
5. Lunch and break periods will be common to the entire crew.
6. Employees will submit requests for a single day schedule adjustment in writing, at least one day in advance and receive advance supervisory authorization.

#### Section E. Special Schedules and Exceptions

1. Engineering Division Drill Crews: Employees assigned to the drill crew in the Geotechnical Branch work a CWS of four, ten-hour days, Monday through Thursday each week from approximately the beginning of March through the end of November. When not assigned to a CWS and at such times throughout the year when extreme heat and/or humidity pose a safety concern for outdoor work, the supervisor will set the employees' work schedule. This schedule has fixed arrival and departure times covering five, eight-hour days, Monday through Friday.

2. Operations Division Park Rangers: Employees assigned to night work may elect to work a gliding schedule that includes the employee's option to work up to 2.5 credit hours a day outside of the standard flexible bands set forth in this contract, with a maximum weekly accrual of 10 credit hours. The Agency will establish the flexible bands and core hours by agency directive and these may vary from worksite to worksite.

3. Truman and Stockton Power Plants: Employees in trade positions (e.g. maintenance mechanics, electronic mechanics and electricians) at the Truman and Stockton Power Plants will work a CWS consisting of four, ten-hour days per administrative workweek.

- a. Employees may elect to work a Monday through Thursday schedule or a Tuesday through Friday schedule.
- b. When such elections provide an insufficient distribution of employees in either schedule, the Agency will provide employees the opportunity to change schedules voluntarily to achieve a distribution amenable to management. Should such effort fail to distribute employees between schedules appropriately, the Agency will assign employees to a schedule. First choice of schedule assignment will give preference to seniority using the employee's service computation date (SCD), until a distribution acceptable to the Agency is achieved.
- c. RDOs will not normally, be changed on a routine basis. However, if projects and work requirements will create an ongoing adverse impact, the immediate supervisor may change RDOs to reduce the impact on the Agency. In such event, for the Union's situational awareness only, the Agency will provide a courtesy notification to the Union as far in advance as possible.
- d. This CWS is a type of crew schedule. Establishment of start and end times for this schedule will be consistent with Section D of this Article.
- e. The Defense Civilian Personnel Advisory Service (DCPAS) establishes and periodically updates specific requirements related to premium pay for employees in trade positions at the Truman and Stockton Power Plants in the applicable power rate schedule. The current power rate schedule is available at:

<https://www.dcpas.osd.mil/Content/WageAssetFiles/D800-MORiver.pdf>

4. Truman Power Plant Control Room:

- a. Employees at the Truman Power Plant (TPP), in Power Plant Senior Controller (PPSC) positions, will work a special, rotating CWS that typically includes a combination of one, eight-hour and six, 12-hour day shifts and/or 12-hour night shifts for a total of 80 hours each pay period.
- b. Shift changes will be 0700 and 1900, unless the majority of PPSCs agree to a different time for shift changes and such change is agreeable to the Agency.
- c. This special, rotating CWS includes a relief worker shift. The relief worker shift will include both 12-hour lap days and eight-hour relief days when an employee is scheduled as the second operator on the day shift. The primary purpose of a relief worker is to work the shifts of other PPSCs who are scheduled as the primary operator on the 12-hour day shift or the night shift; but, are absent from work for any reason. Normally, employees will schedule their annual leave and sick leave for routine appointments, etc. on their relief days to minimize the

necessity of changing the designated relief workers' schedule. However, in recognizing that acute illness, bona fide emergencies and other urgent and special situations requiring an employee's absence may arise, the PPS may change a relief worker's shift to cover the scheduled time of another PPSC when determined appropriate. When a relief worker's shift is changed, the PPS will avoid a short turn-around of less than eight hours whenever possible. Whenever possible, the designated relief worker will receive at least a 48-hour notice of a schedule change. However, a relief worker may be given less notice of a schedule change in the event of an employee's acute illness, an emergency or other urgent situations. Unless rescheduled to ensure the continuity of TPP operations, the relief shift will consist of a combination of eight-hour or 12-hour day shifts, Monday through Thursday.

- d. A preliminary, annual schedule, beginning 1 January of each year, will be established using the Harry S Truman Project Senior Controller Master Rotation included at the end of this Article.
- e. Using this preliminary schedule, the PPSCs will collaborate to tentatively schedule in-lieu-of holidays, all use or lose annual leave, other accrued annual leave desired in the upcoming year and known incidents for which the employee will need to use accrued sick leave or will be on temporary duty (TDY) away from the TPP in the upcoming year. The PPSCs acknowledge their understanding that failure to request to schedule "use or lose" annual leave or to use approved leave may result in forfeiture of leave. The PPSCs will apply the following general principles in the development of the proposed schedule:
  - i. to the greatest extent possible, PPSCs will provide for relief by moving the relief worker's shifts occurring in the same pay period to provide coverage for a requested absence of a PPSC scheduled as the primary operator on a day or night shift; and
  - ii. in the event that more than one PPSC is requesting an excused absence from a scheduled workday on the same date, and relief is not available to allow all of the requested absences, priority will be given to any absence for a scheduled TDY. Then, the PPSCs will utilize a rotational list to determine which employee's request will have priority. Establishment of the initial list will give preference to an employee's length of service in their PPSC position at the TPP (longest to shortest). The Notice of Personnel Action (SF-50) assigning the employee to their PPSC position at the TPP will establish this date. After having the opportunity to select a preferred leave period, the employee's name will rotate to the bottom of the list; so, all employees will have an opportunity to exercise their preference.
- f. No later than, 1 November of each year, the PPSCs will submit their proposed, one year schedule for the upcoming year to the PPS. The PPS will review the employees' proposed schedule and to the greatest extent possible will incorporate it into a master schedule for the upcoming year. In the event of a conflict in the schedule, the PPS may alter the schedule. If the PPS revises the proposed one-year schedule provided by the PPSCs, the PPS will provide a copy of the revised schedule to the PPSCs.
- g. Not later than two pay periods before the beginning of each quarter of the calendar year (e.g. 1 January, 1 April, 1 July, and 1 October) the PPS will establish a firm, six pay period schedule that includes duty days, off days, in lieu of holidays, scheduled overtime and approved leave. The PPS will post this schedule in the TPP Control Room.

- h. To maximize the flexibility of the PPSCs' schedule and minimize adverse effects, PPSCs will submit requests for all changes to anticipated leave or other absences to the PPS at least three pay periods prior to the start of the next quarter.
    - i. Normally management will not cancel an employee's approved leave scheduled on one of their relief days to provide coverage for the absence of a primary operator; however, if mission essential requirements demand, the PPS may cancel previously approved leave until affected employees' services are no longer necessary to meet mission essential requirements.
    - j. Once the PPS approves the quarterly schedule, PPSCs will schedule their annual leave and sick leave for routine appointments, etc. on days when they are not the primary operator for the day or night shift or scheduled to provide relief.
    - k. In the event of an emergency, the PPS may revise an approved quarterly schedule on a temporary basis to ensure needed coverage of TPP operations for the duration of the emergency. The word "emergency" as used here, may include, but is not strictly limited to, situations requiring immediate attention for the preservation of life, property, equipment, or the reliability and integrity of the electrical power system or during a natural or national disaster.
  - I. Where staffing shortfalls due to attrition, an extended illness or injury, TDY, other approved leave, including extended FMLA leave, will affect the PPSC schedule; the PPSCs may develop a draft, interim schedule to alleviate such impacts. If the draft, interim schedule is satisfactory to a majority of the affected PPSCs, they will forward it to the PPS with a proposed transition plan for consideration. If acceptable, the PPS will approve the PPSCs' interim schedule and transition plan or the PPS may make revisions as determined needed.
  - m. During periods where staffing levels are at the minimum required for normal mission requirements and relief shifts cannot cover a necessary absence or annual leave requests, the PPS will consider the feasibility of and may seek approval for coverage on overtime from the Operations Project Manager (OPM).
  - n. By mutual agreement, PPSCs may request to switch shifts. PPSCs will submit requests to switch shifts in writing to the PPS. A shift swap may not result in an increase in premium pay costs (e.g. overtime or holiday pay). The PPS will approve or disapprove the request and inform both employees in writing.
  - o. A PPSC may move a scheduled relief shift to a different day within the same pay period, with the PPS's approval. PPSCs will submit requests to move a scheduled relief shift, in writing to the PPS. The PPS will approve or disapprove the request and inform the employee in writing.
  - p. PPSCs will comply with all leave procedures to request and receive approval for leave.
  - q. If the Union or any employee or group of employees is not satisfied with the PPS's exercise of discretion, provided in this Article, they may request to discuss the matter with the PPS to determine if an alternative agreement is possible.
  - r. The Defense Civilian Personnel Advisory Service (DCPAS) establishes and periodically updates specific requirements related to premium pay for employees in PPSC positions at the Truman Power Plant in the applicable power rate schedule. The current power rate schedule is available at:

<https://www.dcpas.osd.mil/Content/WageAssetFiles/D800-MORiver.pdf>

		Harry S Truman Project Senior Controller Master Rotation																						
		Pay Period 1										Pay Period 2												
		S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	M	T	W	T	F	S
A		N	N	N	N			R	R	r					r	D	D	D			N	N	N	
B		r	D	D	D			N	N	N			N	N	N	N			R	R	r			
C		D	D	r				D	D	D	D			r	D	D	D			N	N	N		
D	N				N	N	N				r	D	D	D	D	r			D	D	D	D		
E			r	D	D	D		N	N	N	N			N	N	N	N		r	D	D			
		Pay Period 3										Pay Period 4												
		S	M	T	W	T	F	S	S	S	M	T	W	T	F	S	S	S	M	T	W	T	F	S
A	N					N	N	N			r	D	D	D	D	r			D	D	D	D		
B				r	D	D	D			N	N	N	N			N	N	N			r	D	D	
C	N	N	N	N				R	R	r					r	D	D	D			N	N	N	
D	r	D	D	D				N	N	N			N	N	N	N			R	R	r			
E	D	D	r					D	D	D	D			r	D	D	D		N	N	N			
		Pay Period 5										KEY												
		S	M	T	W	T	F	S	S	S	M	T	W	T	F	S								
A		r	D	D	D			N	N	N					D	=	12 Hour Day Shift							
B	D	D	r					D	D	D	D				R/r	=	12/8 hour Relief shift							
C	N				N	N	N				r	D	D		N	=	12 Hour Night Shift							
D			r	D	D	D		N	N	N				DH	=	12 Hour Holiday Day Shift*								
E	N	N	N	N				R	R	r				NH	=	12 Hour Holiday Night Shift*								
														HO	=	12 Hour Holiday Off*								
														ho	=	8 Hour Holiday Off*								
														*	To be annotated on Annual Schedule									

## **ARTICLE 18 - OVERTIME AND COMPENSATORY TIME OFF AND HOLIDAYS**

### Section A. Overtime

1. Overtime will be earned in accordance with the applicable laws, government-wide rules, regulations and agency policies that apply to the employee.
2. The Agency orders and approves all overtime work.
3. With the exception of employee's working an Alternative Work Schedule (AWS), work in excess of eight hours in a day or 40 hours a week is considered overtime, if ordered or requested and approved in advance or "suffered or permitted" for employees covered by the Fair Labor Standards Act (FLSA).
4. Overtime hours, when used with respect to a flexible work schedule means all hours in excess of eight hours in a day or 40 hours in a week, if ordered or requested and approved in advance, but does not include credit hours.
5. Overtime hours, when used with respect to compressed work schedule, means any hours in excess of those specified hours, which constitute the compressed schedule, if ordered or requested and approved in advance.
6. All employees must receive advance, supervisory approval before working overtime. Employees that fail to request and receive advance, supervisory approval for overtime will be subject to the initiation of administrative action against them and may be denied overtime compensation.
7. The Agency will give an employee as much advance notice as possible in making overtime assignments. However, it is understood, that in certain situations operational needs may prevent provision of such notice.
8. First consideration for overtime will be given to qualified volunteers in accordance with the Agency's mission requirements, unless management determines that it would be seriously handicapped in performing its mission or costs would be substantially increased.
9. Supervisors may consider an employee's request to be released from an overtime assignment due to personal hardship. Such request must be submitted in writing with supporting documentation and approved in advance.
10. Call back overtime is a minimum of two hours.
11. Overtime as provided in this Article may be earned in 15-minute increments.

### Section B. Compensatory Time Off

1. Employees, who are exempt from the FLSA, and have a basic rate of pay that exceeds the maximum rate of pay for a GS-10, may be directed to receive compensatory time off in lieu of paid overtime for overtime hours worked, at the discretion of the Agency.
2. Employees, who are exempt from the FLSA, and have a basic rate of pay that is less than the maximum rate of pay for GS-10, will be allowed to earn and use compensatory time off rather than overtime provided the employee requests and receives approval in advance from their

supervisor. However, they may not be directed to receive compensatory time off in lieu of paid overtime for overtime hours worked.

3. Employees who are not exempt from FLSA (non-exempt) will be allowed to earn and use compensatory time off rather than overtime provided the employee requests and receives approval in advance from their supervisor. However, they may not be directed to receive compensatory time off in lieu of paid overtime for overtime hours worked.
4. Any regular compensatory time off not used within 26 pay periods (one year) from the time it was earned or by the time of separation, will be payable at the overtime rate in effect when the compensatory time off was earned. Any compensatory time off for travel not used within 26 pay periods (one year) will be forfeited.
5. Employees will use compensatory time off before annual leave unless the forfeiture of annual leave will occur.
6. Compensatory time off earned under this Article may be used in 15-minute increments.

#### Section C. Time Considered Hours of Work for Travel

1. In limited circumstances, travel time may be considered hours of work for which overtime or compensatory time off is appropriate.
2. The rules on travel hours of work depend on whether an employee is non-exempt or exempt from the Fair Labor Standards Act (FLSA). An employee may determine his or her FLSA status (nonexempt-N or exempt-E) by checking block 35 of their most recent Notification of Personnel Action (SF-50).
3. For additional information, regarding hours of work for travel see the Office of Personnel Management (OPM) Fact Sheet at:

<https://www.opm.gov/policy-data-oversight/pay-leave/work-schedules/fact-sheets/hours-of-work-for-travel/>

#### Section D. Federal Holidays

1. Holiday pay is governed by laws, government-wide rules, regulations, to include 5 C.F.R Part 550, Subpart A and 5 U.S.C, Chapter 61, Subchapter II, and applicable agency policy.
2. Where the Agency requires the services of employees on a designated Federal holiday, the Agency will seek to fill its needs first through qualified volunteers. Where the Agency is unable to fill its needs through qualified volunteers, it may assign the work to other qualified employees.
3. To minimize the impact of assigning employees to work on designated Federal holidays, the Agency will provide seven-calendar notice to affected employees, when possible.
4. The above procedures will be followed, unless the Agency determines that it would be seriously handicapped in performing its mission or costs would be substantially increased.

## **ARTICLE 19 – LEAVE ADMINISTRATION**

### Section A. General

1. Federal employees have a wide array of leave options available to assist in balancing the demands of work and personal needs.

2. The fact sheets found on the Office of Personnel Management (OPM) Website provide the latest information on various topics concerning leave administration for Federal employees:

<https://www.opm.gov/policy-data-oversight/pay-leave/leave-administration/#url=Fact-Sheets>

3. Leave accrual and administration will be accomplished in accordance with all applicable laws and regulations.

4. Leave usage will be charged in 15 minute increments.

### Section B. Requesting Leave

1. It is the employee's responsibility to know their leave balances and to contact the supervisor or appropriate designee when requesting leave approval.

2. All leave requests for over eight hours will be submitted in advance on a completed OPM Form 71, Request for Leave or Approved Absence (OPM 71). Leave requests to use annual leave, earned credit hours, earned compensatory time off and earned compensatory time off for travel for eight or less hours will be submitted in advance in the manner established by the employee's supervisor. All other leave requests in any amount, including sick leave, advanced leave and leave without pay, will be submitted on a completed OPM 71.

3. When an employee needs unscheduled leave, employees will contact their supervisor as soon as possible; but not later than, one hour after their scheduled start time or, for employees working a flexible work schedule no later than the start of core hours. If the supervisor or designee is unavailable, the employee will leave a message indicating the type of leave they are requesting, the length of time requested and a phone number at which the supervisor can reach the employee.

4. Employees are not on approved leave until their supervisor or appropriate designee has approved the request verbally or in writing.

### Section C. Leave Restriction

1. The supervisor will notify the employee, in writing, when leave restriction becomes necessary.

2. During the restricted leave period, the employee is required to support all sick leave requests and all requests for other types of leave in lieu of sick leave, with medical documentation or other administratively acceptable evidence.

3. The initial period of leave restriction will be 90 calendar days, during which the employee's attendance will be monitored and evaluated.

4. At the end of the 90 calendar day period, the supervisor will determine whether sufficient improvement has been made and either remove the restrictions or extend the leave restriction period.

#### Section D. Employment Interviews

1. Supervisor's may excuse employees, without charge to leave or loss of pay, for a reasonable amount of time, in accordance with Section E, to participate in an interview for a position within the U.S. Army Corps of Engineers or when the employee is under notice of separation or change to lower grade for any reason except personal cause. Approval of an employee's request is at the supervisor's discretion. Travel time to the interview may be charged to annual leave, credit hours, or leave without pay.
2. Time spent to participate in interviews, in circumstances other than those above, may be charged to annual leave, credit hours, or leave without pay.

#### Section E. Administrative Leave

1. Where language in this Agreement refers to a potential grant of administrative leave or excused absence to employees, it is with the understanding that Federal law and regulations prohibits any employee from being granted a cumulative total of more than ten workdays (80 hours) of administrative leave in a calendar year.
2. Any provisions that would grant administrative leave beyond the maximum amount of ten workdays (80) hours would be a violation of law and at that point, such leave will no longer be approved even though the employee would otherwise be eligible for the leave.

#### Section F. Religious Observance

To the extent possible, the Agency will apply a liberal leave policy to allow employees to participate in religious observances, provided such leave usage does not interfere with the efficient accomplishment of the Agency's mission.

## **ARTICLE 20 - FAMILY AND MEDICAL LEAVE ACT (FMLA)**

### Section A. Entitlement

1. Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12 month period for the following purposes:
  - a. the birth of a son or daughter of the employee and the care of such son or daughter;
  - b. the placement of a son or daughter with the employee for adoption or foster care;
  - c. the care of spouse, son, daughter, or parent of the employee who has a serious health condition;
  - d. a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her positions; or
  - e. any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
2. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA.
3. Federal employees, that are a covered family member of a service member undergoing medical treatment, recuperation, or therapy, for a serious injury or illness incurred in the line of duty while on active duty, are entitled to take up to 26 weeks of FMLA leave during a single 12-month period to provide care for the service member.

### Section B. Job Benefits and Protections

1. Upon return from FMLA leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.
2. An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee share of the premiums on a current basis or pay upon return to work.

### Section C. Advance Notice and Medical Certification

1. Employees must provide notice of their intent to take leave under the FMLA not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable.
2. Employees requesting FMLA leave for the serious health condition of the employee or to care for an employee's spouse, son, daughter, or parent, who has a serious health condition will submit medical certification. Employees will provide medical certification by submitting a properly completed Department of Labor forms: WH-380E, Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act) or the WH-380F (Certification of Health Care Provider for Family Member's Serious Health Condition (FMLA)).

## **ARTICLE 21 – VOLUNTARY LEAVE TRANSFER PROGRAM (VLTP)**

### Section A. General

Under the Voluntary Leave Transfer Program (VLTP), a covered employee may donate annual leave directly to another employee who has a personal or family medical emergency and who has exhausted his or her available paid leave subject to the applicable laws and regulations. Leave donated under the VLTP will be in increments of one hour.

### Section B. Eligibility Criteria for Leave Recipients

1. Employees are eligible to apply to become a leave recipient under the VLTP when a medical condition of either the employee or the employee's family member is likely to require the employee to be absent from duty for a prolonged period and will result in a substantial loss of income because of the employee's lack of available paid leave.
2. The threshold for "a substantial loss of income" is absence (or expected absence) from duty without available paid leave for at least 24 work hours for a full-time employee.
3. Employees may receive donated annual leave once they become an approved leave recipient.

### Section C. Use of Donated Leave

1. A leave recipient may use donated annual leave only for purposes related to the medical emergency for which the leave recipient was approved.
2. Except for leave in set-aside accounts, a leave recipient will use any accrued annual leave (and sick leave, if applicable) before using donated annual leave.
3. Annual leave transferred under the VLTP to a leave recipient may be substituted retroactively for any period of leave without pay used because of the medical emergency; or used to liquidate an indebtedness incurred by the leave recipient for advanced annual or sick leave used because of the medical emergency.

### Section D. Limitations on Donations

In any leave year, employees may donate not more than one-half of the amount of annual leave that would be accrued during that leave year. Employees with "use or lose" annual leave may donate the lesser of one-half of the amount of their annual leave accrual, or the number of hours in the remainder of the leave year for which, they are scheduled to work and receive pay.

### Section E. Restoration of Unused Donated Annual Leave

1. There is no limit on the amount of donated annual leave a leave recipient may receive from the leave donor(s); however, any unused donated leave will be returned to the leave donor(s) when the medical emergency ends.
2. Any unused annual leave remaining to a leave recipient's credit on termination of the medical emergency will be restored to the annual leave accounts of the donors. Once transferred leave is restored to a leave donor's account, the leave is treated the same as other annual leave in the account and becomes subject to the annual leave "use or lose" carryover limitation. A leave

donor can opt to have this leave restored during the current leave year or the next leave year, or can donate all or part of the leave to another leave recipient.

## **ARTICLE 22 – EMPLOYEE MEDICAL INFORMATION**

### Section A. Agency Right to Request Medical Information

The Parties agree that the Agency has the right to request employee medical information and documentation from the employee to support:

1. an employee requests for the use of sick leave;
2. an employee requests for the use of any type of paid or unpaid leave under the provisions of the Family and Medical Leave Act (FMLA);
3. an employee request for reasonable accommodation; and
4. an employee claim under the Federal Employees' Compensation Act (FECA).

### Section B. Safeguarding Medical Information and Documentation

1. The Parties agree that employee medical information is subject to Privacy Act related restrictions and under the EEOC's regulations at 29 C.F.R. § 1630.14(c)(1).
2. The Agency is required to keep employee medical documentation in a separate file and treat it as a confidential medical record. These requirements apply to all employees regardless of whether the employee is actually an individual with a disability.

### Section C. Disclosure of Information

1. The Parties agree that the Agency is obligated to protect employee medical information and documentation against unauthorized disclosure.
2. The Agency agrees that access to medical information provided by employees in the course of their employment will be restricted to those with a need to know, and all due care will be taken to preserve the employee's privacy.

## **ARTICLE 23 – EMPLOYEE WELLNESS**

### Section A. General

The Parties agree that a healthy employee should be more content and productive and will need to use fewer sick leave hours.

### Section B. Fitness Programs

1. The Agency supports programs involving health promotion, disease prevention, and physical fitness. Employees are encouraged to use non-duty time such as lunch periods to participate in health and fitness activities.
2. To the extent allowed by mission requirements and in accordance with other provisions of this Agreement, supervisors will accommodate requests for flexible work schedules and leave usage in order to permit employees to pursue health and fitness activities.
3. As an incentive for employees to participate in the Agency's Fitness and Health Program, supervisors may permit limited use of administrative leave for individuals to begin a physical fitness program with the expected benefit to the employee being better health and to the organization being enhanced productivity and reduced sick leave usage. The physical fitness activities must also be an integral part of a total fitness program.
4. Subject to the restrictions that prohibit any employee from being granted a cumulative total, of more than 10 workdays (80 hours) of administrative leave in a calendar year, supervisors may approve up to three hours of administrative leave per week for a one-time period of six months, for employees to participate in a formal, physical exercise-training program.

### Section C. Health Services and Preventive Medicine.

1. The Agency will provide occupational health and preventive medicine services through a variety of health delivery services to promote and maintain the physical and mental fitness of employees in relation to their work. Among those services are the following:
  - a. emergency treatment of illness or injury on the job;
  - b. health guidance, counseling, and education;
  - c. periodic testing and/or screening services for the early detection of chronic diseases or disorders; and,
  - d. immunization as may be recommended by public health authorities for various diseases or disorders.
2. Employee participation in these programs is voluntary; however, both the Agency and the Union encourage employee participation.

## **ARTICLE 24 – SURVEYS OF EMPLOYEES**

1. The Agency will provide advance notice of the Agency's intent to survey employees to the Union President/Business Manager.
2. When known in advance, the Agency will also notify the Union when agencies or sources outside of the Kansas City District (e.g. U. S. Army Corps of Engineers Headquarters or Division Offices, or the Office of Personnel Management) intend to survey employees.
3. An advance copy of the survey will be provided to the Union President/Business Manager if the survey is available to the Agency.

## **ARTICLE 25 – SAFETY AND OCCUPATIONAL HEALTH**

### Section A. General

1. The Agency will support and administer a comprehensive Safety and Occupational Health Program that complies with applicable laws, government-wide rules and regulations pertaining to safety and occupational health.
2. The Agency will make every effort to provide and maintain safe and healthful working conditions. The Agency, the Union, and employees share responsibility for working safely.
3. A union representative will be authorized official time to participate in varied activities such as, but not limited to, safety and occupational health inspections, evaluations and surveys, Safety and Occupational Health Employee Committees (SOHEC), Safety and Occupational Health Advisory Council (SOHAC) and mishap investigations.

### Section B. Safety and Occupational Health Inspections, Evaluations and Surveys

1. The Agency will conduct annual safety and occupational health inspections, evaluations and surveys of all District facilities according to applicable laws, policies, and regulations. The Union will be informed of the schedule for annual inspections, evaluations and surveys and will be given an opportunity to accompany the inspectors.
2. The Union will be informed of any inspections conducted by the Occupational Safety and Health Administration (OSHA) under the provisions of 29 C.F.R. Part 1960, and will be given an opportunity to accompany Safety and Health Inspectors during the physical inspection of the workplace.

### Section C. Safety and Occupational Health Employee Committee (SOHEC)

1. The SOHEC will be representative of the workforce within the organization. The number of committee members will be based on the size, safety needs, and diversity of the operations performed by the organization.
2. The Deputy Commander, or his designee, participates on the SOHEC. A representative of the Safety and Occupational Health Office will serve as a non-representational, technical advisor to the Committee.
3. Members of the SOHEC will jointly develop a charter for the SOHEC within a reasonable amount of time following the signing of this Agreement.

### Section D. Safety and Occupational Health Mishap Reporting and Investigations

1. The Agency and Union will require employees to report all mishaps experienced or observed to their immediate supervisor. The Agency assures that no degradation or reprisal will be practiced because of an employee self-reporting a mishap.
2. When the Commander assigns a board of investigation to investigate an employee mishap, the team will include one union member selected by the Union.

### Section E. Safety and Occupational Health Policies

1. In accordance with current federal regulations, the Agency will post and maintain notices informing employees of their obligations and protections.
2. The Agency will provide suitable protective clothing, equipment, and safety devices for employees engaging in activities requiring it, in accordance with current industry standards promulgated by the Occupational Safety and Health Administration (OSHA). Employees will be responsible for the proper use, safeguarding, and maintenance of any such equipment or devices issued to them.
3. Employees will comply with all safety and health standards, rules, regulations, and orders issued by the Agency and will use all safety equipment, personal protective equipment and other devices and procedures provided or directed by the Agency.
4. The Agency and Union will encourage all employees to work safely and to report any observed unsafe or unhealthy conditions to their immediate supervisor. The Safety and Occupational Health Program is a protected activity and the Agency agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for filing a report of unsafe and or unhealthy working condition.
5. Any employee may stop assigned work if he or she has a good faith belief that imminent risk of death or serious bodily harm could result, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The employee will inform the Agency of the situation in the most expedient manner possible. The supervisor and, if available, a union steward or appropriate union representative should attempt to find a safe manner in which to perform the task. If a solution cannot be determined, the situation will be referred to the Safety and Occupational Health Office and the Commander for final determination.

#### Section F. Safety and Occupational Health Training

1. The Agency will provide employees the required safety and occupational health training by competent trainers in accordance with applicable laws, policies, regulations, standards and training guidelines. This training will include all safety and occupational health training identified by known actual and possible hazards and all programs relevant to each worksite such as confined space entry, fall protection, equipment operation, and hazardous energy control.
2. The Agency will ensure that employees that are permitted or required to operate machinery and equipment or to perform work that could cause injury or endanger other employees, are trained, qualified, certified, and/or licensed, in accordance with applicable laws, policies, regulations and standards. The Agency will ensure that trainees permitted to operate machinery or equipment, remain properly supervised until they are qualified to operate all machinery and equipment independently.

#### Section G. Ergonomics Program

1. The Agency recognizes that ergonomic issues may take a toll on the health of our employees and affect negatively on our mission. The Agency will develop and operate an Ergonomics Program in accordance with applicable laws, government-wide rules and regulations. The Agency and the Union will encourage all employees to bring ergonomic issues to the attention of their supervisors.
2. The Agency and the Union agree that studies show that sitting in one position for an

extended period may be hazardous to your health. Studies have shown that desks that have the flexibility to go from sitting to standing can improve employee health, wellness and morale. Subject to budget constraints and design limitations, the Agency will provide a standing desk when requested by an employee.

3. The Union will designate a union official to act as the bargaining unit's point of contact on ergonomic issues. The Agency will provide this union official with a minimum of 40 hours of formal ergonomic training and applicable periodic refresher training. The designated union official will be the union representative on the agency ergonomic committee.
4. Employees may request the designated union official to investigate concerns regarding ergonomic issues. The union official will submit a recommendation or report for each issue investigated to the employee's supervisor, with a copy provided to the employee, and the Ergonomics Committee.

#### Section H. Confined Spaces

1. The Agency will maintain a consolidated list of confined spaces throughout the District with a listing posted, as appropriate, for the work locations throughout the District. The Agency will make this list readily available to all employees and will maintain an updated copy of this list on the District intranet.
2. The Agency will review the consolidated list of all confined spaces at least annually and update it as required by applicable regulations.

#### Section I. Pre-Construction Meetings

1. The ULA Facilities Management Specialist will notify the Union President/Business Manager, via email message, that a meeting is required and will request proposed times and dates that the Union is available to meet.
2. Whenever possible, the ULA Facilities Management Specialist will provide this notice at least ten business days prior to the scheduled start of the work.
3. A description of the work to be performed will be provided in the initial message.

## **ARTICLE 26 – ON-THE-JOB INJURY AND OCCUPATIONAL DISEASE OR ILLNESS**

### Section A. On-the-Job Injury

1. An employee injured at work, may be entitled to injury compensation benefits provided under the Federal Employee Compensation Act (FECA).
2. The Army Benefits Center–Civilian (ABC-C), Injury Compensation Branch administers the Injury Compensation Program. Employees may contact an injury compensation specialist by calling 785-239-9863 or 877-792-7620 or may access information by visiting:

<https://wr.acpol.army.mil/abc/HR/InjuryCompensation.html>

### Section B. Employee Responsibilities

1. Immediately report any work-related injury to your supervisor.
2. If your injury requires medical treatment, obtain care as soon as possible. If you sustain a traumatic injury, you may obtain a Form CA-16, Authorization for Examination and/or Treatment, from your supervisor or the ABC-C, Injury Compensation Branch.
3. File a voluntary claim for benefits Form CA-1 through the Employees' Compensation Operations and Management Portal (ECOMP) with supporting documentation. This can be done from home or work by visiting:

<https://ecomp.dol.gov>

4. To protect your rights to certain benefits, complete the Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, or CA-2, Federal Employee's Notice of Occupational Disease and Claim for Compensation, electronically using ECOMP as soon as possible, but not later than 30 calendar days after your injury.
5. Complete a Form CA-1 if your injury results from a specific event or a series of events during one day or shift. If you develop a condition due to prolonged exposure lasting more than one day or shift, complete a Form CA-2.
6. If you are temporarily unable to work because of your injury, you need to keep your supervisor informed about your medical condition, and return to work as soon as your physician allows you to do so.
7. Light duty assignments may be available if you are not able to perform your regular job, and if so, you must advise your physician of the availability of such assignments.

### Section C. Employee Rights

A union official may represent an employee on any matter pertaining to an on-the-job injury or death, or occupational disease or illness.

## **ARTICLE 27 - EMPLOYEE ASSISTANCE PROGRAM (EAP)**

### Section A. Objective

1. The objective of this program is to assist employees and family members (dependents) develop and maintain healthy work and lifestyle behaviors. Employees and their families will have access to the EAP for personal or career concerns on a wide range of issues including relationship and family problems, depression and emotional distress, job stress, substance abuse, medical concerns, as well as legal and financial issues. Free and confidential appointments via phone or face-to-face appointments with employees provide an assessment of issues, troubleshooting, and referrals when appropriate.
2. The Agency and Union support the objectives of the program and agree to encourage employees, as needed and appropriate, to seek services offered through the EAP.
3. The Agency and the Union recognize that an employee's personal life outside the workplace is not of official concern except when it may adversely affect job performance or reflect discredit upon the organization. When normal supervisory attention does not correct performance or conduct problems, employees should be encouraged to seek program assistance.
4. If the Agency proposes a change to the existing EAP, due to budgeting issues, it will provide notice to the Union and an opportunity to negotiate, to the extent provided for in Chapter 71 of Title 5 of the U.S. Code, prior to making any change.

### Section B. Confidentiality

1. Employee participation in the EAP will be strictly confidential. All records and discussions of personal problems will be handled in a confidential manner unless the employee threatens to harm himself/herself or others, divulges information such as evidence of child abuse or illegal drug use, or any other situations where release is required by law.
2. EAP records pertaining to individual employees will be kept confidential by the program provider and will not be released to, or maintained by, the Agency or made part of the employee's medical records or official personnel file.
3. Counseling records and information from employee visits to EAP may be released to the Agency with the employee's written consent. Such records will be kept in a confidential manner consistent with applicable laws and regulations.
4. The EAP Counselor or provider will provide periodic reports of continued progress and attendance to the Agency's representative where the employee's continued employment or a disciplinary or adverse action depends on his or her successful completion of a program and the employee has thus given such permission.

### Section C. Relationship to Disciplinary Actions

The Parties mutually recognize that EAP may assist employees in addressing the causes of absenteeism, misconduct, and unacceptable performance. The Union encourages the Agency to consider an employee's voluntary enrollment and successful completion of an EAP treatment program when taking administrative action.

#### Section D. Leave During Duty Hours

1. Subject to the restrictions, which prohibit any employee from being granted a cumulative total of more than ten workdays (80 hours) of administrative leave in a calendar year, the Agency may authorize an excused absence for an employee's initial EAP consultation for a specific personal or work-based problem.
2. Thereafter, the employee will provide reasonable advance notice to her or his supervisor of a need for EAP leave, in the same manner required for a sick leave request. Such leave requests will be approved or disapproved on the same basis as sick leave that necessitates absence from work. Approval or disapproval will be documented on the OPM Form 71, Request for Leave or Approved Absence, and a copy will be provided to the requesting employee. In accordance with Section B above, the employee need not provide further details to the Agency.
3. Absences during duty hours for counseling, assessment, rehabilitation, or treatment may be charged against the employee's accrued sick leave, annual leave, credit hours, compensatory time off or leave without pay, in accordance with leave regulations and this Agreement.

## **ARTICLE 28 – DISCIPLINARY AND ADVERSE ACTIONS**

### **Section A. General Provisions**

1. Formal disciplinary and adverse actions include a letter of reprimand (LOR), suspension (from duty and pay, including indefinite suspensions), reduction in grade or pay, and removal from Federal service. The parties agree that actions taken will be timely, will promote the efficiency of the Service and will be consistent with applicable laws, government-wide rules and regulations.
2. The Agency will consider discussing the issue-giving rise to the need for discipline with the employee prior to issuing a LOR or proposal notice. Employees are entitled to union representation during investigatory discussions and may elect to have a union representative present during this discussion.
3. When the determination is made to propose a disciplinary or adverse action, the supervisor should inform the employee of the intent to issue the formal notice prior to meeting with the employee, so the employee may obtain union representation.

### **Section B. Letters of Reprimand**

1. A LOR will be issued in writing, citing the specific reasons for issuance, the appropriate grievance rights, and will include a warning that future misconduct may result in more severe disciplinary action. The LOR will be made a matter of record and placed on the temporary side of the employee's official personnel file (OPF) for a period of one to three years and will be removed at the end of the stated retention period.
2. Any LOR overturned because of a grievance or other authority will be removed from all official personnel records. The LOR may also be withdrawn prior to the end of the retention period upon a determination by the initiating supervisor that the behavior is sufficiently corrected and the LOR has served its purpose or upon the employee's separation from the Department of the Army.

### **Section C. Suspension, Reduction in Grade or Pay, and Removal Actions**

1. Advance, written notice of the proposed action will be provided to the employee and will include information regarding:
  - a. the specific reason(s) for the proposed action;
  - b. the employee's right to be represented by the Union or other representative of their choice;
  - c. the employee's right to answer orally, in writing or both;
  - d. the employee's right to review and obtain a copy of the materials relied upon to support the reasons for the proposed action;
  - e. the employee's right to have the deciding official consider any medical condition which may contribute to a conduct, performance or leave problem;
  - f. the employee's right to a reasonable amount of official time to review the material relied upon and to prepare their reply;

- g. the name of the deciding official to whom the reply is to be made; and
  - h. the employee's right to a written decision.
2. The written notice will be issued at least 21 calendar days prior to the effective date of any imposed suspension of 14 calendar days or less and at least 30 calendar days in advance for more severe actions.
3. The Agency will designate an official to hear the employee's oral reply, who has the authority either to make or recommend a final decision on the proposed adverse action. The Agency will consider using a separate management official as the proposing official and deciding official. In such circumstances, the Agency will consider having the first-line supervisor issue proposed actions with decisions issued by the second-level supervisor; however, the Agency may elevate the proposing or deciding official on any action to a higher-level supervisor or their designee.
4. When requested in writing by the employee or their designated representative, the Agency will provide a copy of the materials relied upon within five calendar days of the date the request is received.
5. The employee will be given 18 calendar days to respond either, orally, in writing, or both prior to a decision. Upon written request by the employee or their designated representative, an extension of time to reply may be granted at the discretion of the deciding official, if the request is submitted prior to the expiration of the employee's reply period. Any request for a meeting to present an oral reply will be submitted to the deciding official identified in the notice within seven calendar days of the employee's receipt of the written notice.
6. If the employee wishes the deciding official to consider any medical documentation regarding a medical condition, the employee will provide such medical documentation within the time limits allowed for their reply. Such medical documentation will comply with the requirements of 5 C.F.R. § 339.104. The deciding official may extend the time allowed to the employee to furnish medical documentation. To request an extension, the employee is required to submit a written request for an extension prior to the expiration of the employee's reply period that explains the reason for delay and the date the employee expects to be able to provide the information.
7. The deciding official will issue a final written decision within a reasonable timeframe after the receipt of the employee's written and/or oral reply or after the expiration of the reply period if an employee chooses not to make a reply. The deciding official may sustain or mitigate the proposed penalty to a lesser penalty.
8. The written decision will contain:
- a. the decision on the proposed action and effective date, if any;
  - b. the basis for the decision, to include addressing relevant information raised by the employee or his/her representative in the reply or replies, if any;
  - c. the consideration given to the employee's service, prior disciplinary record, and other relevant factors; and

- d. any applicable grievance and appeal rights.
9. Where the Union is designated as the employee's representative in the action, the employee has consented in writing to the release of the decision to the Union and the law does not otherwise prohibit the disclosure, the written decision will be issued to the employee with a copy issued to the Union.
10. All suspension, reduction in grade or pay, and removal actions will be documented on a Standard Form 50, Notification of Personnel Action, which becomes a permanent document in the employee's OPF.

#### Section D. Crime Provision

1. In cases of proposed removal or suspension, including an indefinite suspension, where the Agency has reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the timeframes elsewhere in this Article will not apply.
2. The "crime provision" of 5 U.S.C. § 7513(b)(1) allows the 30-day advance written notice period prior to effecting an adverse action to be shortened so that expeditious action may be taken when appropriate.
3. When the crime provision is invoked by the Agency, the employee will be given written notice of the proposed action at least seven calendar days in advance of the action and will be afforded the right to make an oral and/or written reply in response to the proposed action prior to a decision. The employee's reply or replies will be submitted within seven calendar days of the employee's receipt of the proposed action.

#### Section E. Grievance and Appeal Rights

1. LORs and decisions to suspend an employee from duty or pay for 14 calendar days or less are not appealable to the Merit Systems Protection Board (MSPB) but may be grieved in accordance with the negotiated grievance procedures.
2. More severe actions (e.g. decisions to suspend an employee from duty or pay for more than 14 calendar days, removal from Federal service; or a reduction of an employee's pay or grade) may be grieved in accordance with the negotiated grievance procedures or appealed to the MSPB, but not both.
3. Proposed actions may not be grieved or appealed.

## **ARTICLE 29 – PERFORMANCE MANAGEMENT**

### Section A. General

1. The Agency and the Union recognize the need for a performance management system to promote good morale, employee accountability, and high performance to ensure the effective and efficient accomplishment of the Agency's mission and the efficiency of the Federal service.
2. The objective of the Department of Defense (DoD) Performance Management and Appraisal Program (DPMAP) is to provide a fair, credible, and transparent means of developing a results oriented performance culture that links bonuses and other performance based actions to an employee's achievement of organizational goals.
3. Each employee's written performance plan will consider the employee's input, if any, and clearly communicate performance expectations and the standards by which the employee's performance will be measured.

### Section B. Procedures

This Agreement incorporates the DPMAP and any future revisions required by laws, government-wide rules and regulations or Army regulations.

### Section C. Performance Plan Development

1. The performance plan will clearly document for each employee how the expected outcomes and results are linked to the organization's goals and objectives and how the employee's performance will be measured throughout the appraisal cycle.
2. The performance plan includes the employee's performance elements and performance standards for the appraisal cycle. Changes to mission, organizational goals, work unit priorities, or assigned duties that occur during the appraisal cycle may necessitate revisions to the performance plan.
3. Performance elements describe the expectations related to the work being performed. All performance elements must be critical elements and clearly align to organizational goals.
4. Performance Standards describe how the requirements and expectations provided in the performance elements are to be evaluated. Performance standards must be written at the "fully successful" level and should include specific, measurable, achievable, relevant and timely criteria, which provide a framework for developing effective results and expectations.

### Section D. Fixed Rating Period

The rating period is 1 April through 31 March of each calendar year.

### Section E. Performance Discussions

1. Supervisors will meet with individual unit employees to conduct the initial performance discussion within 30 calendar days of the beginning of the rating period or the employee's assignment to a new position. The supervisor and employee will discuss the rating chain, the work being performed, the expected outcomes, and the standards by which the employee's performance in each established element will be measured and how these are linked to meeting

organizational goals.

2. Performance discussions are intended to foster a culture of high performance. Supervisors and employees should engage in two-way performance feedback in a minimum of three documented performance discussion during the rating period. However, either the employee or the supervisor may request additional performance discussion between the initial, mid-point and the final evaluation. Upon a request to meet for a performance discussion, neither the employee nor supervisor may refuse. Anytime an employee's performance is not meeting established standards, the supervisor will initiate appropriate actions to assist the employee in improving their performance and at a minimum, will schedule quarterly performance discussions to provide feedback. A performance plan is a flexible, living document and should be reviewed and discussed throughout each appraisal cycle. Plans may be modified as organizational goals and priorities or employee responsibilities change.
3. Mid-point performance discussions will be conducted at approximately six months into the rating period. If the rating period is less than the normal rated period (12 months), the progress review should be conducted at mid-point. During the review, the supervisor and employee will discuss job requirements, performance level, and examples of excellence. Any deficiencies in the employee's performance will be identified and discussed, with appropriate remedies reviewed and explained.

#### Section F. Appraisals

1. Employees who perform under an approved performance plan for a minimum of 90 calendar days must be rated based on the period of demonstrated performance.
2. Employees will be afforded the opportunity, but it is not mandatory, to provide written input of significant contributions in support of the elements and standards following the end of the rating period. Accomplishments will be documented in the MyPerformance appraisal tool and considered by the rating chain.
3. Employees will be provided with appraisals no later than 60 calendar days from the end of the rated period.

#### Section G. Reconsideration of a Performance Appraisal

1. Employees may seek reconsideration of issues related to the performance appraisal process (e.g. individual performance element ratings or ratings of record) through the negotiated grievance procedures.
2. Employees may not challenge the contents (e.g. performance elements or standards) of their performance plan and decisions to grant or not grant a performance award or quality step increase through the grievance procedures.

## **ARTICLE 30 – PERFORMANCE-BASED ACTIONS**

### Section A. General

1. An employee whose performance fails to meet established performance standards in one or more critical elements of the employee's performance plan, may be subject to denial of a within grade increase (WIGI), reduction-in-grade or removal.
2. This Article only applies to employees who have completed their probationary or trial period and who are not serving under a time-limited appointment.

### Section B. Denial of Within-Grade Increase (WIGI)

1. The decision to grant or deny a WIGI is based on an employee's most recent rating of record within the WIGI waiting period. When the rater determines that an employee's performance level has declined below a fully successful level since the last rating of record was issued, the rater will prepare a more current rating of record and provide it to the employee.
2. The rater will also provide written notice of the decision to deny the WIGI to the employee. The notice will state the critical element(s) that the employee has failed to perform at a fully successful level and will include examples of the less than successful performance. The notice will also include information regarding what the employee must do to bring his or her performance up to the fully successful level and will advise the employee of the appropriate reconsideration rights.
3. The WIGI may be granted once the employee's performance improves to the fully successful level and a new rating has been issued and processed.

### Section C. Performance Improvement Plan (PIP)

1. If the employee's performance begins to decline, at any time during the rating period, the supervisor will make a reasonable effort to assist the employee in improving his or her performance. When an employee's performance level declines to the unacceptable level, the supervisor will initiate appropriate action to address the employee's unacceptable performance, which will include providing a PIP and a reasonable opportunity period for the employee to improve performance prior to initiating adverse action proceedings under 5 C.F.R., Part 432. The written PIP will include:
  - a. identification of the critical element(s) for which performance is unacceptable;
  - b. specific examples of how the employee's performance is unacceptable; information regarding what the employee must do to bring his or her performance up to a successful level;
  - c. assistance that the supervisor will provide to the employee to aid in his or her performance improvement (e.g. training, frequent counseling, closer supervision); and,
  - d. a statement that the employee must bring his or her performance up to the fully successful level within the specified opportunity period (typically 30 to 90 calendar days).
2. If the employee's performance improves to the fully successful level during the PIP period, and no adverse action is to be taken, written notification will be provided to the employee.

3. If an employee has performed acceptably for one year from the beginning of an opportunity to demonstrate acceptable performance (in the critical element(s) for which the employee was afforded an opportunity to demonstrate acceptable performance), and the employee's performance again becomes unacceptable, the Agency will afford the employee an additional opportunity to demonstrate acceptable performance, before determining whether to propose a reduction in grade or removal.

#### Section D. Performance-Based Adverse Action Procedures

1. Advance, written notice of the proposed action will be provided to the employee and will include information regarding:
  - a. the critical element(s) of the employee's position involved in each instance of unacceptable performance, an explanation of how the employee failed the critical element(s) identified in the employee's PIP, and specific instances of unacceptable performance by the employee on which the proposed action is based;
  - b. the employee's right to be represented by the Union or other representative of their choice;
  - c. the employee's right to answer orally, in writing or both;
  - d. the employee's right to review and obtain a copy of the materials relied upon to support the reasons for the proposed action;
  - e. the employee's right to have the deciding official consider any medical condition which may contribute to a performance;
  - f. the employee's right to a reasonable amount of official time to review the material relied upon and to prepare their reply;
  - g. the name of the deciding official to whom the reply is to be made;
  - h. The employee's right to a written decision.
2. The written notice will be issued at least 30 calendar days in advance.
3. The Agency will designate an official to hear the employee's oral reply, who has the authority either to make or recommend a final decision on the proposed adverse action. Unless the proposed action is issued by the District Commander, the written decision will be issued by a management official in a higher level position than the person who proposed the action
4. When requested in writing by the employee or their designated representative, the Agency will provide a copy of the materials relied upon within five calendar days of the date the request is received.
5. The employee will be given 18 calendar days to respond either orally, in writing, or both prior to a decision. Upon written request by the employee or their designated representative, an extension of time to reply may be granted at the discretion of the deciding official, if the request is submitted prior to the expiration of the employee's reply period. Any request for a meeting to present an oral reply must be submitted to the deciding official identified in the notice within seven calendar days of the employee's receipt of the written notice.

6. If the employee wishes the deciding official to consider any medical documentation regarding a medical condition, the employee will provide such medical documentation within the time limits allowed for their reply. Such medical documentation will comply with the requirements of 5 CFR § 339.104. The deciding official may extend the time allowed to the employee to furnish medical documentation. To request an extension, the employee is required to submit a written request for an extension prior to the expiration of the employee's reply period that explains the reason for delay and the date the employee expects to be able to provide the information.
7. The deciding official will issue a final written decision within a reasonable timeframe after the expiration of the advance notice period.
8. The written decision will contain:
  - a. the decision on the proposed action and effective date, if any;
  - b. the basis for the decision, to include addressing relevant information, if any, raised by the employee or his or her representative in the reply or replies; and
  - c. any applicable grievance and appeal rights.
9. Where the Union is designated as the employee's representative in the action, the employee has consented in writing to the release of the decision to the Union and law does not otherwise prohibit disclosure, the written decision will be issued to the employee with a copy issued to the Union.
10. All reduction-in-grade or removal actions will be documented on a Standard Form 50, Notification of Personnel Action, which becomes a permanent document in the employee's official personnel file.

#### Section E. Extension of Time Limits

The Agency, in its sole discretion, may extend the time limits set forth in this Article, when the Agency determines that a longer period is necessary to provide sufficient time to evaluate an employee's performance.

#### Section F. Grievance and Appeal Rights

1. Reduction-in-grade or removal actions may be grieved in accordance with the negotiated grievance procedures or appealed to the MSPB, but not both.
2. Proposed actions may not be grieved or appealed.

## **ARTICLE 31 - FITNESS FOR DUTY EXAMINATIONS**

### **Section A. Scope**

1. The Agency may request an employee to undergo a medical examination in order to acquire the necessary medical documentation to evaluate a medical condition, which may affect the safe and efficient performance of the employee's position.
2. When the Agency orders or offers a medical examination under the provisions of 5 C.F.R., Part 339 and this Article, the employee will be advised in writing of the reasons for the medical examination and the consequences of his/her failure to cooperate.
3. Results from this examination which identify condition(s) that impact upon an employee's performance or ability to perform his/her duties in a safe and efficient manner may result in the Agency providing reasonable accommodation, making a change in duty assignment, or effecting termination.

### **Section B. Advance Notice**

1. The Agency will provide the employee with advance notice that the Agency is offering or directing the employee to undergo a medical evaluation or examination.
2. The notice will:
  - a. set forth the specific reasons for the evaluation or examination and the general scope and character of the evaluation or examination;
  - b. state that the medical evaluation or examination may be performed by an agency - designated physician or appropriate practitioner or offer the employee the opportunity to submit the necessary medical documentation from his/her personal physician or practitioner;
  - c. inform the employee that costs associated with an ordered or offered medical evaluation or examination will be borne by the Agency in accordance with 5 C.F.R., Part 339;
  - d. state that the employee, normally within seven calendar days, will inform the Agency in writing of acceptance of the Agency designated physician or practitioner or the employee's efforts to obtain the necessary medical documentation from the employee's personal physician or practitioner;
  - e. advise the employee of the right to request union representation;
  - f. designate the official to whom the medical documentation will be submitted;
  - g. include a copy of the employee's position description; and,
  - h. advise the employee of the consequences of failure to cooperate.

### **Section C. Medical Examiner**

The physicians will be state board certified in the State in which they are practicing. The Agency will make designations as to the examining physician or practitioner in accordance with 5 C.F.R., Part 339.

#### Section D. Copies of Documents

1. The Agency will provide an employee who undergoes an agency directed or offered evaluation or examination, copies of documents not specifically prohibited by applicable laws, government-wide rules and regulations.
2. Upon request, copies of medical documentation from the medical evaluation or examination by the agency's physician or practitioner will be submitted to the employee's personal physician or practitioner.

## **ARTICLE 32 - REDUCTION-IN-FORCE (RIF) AND OUTPLACEMENT ASSISTANCE**

### Section A. General Policy

1. The Parties recognize that our civilian workforce is one of our most important assets. There are times, however, when difficult decisions that affect our civilian employees are necessary. It is imperative that such decisions result in our continued ability to best execute our mission.
2. When circumstances necessitate a RIF, we must ensure that we retain our highest performing employees. Any RIF will be conducted in accordance with Section 1597 of Title 10, U.S. Code and applicable Department of Defense (DoD) Policies and Procedures for Reductions in Force in the Civilian Workforce to ensure that employee performance is the primary retention factor.

### Section B. Notification

1. The Agency will notify the Union of any RIF or RIF conducted in connection with a transfer of function as far in advance of notification to affected employees as possible. The Agency will comply with all notification provisions set forth in 5 C.F.R., Part 351, subpart H.
2. The Union notice will furnish information including the competitive levels initially affected, the number of employees involved, the proposed effective date, and the reasons for the action.
3. The Agency agrees to work cooperatively with the Union and involve the Union throughout the RIF process and will consider the Union's comments and suggestions; and negotiate appropriate agreements or settlements.

### Section C. Procedures

1. The Agency will take all possible actions to lessen the adverse impact on employees affected by a RIF or RIF conducted in connection with a transfer of function. All efforts will be made to secure continuing employment for involved employees.
2. As soon as the RIF or RIF in connection to a transfer of function is announced, the Union and the Agency will jointly encourage all employees to review their official personnel file to ensure their records are up-to-date. Affected employees may inspect regulations and records pertinent to their cases.
3. The Union and the Agency will meet and work together to ensure the following actions are taken to provide the effective placement and ensure eligibility for re-promotion of personnel affected by a RIF or RIF conducted in connection with a transfer of function:
  - a. Restructure positions to the maximum extent possible to enable adversely affected employees to fill positions.
  - b. If an employee being separated does not meet the minimum qualifications for a vacant position, but can obtain the specialized skills and abilities to perform the duties of that position in a satisfactory manner within a 90 calendar day period, the employee may be placed in the position.
  - c. Allow adversely affected, qualified employees to fill vacancies outside their competitive level after placement within their own competitive level has been completed.

4. The Agency agrees to furnish the Union, upon request and as it becomes available, with all proposed RIF restructuring and staffing plans and retention registers.
5. The Agency will review all existing and newly created vacancies, in accordance with applicable laws and regulations, during the life of the RIF to determine if there is a potential placement opportunity for qualified employees adversely affected by the RIF. The Agency will impose a placement restriction on all potential placement positions for as long as necessary, unless a position is deemed mission critical by the District Commander.

#### Section D. Agency Outplacement Assistance

Individual employees affected by RIF or RIF conducted in connection to a transfer of function will be counseled and provided information and assistance on eligibility for voluntary or mandatory registration in priority placement programs, other incentive programs, and other Agency outplacement avenues. The Agency and the Union will also encourage employees to utilize counseling and other services provided by the Employee Assistance Program (EAP).

## **ARTICLE 33 - CONTRACTING OUT**

### Section A. Policy

It is the policy of the Agency to consult openly and fully to the extent possible and to negotiate where appropriate with the Union regarding contracting out. The Parties to this Agreement recognize that the Agency is governed by laws, government-wide rules and regulations, Army and Agency regulations regarding contracting out and that the basic rights and responsibilities for both Parties are contained in those regulations.

### Section B. Initiation of Competition

When the Agency receives notification that an in-house function will receive a cost comparison analysis, the Union will be notified immediately of:

- the activities and full time equivalent (FTE) positions to be competed;
- whether the Agency intends to use a streamlined or standard competition; and
- the preliminary competition and completion schedules.

The Agency will also identify the Agency's designated Agency Tender Official, Contracting Officer (CO), Performance Work Statement (PWS) leader, and Human Resource Advisor (HRA). At a minimum, the HRA will perform the following:

- identify adversely affected employees;
- interface with directly affected employees (and their representatives) from the date of public announcement until full implementation of the performance decision;
- accomplish employee placement entitlements in accordance with 5 C.F.R. Part 351 (reduction-in-force procedures);
- provide post-employment restrictions to employees;
- determine agency priority considerations for vacant positions and establish a reemployment priority list(s) in accordance with 5 C.F.R. Part 330; and,
- provide the CO with a list of the agency's adversely affected employees, as required by this attachment and FAR 7.305(c) regarding the right of first refusal for a private sector performance decision.

### Section C. While Competition Is Ongoing

The Agency will post a preliminary draft of the invitation for bids or request for proposals for public review and comment, and provide a copy to the Union for review and comment. The Agency agrees to seriously consider the views and recommendations of the Union on the draft before issuing the final PWS, invitation for bids, or request for proposals for competition. The Union will be provided with a copy of the final solicitation. After the invitation for bids or request for proposals is released for competition, every 30-calendar days or as appropriate, the Agency and the Union will meet face-to-face to discuss the progress of the process.

### Section D. Contests - Appeals

In accordance with OMB Circular A-76, Para 5(g), noncompliance with A-76 procedures does not create a substantive or procedural basis to challenge agency action or inaction. However, any directly interested party, including the Union, may contest a solicitation, cancellation of a solicitation, a determination to exclude a tender or offer from a standard competition, a performance decision, including but not limited to compliance with applicable costing provisions,

termination or cancellation of a contract or letter of obligation if the challenge contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the performance decision. A "contest" is conducted pursuant to FAR Subpart 33.103.

#### Section E. Minimizing Impact on Employees

The Agency agrees to take all possible actions to minimize the impact on employees when an in-house function is converted to contract work. Affected employees will be reassigned and/or retrained to the maximum extent possible. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires. The Agency will ensure that the standard clause at FAR Subpart 52.207-3 is included in any A-76 competition, notifying potential offerors of the right of first refusal of Federal employees adversely affected by a decision to convert to contract performance.

#### Section F. Contract Documentation

The Agency will provide the Union with a copy of awarded contract(s) or any final contractual documentation provided to the Agency by the Contracting Officer.

## **ARTICLE 34 – USE OF OFFICIAL TIME**

### Section A. General

This Article provides guidance and direction concerning the use of official time for bargaining unit members designated by the Union as officers and stewards to perform representational functions as allowed under Federal laws, government-wide rules and regulations.

### Section B. Use of Official Time

1. Designated Union Officers and stewards will be permitted to use official time during duty hours without loss of leave or pay, in amounts that are reasonable, necessary and in the public interest. However, employees performing authorized representational functions will spend the clear majority of their duty hours performing the assigned duties of their Federal position. Union officials are not required to use personal time to represent employees.
2. Each union official is responsible for requesting and receiving authorization before using official time, except where obtaining prior approval is impracticable. A union official seeking to use official time will submit a written request by email to the Labor Management and Employee Relations Specialist (LMER) with the first-level supervisor being copy furnished. The request will provide an estimate of the time required (e.g. one hour from 1400 – 1500), the specific purpose of the request with sufficient detail to identify the tasks the employee will undertake (e.g. to represent a bargaining unit employee at an investigatory interview), and where the union official may be contacted, should it be necessary. The LMER will review the request and advise the supervisor, if the purpose is a representational function and whether the amount of official time requested is reasonable.
3. The supervisor will review the request and consider the input of the LMER and respond to the requesting employee by email documenting one of the following:
  - a. approval of the request to use of official time if it does not adversely affect the mission and operational requirements;
  - b. request to make an alternative arrangement if mission requirements would be adversely affected; but, the supervisor believes a modification to the request will permit the use of the requested time; or
  - c. deny the requested time if it would adversely affect the mission and no alternative arrangement is viable.
4. The union official will use the labor code assigned to them by the Agency and will accurately report the time used on their time and attendance reports. Additionally, the employee will insert the appropriate code in the ENV/HZ/OTH section to record the purpose for which the time was used:
  - a. BA: TERM NEGOTIATIONS: official time used to prepare and negotiate a basic collective bargaining agreement or its successor.
  - b. BB: MIDTERM NEGOTIATIONS: official time to bargain over issues raised during the life of the term agreement.
  - c. BD: GENERAL LABOR RELATONS MATTERS: official time for meetings between labor

and management officials to discuss general conditions of employment, union representation at committee meetings, labor relations training and union participation in formal meetings and investigative interviews.

d. BK: GRIEVANCES AND APPEALS (Dispute Resolution): official time to process grievances up to and including arbitration and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA and EEOC and, as necessary to the courts.

5. The following functions, including but not limited to, are appropriate for the authorization of official time:

- a. receipt and investigation of employee complaints;
- b. representing the Union in investigatory interviews between Agency representatives and employees;
- c. representing the Union in formal discussions involving personnel policies, practices, conditions of employment, or grievances between bargaining unit employees and agency representatives;
- d. representing the Union on approved committees authorized by this Agreement;
- e. attending training authorized by this Agreement, mutually agreed upon training, and Union sponsored training;
- f. preparing employee grievances and appeals, preparing Union grievances, and presenting grievances at any step of the negotiated grievance procedure;
- g. preparing for arbitration hearings, representing an employee or the Union at an arbitration hearing, or appearing as a witness at an arbitration hearing;
- h. when designated as the employee's representative, assisting an employee in preparing a response to a proposed disciplinary or adverse action, including reconsideration of a denied with-in-grade increase or rating of record and accompanying the employee when presenting a reply to a proposed disciplinary or adverse action, or to present the reply for the employee;
- i. representing an employee in appeal hearings covered by statutory procedures; or
- j. observing a grievance settlement where the Union is not the employee's representative but is there to protect the interest of the bargaining unit;

#### Section C. Travel in Conjunction with Representational Duties

Reimbursement for travel expenses may be considered by the Agency for business that is mutually beneficial to the Agency and Union. Reimbursement for expenses incurred in performing union representational functions will be paid by the Agency when required by Federal laws, government-wide rules and regulations.

#### Section D. Internal Union Business

Upon the Union's written request and with advanced approval, the conduct of internal union

business, such as attending union meetings, soliciting membership and posting or distributing union literature, may be authorized in a work area, absent any disruption to the Agency's operations. Any employees participating in such activities during duty hours, including employees being solicited for membership, will be in a non-duty status (e.g. non-paid lunch period). Upon request, the Agency will provide the Union with tables, bulletin boards, and easels for use in such drives, so long as doing so does not result in any additional costs to the Agency.

#### Section E. Preventing Unlawful or Unauthorized Expenditures

Any employee who uses official time without advance written authorization required by this Article, or for purposes not specifically authorized by the Agency, will be considered absent without leave (AWOL) and subject to appropriate disciplinary action. Repeated misuse of official time may constitute serious misconduct that impairs the efficiency of the Federal service and will be subject to appropriate disciplinary action.

## **ARTICLE 35 - USE OF OFFICIAL FACILITIES AND SERVICES**

### **Section A. Use of Facilities and Services**

1. The Agency agrees to provide the Union with one parking space and an office space with utility services in the district office. The lock on the Union's inner office will be off the master key for the floor; with the understanding that it will not preclude the Agency from exercising its 5 U.S.C. § 7106(a)(1) right to determine its internal security by completely barring Agency access to this space.
2. The Union may use agency owned phones and copy machines for printing, scanning, copying and facsimile transmission of items of mutual interest.
3. The Union may request office furnishings and equipment. Upon request, the Agency will supply them, if available from the Agency's excess property.
4. The Union may have two bulletin boards on each floor in the district office and a 12" x 18" bulletin board space at district field offices. Bulletin board access will not be blocked or used for agency postings. Costs associated with the maintenance of these bulletin boards will be borne by the Union.
5. Upon request, the Agency may allow the use of conference room space, provided a room is available.
6. The Union agrees and understands that it cannot conduct internal union business during the Agency's operating hours. Additionally, the Union agrees to protect and conserve all Government property made available for its use and it will not use or allow the use of such property for other than authorized purposes.

### **Section B. Communications**

1. The Union may use Agency owned computers and email to communicate with bargaining unit employees, and may establish a SharePoint (or equivalent) Web page on the District's Intranet site to post information relevant to the bargaining unit.
2. The Agency will provide telephone service for the union office with access to long distance service, voicemail, conference call capability and facsimile capability.
3. Any use of Agency phones, computers, email, or other electronic media is strictly limited to communications permitted under the Federal Labor-Management Relations Statute. All use and postings of any materials will comply with district policies and other applicable laws, regulations and policies.

### **Section C. Copies of Agreement**

The Agency will post a link to this Agreement under the "District Information and Policies" tab on the District's Intranet page.

## **ARTICLE 36 - VOLUNTARY ALLOTMENT OF UNION DUES**

### Section A. Payroll Deduction

The Agency will deduct Union dues from the pay of employees in the bargaining unit, subject to the following provisions:

1. The Union agrees to procure Standard Form (SF)-1187's "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues" "and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.
2. The Union President/Business Manager or other authorized Union Officer will certify on each SF-1187 that the employee is a member in good standing of the Union, insert the amount to be withheld, and submit completed SF-1187 to the payroll liaison clerk of the activity.
3. The Union President/Business Manager or other authorized officer of the Union will notify the Defense Finance and Accounting Service (DFAS) when the Union's dues structure changes. The change will be effected at the beginning of the first full pay period after receipt of such notice. Such a change may not be effected more than twice in a 12-month period.
4. Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187 by the payroll liaison clerk.
5. The Union will promptly notify the payroll liaison clerk, in writing, when a member is suspended or expelled by the Union. Upon notification, the Agency will take action to terminate the affected employee's dues deduction.
6. The Agency agrees to have DFAS prepare a remittance check or electronic funds transfer (EFT) at the close of each pay period for which deductions are made and forward it to the Union's designated banking institute. The check or EFT will be for the total amount of dues withheld for that pay period.
7. The Union President/Business Manager will immediately notify DFAS in writing of any change in the name and/or address of the Union's designated banking institute.
8. The Agency will facilitate DFAS submittal of an alphabetical listing of the members and amounts withheld at the end of each pay period to the Union's Secretary/Treasurer, or designee.

### Section B. Revocation

A member may voluntarily revoke an allotment for the payment of union dues by filling out a SF-1188, "Revocation of Voluntary Authorization of Compensation for Payment of Employee Organization Dues," and submitting it directly to the payroll liaison clerk or designee. Revocation will become effective as of the first full pay period following the employee's anniversary date on which the employee's SF-1187 was certified. The payroll liaison clerk will provide the Union appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

## **ARTICLE 37 – PARKING AND PUBLIC TRANSPORTATION**

1. The Agency agrees to follow laws, government-wide rules and regulations concerning allocation of parking spaces.
2. In order to promote a better parking situation for employees and better environmental outcomes, emphasis will be placed on the availability of more carpool spots and on promoting public transportation and the Mass Transit Benefit Program.

## **ARTICLE 38 – SMOKING**

1. All indoor smoking in Agency owned or leased space is prohibited. Smoking is also prohibited in Government owned, rented, or leased vehicles, and in courtyards on General Services Administration controlled properties.
2. Where such matters are within the control of the Agency, smoking will be permitted in designated outdoors areas only, at least 25 feet away from any entry to the workplace.

## **ARTICLE 39 - TRAVEL AND TEMPORARY DUTY**

### Section A. General

The Agency and the Union recognize that accomplishment of the Agency's mission may require employees to travel away from their official duty station in the performance of work. However, assignments that require employee travel will be made in accordance with laws, government-wide rules and regulations, the Joint Travel Regulations and applicable regulations and policies of the District or higher-level authority. Employee entitlements and reimbursements incident to authorized travel will also be made in accordance with these same laws and regulations.

### Section B. Scheduling

The parties agree that such travel should be arranged and scheduled to minimize the adverse effect of such travel on employees. If administratively controllable and/or unless mission requirements dictate otherwise, travel will be scheduled during an employee's basic workweek. When it is necessary that travel be performed during non-duty hours, the employee will be compensated if such travel constitutes hours of work under applicable laws, government-wide rules and regulations.

### Section C. Mode of Travel

Where mission requirements permit a choice of mode of travel (train, air, bus, privately owned vehicle (POV), or other authorized means of transportation), employees may exercise this choice if such choice will not delay the mission. Selection of a mode of transportation other than that selected by the Agency or on a departure date other than that selected by the Agency may affect individual travel and per diem reimbursement; as well as, any overtime entitlements when constructive travel computations are required in accordance with appropriate regulations.

### Section D. Government Credit Card for Travel

Employees who travel, regardless of frequency, unless otherwise exempt, are expected to participate in the government-wide use of government credit card for travel. Employees should understand that if they do not elect to participate in the credit card program, they may not receive an advance prior to traveling.

### Section E. Official Duty Station

The local area is established as follows:

1. The Kansas City Local Area includes: Wyandotte and Johnson Counties in Kansas and Clay, Jackson and Platte Counties in Missouri.
2. Employees with duty stations on military installations will use the area established by the Installation Commander.
3. The local area for lake projects and other offices operated by the Kansas City District, include the county or counties where the project or facility is located.

## **ARTICLE 40 - DURATION, EXTENT AND RENEWAL OF AGREEMENT**

### Section A. Laws and Regulations

In the administration of all matters covered by this Agreement, the Agency, the Union and employees are governed by existing laws, government-wide rules and regulations. The Parties recognize their obligation to engage in negotiations, as appropriate, with respect to future laws, government-wide rules and regulations.

### Section B. Effective Date

Following ratification by the Union the effective date of this Agreement will be the date it is signed by the Parties, subject to Agency Head approval in accordance with 5 U.S.C. § 7114(c). Upon any disapproval, the Parties will negotiate further pursuant to the Ground Rules governing the negotiations of this Agreement. Disapproval by the Agency Head of any portion of an agreement renders the entire agreement disapproved.

### Section C. Duration and Renegotiation

This Agreement shall remain in effect for three years from its effective date. The Agency or the Union may request to renegotiate the Agreement by submitting notice in writing not more than 105 calendar days or less than 60 calendar days prior to the expiration date of the Agreement. When the Parties renegotiate the Agreement, the current terms will remain in effect until superseded by a new Agreement. If neither Party submits a notice to renegotiate, the Agreement will be automatically renewed for one, three-year period, except for provisions that may be in conflict with applicable laws, government-wide rules and regulations. By mutual agreement of the Parties, specific Articles of this Agreement may be opened for mid-term negotiations.

### Section D. Previous Agreements and Past Practices

The Parties will review all Supplemental Agreements and Memorandums of Understanding within 30 calendar days of the effective date of this Agreement to determine whether they are in conflict with the provisions contained herein. This Agreement supersedes all previous agreements and past practices in conflict with this Agreement. Any Supplemental Agreements or Memorandums of Understanding regarding conditions of employment not submitted for review within this timeframe shall become null and void.

Collective Bargaining Agreement agreed to this 26th day of August 2019