

U.S. ARMY CORPS OF ENGINEERS

Rock Island District

Negotiated Agreement

2014

## Table of Contents

PREAMBLE.....	4
ARTICLE 1 - EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT .....	6
ARTICLE 2 - DEFINITIONS.....	7
ARTICLE 3 - RIGHTS OF THE UNION .....	10
ARTICLE 4 - UNION REPRESENTATION .....	13
ARTICLE 5 - RIGHTS OF EMPLOYEES .....	17
ARTICLE 6 - RIGHTS OF THE EMPLOYER.....	19
ARTICLE 7 – OFFICIAL TIME .....	21
ARTICLE 8 - USE OF FACILITIES AND SERVICES.....	23
ARTICLE 9 - NEGOTIATIONS.....	25
ARTICLE 10 - HOURS OF WORK AND BASIC WORKWEEK.....	26
ARTICLE 11 - OVERTIME.....	27
ARTICLE 12 - TRAVEL AND PER DIEM.....	28
ARTICLE 13 - LEAVE.....	29
ARTICLE 14 - GRIEVANCE PROCEDURES.....	31
ARTICLE 15 - ARBITRATION.....	35
ARTICLE 16 - UNFAIR LABOR PRACTICES .....	37
ARTICLE 17 - DISCIPLINARY AND ADVERSE ACTIONS .....	38
ARTICLE 18 - PERFORMANCE STANDARDS AND APPRAISALS .....	41
ARTICLE 19 - JOB DESCRIPTIONS AND CLASSIFICATION .....	43
ARTICLE 20 - PROMOTIONS, PLACEMENTS AND TEMPORARY ASSIGNMENTS .....	44
ARTICLE 21 - TRAINING AND DEVELOPMENT .....	49
ARTICLE 22 – SAFETY .....	51
ARTICLE 23 - DRUG TESTING .....	54
ARTICLE 24 - EMPLOYEE ASSISTANCE PROGRAM.....	57
ARTICLE 25 - REDUCTION-IN-FORCE .....	58
ARTICLE 26 - SEASONAL EMPLOYMENT (LAYOFF).....	60
ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY .....	61
ARTICLE 28 - INCENTIVE AWARDS.....	62

ARTICLE 29 - CONTRACTING OUT OF WORK.....67  
ARTICLE 30 - VOLUNTARY ALLOTMENT/REVOCAION OF PAYMENT OF UNION DUES..68  
ARTICLE 31 - DURATION OF THE AGREEMENT.....70

## PREAMBLE

This Agreement, together with any supplemental agreements that may be agreed to at a later date, constitutes a total agreement by and between the U.S. Army Engineer District, Rock Island, Illinois, hereinafter referred to as the Employer, and the American Federation of Government Employees (AFGE), Local 584, Independent, Rock Island District, hereinafter referred to as the Union.

The Agreement has been entered into pursuant to the labor- management relations policy set forth in 5 USC, Chapter 71, Federal Service Labor Management Relations Statute and subject to all applicable present and future laws and regulations of appropriate authority.

It also recognizes that the parties to this Agreement have agreed to work as partners and have established a Labor Management Forum, in accordance with EO 13522 and Rock Island District Labor Management Forum Agreement. The purpose is to foster within the Rock Island District cooperative and constructive working relationships among all parties, to establish and maintain an atmosphere characterized by openness, mutual respect, trust and cooperation, and to create a quality work environment that empowers partners to identify problems and craft solutions which serve the customer better and accomplish the mission.

The Employer and the Union recognize that the public interest requires high standards of employee performance and the continuing development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency.

The well-being of all Rock Island District employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

The morale and dedication of employees should be improved through maintenance of a constructive and cooperative relationship between the Employer and the Union.

## **ARTICLE 1 - EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1** - The Employer recognizes the Union as the exclusive bargaining representative for nonsupervisory employees of the U.S. Army Corps of Engineers, Rock Island District.

Included: Permanent non-supervisory, non-professional general schedule and wage grade employees.

Excluded: Supervisors, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, professionals, and temporary employees as described 5 U.S.C. 7112(b)(2), (3), (4), (5), (6) and (7). Changes to the certification of AFGE Local 584, on file with the Federal Labor Relations Authority (FLRA), will apply to this contract.

**Section 2** - The Union, as the exclusive representative of the employees in the unit, shall be responsible for representing the interests of all bargaining unit employees, without discrimination and without regard to labor organization membership.

## ARTICLE 2 - DEFINITIONS

The terms defined in this contract apply to this contract only. Nothing in these definitions will change the meaning they carry in either the Code of Federal Regulations or the United States Code.

**ADMINISTRATIVE WORKWEEK** - A period of seven (7) consecutive calendar days commencing on Sunday and ending on Saturday.

**AMENDMENTS** - Modifications of the Basic Agreement to add, delete, or change portions of sections, or Articles of the Agreement.

**CIVILIAN PERSONNEL ADVISORY CENTER (CPAC)** - Currently provides personnel advisory services.

**CONDITIONS OF EMPLOYMENT (COE)** - Personnel policies, practices, and matters whether established by rule, regulations or otherwise affecting working conditions, except that such term does not include policies, practices, and matters-  
-(A) relating to political activities prohibited under subchapter III of chapter 73 of this title; (B) relating to the classification of any positions; or (C) to the extent such matters are specifically provided for by Federal statute. As defined in 5 U.S.C. 7103(a)(14).

**CONFIDENTIAL EMPLOYEE** - An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor management relations. As defined in 5 U.S.C. 7103 (a)(13).

**DAYS** - All references to days means calendar days.

**DESIGNATED REPRESENTATIVE** - District employee elected by the Union membership to serve as primary contact with the Employer, normally the Union President or designee.

**DETAIL** - a temporary assignment of an employee to a different position or set of duties for a specified period without change to status and pay from his/her original position.

**EMERGENCY** - An emergency will be deemed to exist when there are sudden, immediate unforeseen circumstances beyond the Employer's reasonable control or ability to anticipate.

**EMPLOYEE** - All employees within the bargaining unit as defined in Article 1.

**EMPLOYER** - U.S. Army Engineer District, Rock Island, Rock Island, Illinois, and its representatives.

**FORMAL DISCUSSION** - any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. As defined in 5 U.S.C. 7114 (a)(2)(a).

**FURLOUGH** - The placing of an employee in a temporary non- duty and non- pay status in accordance with 5 CFR 351 (Reduction- in-Force (RIF)) or 5 CFR 752 (Adverse Action) procedures.

**GRIEVANCE** - A request for adjustment relative to a matter of concern or dissatisfaction between the parties as identified in the grievance procedures.

**IMPASSE** - The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

**SEASONAL LAYOFF** - The placing of a seasonal employee in a temporary non-duty and non-pay status in accordance with pre- established conditions of employment (Seasonal Agreement).

**LOCAL** - AFGE Local 584 with jurisdiction as exclusive representative of the Rock Island District.

**NEGOTIABILITY DISPUTE** - A disagreement between the parties as to the negotiability of an item.

**NEGOTIATIONS** - Bargaining by authorized representatives of the Employer and the Union on appropriate issues relating to conditions of employment.

**OFFICIAL TIME (OT)** - Defined in 5 USC Chapter 71, paragraph 7131. See Article 7 for official time usage.

**POINT OF CONTACT** - Employer to be the responsible contact person at the work site for the purpose of requesting sick leave or emergency leave. This individual may not approve leave unless specifically delegated that authority by the Employer. See Article 13, Section 4, Leave.

**SUPERVISOR** - Any individual having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust grievances or to recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

**SUPPLEMENTS** - New Articles negotiated during the term of the Basic Agreement, to cover matters not covered by the Basic Agreement.

**TEMPORARY PROMOTION** - the temporary assignment of an employee to a higher graded position for a specified period of time with the employee returning to his/her original position upon the expiration of the temporary action. Temporary promoted employee receives the higher graded salary for the period assigned.

**TOUR OF DUTY** - The hours of a day (daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that are scheduled in advance and during which an employee is required to perform on a regularly recurring basis, including scheduled overtime.

**UNFAIR LABOR PRACTICE** - A violation of or interference with any of the provisions of the Federal Service Labor-Management Relations Statute. As defined in 5 U.S.C. 7116.

**UNION** - The American Federation of Government Employees, Local 584, inclusive of officers, representatives, and stewards of defined areas of jurisdiction within the Rock Island District.

**UNION OFFICIAL** - An accredited non-employee official of the National AFGE or a duly elected or appointed official of Local 584, to include stewards.

**UNION STEWARD** - Appointed by the Union to attempt to resolve workplace issues of a Bargaining Unit employee. Supervisors are required to notify the Union President, through the CPAC, to negotiate changes in working conditions and to notify the Union of formal meetings.

**WORK SCHEDULE** - Days of the week on which work is performed and the work shift to which an employee is assigned.



## ARTICLE 3 - RIGHTS OF THE UNION

**Section 1** - The union is the exclusive representative of the employees in the unit and is entitled to act for and negotiate collective bargaining Agreements covering all employees in the unit. The union is responsible for representing the interests of all employees in the unit.

**Section 2** - The union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the employer, and one or more employees in the unit, or their representatives concerning any negotiated grievance or any personnel policy, practices, working conditions or other general condition of employment.

**Section 3** - For the purpose of this agreement the definition of “formal discussion” referenced in Section 2 above means, but is not limited to the following:

- a. Discussion regarding the employer’s intent to change a personnel policy, practice, or working condition.
- b. Discussion regarding the employer’s intent to change a condition of employment or past practice.
- c. Discussion regarding the employer’s intent to resolve grievance issues.
- d. Any formal meeting which is generally scheduled in advance, has a formal agenda or known subject, and, which:
  - (1) Involves one or more representatives of the Employer, and
  - (2) Involves one or more employees in the bargaining unit, or their representatives, and
  - (3) Concerns grievances, personnel policies or practices, other general conditions of employment or working conditions.

**Section 4** - The Employer shall not discipline or otherwise discriminate against any Union representative because of official Union activities, or because he/she has filed a lawful complaint or given true testimony under the Civil Service Reform Act of 1978, this Agreement or any other grievance or appeal procedures.

**Section 5** - The Union has the right to be present at the Formal New Employee Orientation conducted by the CPAC. The Union will be given the opportunity to meet separately with new bargaining unit employees in conjunction with the orientation.

**Section 6** - Information to the Union:

a. The Union has the right in accordance with Title 5 USC 7114(b) (4) to data:

(1) Which is normally maintained by the Agency in the regular course of business.

(2) Which is reasonably available and necessary for full and proper discussion, understanding, and is necessary and relevant to a representational matter identified by the union.

b. Which does not constitute advice, guidance, counsel or training provided for management officials or supervisors, relating to collective bargaining.

c. The Parties agree that in all cases, automation tools which are available to both parties may be used in lieu of hard copy correspondence where appropriate. Information not accessible by the Union will be requested from the CPAC.

d. Upon a written request from the union, the Employer will provide the following:

(1) A list of bargaining unit employees, sorted by location, to include the following data: name, position title, grade, organizational assignment and location (no more than quarterly).

(2) For representational purposes, a statistical survey of disciplinary actions in the bargaining unit consisting of a) violation b) penalty proposed and c) adjudication.

e. Oral requests from the union for information from the employer shall be responded to with oral replies. All union requests for provision of written information shall be on union letterhead signed by the union President or designated representative and the requested material shall be identified specifically. Requests for information may be returned to the union for clarification. Release of information will be governed by Freedom of Information Act, Privacy Act and/or Federal Labor Relations Statute. All disputes regarding denial of information may be processed through the grievance procedure or other appropriate channels.

f. Any Intra-management correspondence released will be done IAW all applicable laws, rules and regulations.

g. The Employer will furnish the President of the union the following information:

(1) Fifty (50) copies of the Negotiated Agreement, upon publication and additional copies if required during the contract period.

(2) One (1) copy of the RID Affirmative Action Plan. Any subsequent additions, corrections, or updates will also be furnished to the Union.

## ARTICLE 4 - UNION REPRESENTATION

**Section 1** - The conduct of representational business, as set forth in the Agreement, shall normally be conducted during duty hours. Every reasonable effort will be made by management to schedule meetings required by this Agreement within the normal duty hours of the employees and union representatives involved.

**Section 2** - Representational business shall be defined as, including but not limited to, the matters listed below:

- a. Formal discussions as defined in Article 3 Section 2.
- b. Meetings called by management or requested by the union to discuss changes in personnel policies, practices, working conditions or other representational matters affecting bargaining unit employees.
- c. Representing employees in grievances, administrative and statutory procedures, including but not limited to, investigations of witnesses, appearances at hearings, etc.
- d. The Parties understand that efficient mission accomplishment, employee morale, and the maintenance of effective working relationships require an environment of open and honest communication between the supervisor and employee. Counseling sessions (to include performance counselings), whether formal or informal, are simply an extension of that communication. In understanding the true function of a counseling session, the Parties understand that an employee ordinarily would not have a right to union representation except as otherwise identified in this Agreement; (i.e., investigative meetings, formal meetings, grievances).
- e. Negotiations, in accordance with Article 9 and contract renewal.
- f. Time spent in Labor Management Partnership and forum Activities.

**Section 3** - Activities excluded from use of duty time include, but are not limited to:

- a. Election of officers, including all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, etc.
- b. Preparation and distribution of any internal news bulletin or newspaper, or literature soliciting membership.
- c. Soliciting signatures on dues withholding authorization forms for collection of Union dues.
- d. Performance of administrative functions related to benefits offered by the Union.

- e. All activities related to organizing non-unit employees.

**Section 4** - An employee acting as a union official or seeking union assistance will request supervisory approval prior to leaving the immediate work site. Such request will be made on CEMVR Form 27 providing as much advance notification to the approving supervisor as possible. Supervisor approval of an employee's request for official time may be deferred when compelling circumstances prevail. If denied, an alternate time will be offered to the requesting employee. Deferral of the use of official time for representational business will not be included against time frames for processing grievances. Any conflict will be resolved by the Union president and the CPAC for management.

- a. Each representative shall request and receive approval from his/her first line supervisor, or designated representative, prior to leaving the work site. The representatives and supervisors shall document the use of official duty time for representational business. Representatives will report representational time through appropriate labor codes.

- b. If a union representative is called into a formal meeting by the employer or a union representative is in a formal grievance meeting/hearing, and said meeting/hearing extends beyond the end of the union representative's official duty time, the union representative will not be on official duty time. The meeting may continue, by mutual consent of the Parties, or be rescheduled.

- c. If a union representative, representing bargaining unit employees is summoned to appear in an administrative hearing, (i.e., FLRA, FSIP), the representative may be granted official time to be released from duty to participate in the hearing, if already in a scheduled duty status. This applies to local hearings only. The employer will, however, consider requests for official time to attend hearings away from the local commuting area when the union can demonstrate that such approval is in the best interest of the employer and the employee is already in a scheduled duty status.

**Section 5** - For the purpose of this Agreement, reasonable amount(s) of duty time shall be defined in the following manner:

- a. Union stewards will be permitted to use reasonable amount of official duty time for representational business within the bargaining unit as identified in Article 7. The Union agrees to assign stewards areas of "responsibility" for representation business. When possible, steward areas will be in relatively close proximity to the stewards immediate work area. Stewards will not be assigned a disproportionate amount of duties, which require the use of official time. In the event a steward's representation issues become disproportionate, discussion will be initiated by either Party to resolve the issue. No steward will be required to represent themselves under Article 14, nor will any steward be required to represent employees of their own work unit. In these instances the Union will assign another steward and notify CPAC of the change.

- b. The Union Office may be staffed by the Union president during their normal representational time.
- c. Upon request, bargaining unit employees who are selected to serve in the capacity of a union representative or officer representing the interests of Federal Employees, which would require absence from the job, may be granted Leave Without Pay by the employer for a period of up to one year in accordance with the current Federal laws, rules, or regulations.
- d. Recognizing that an employee's primary responsibility is the accomplishment of the mission, when an employee serves as an employee representative in any capacity, and such representational duties unduly interferes with the accomplishment of the employees assigned duties, the employer may deny or defer such time except as otherwise required in this agreement. Explanation of denial will be noted on official time request form and returned to the individual.

## **Section 6 -**

- a. Designated representatives of the Union, who are not employed at RID, may be admitted to the District for the following purposes:
  - (1) To attend meetings with officials of the Employer;
  - (2) To participate in, or attend, contract negotiations
  - (3) To represent employees at arbitration hearings.
  - (4) To distribute literature or to solicit membership on the premises in non-work areas and during the non-work time of the employees involved. (Mutually agreeable locations and times must be arranged the Employer and Union prior to the distribution or solicitation and in accordance with security regulations).
  - (5) To attend meetings with the officers of the Union
  - (6) To perform any other function or activity specifically authorized by the terms and conditions of this agreement.
- b. When Union representatives visit from the Union's National Office, the Union shall provide the Employer (CPAC) with written notification, as far in advance as possible, but not normally less than three (3) days in advance. The written notification should include the visitor's name, purpose of visit, expected length of visit, and expected time of arrival and departure. Violations of the terms and conditions of admission to Rock Island District may result in the denial of further requests for that representative.
- c. Permission to visit the installation will be withdrawn if such activity interferes with the work of the installation, is violative of law or regulation, or involves the conduct of any representative prejudicial to good order or discipline of the installation. A written explanation will be provided to the Union President.

**Section 7** - Upon written request and subject to normal security limitations, the Union will be granted authority to conduct membership drives before and after duty hours. The Union officials, Union members, and employees of the bargaining unit shall not engage in membership drives and related solicitation activities in work areas on official duty time. Union information will be posted to the Union bulletin board or will be provided by desk drops before or after duty hours.

**Section 8** - Representation will occur at the lowest level at which a matter can be resolved between management and union officials having responsibility and authority to act. It is agreed that the number of Stewards shall be the number reasonably required in order to assure that each employee shall have access to a Union representative. It is agreed and understood that the Steward assigned to a work areas is the first point of contact for the employees. The Local president or designee has authority to represent employees in all work areas within the Local.

**Section 9** - The Parties recognize that the Civilian Personnel Advisory Center is the normal channel through which inquiries shall be made, or through which appointments will be made for any matter which cannot be resolved through normal supervisor/grievance channels. Such inquiries/requests for meetings shall not be used as a substitute for the grievance procedure, shall be made by phone, or in writing, and shall be, responded to by CPAC.

**Section 10** - Union representatives on representational business will travel by POV.

## **ARTICLE 5 - RIGHTS OF EMPLOYEES**

**Section 1** - In accordance with 5 USC 7102 and 5 USC 7114, each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. This includes the right:

- a. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and
- b. To engage in collective bargaining with respect to conditions of employment through their representatives.

**Section 2** - Nothing in the Agreement shall require an employee to become or to remain a member of the union or to pay money to the union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions. (Reference Article 31, section 6.)

### **Section 3 -**

- a. Any employee in the bargaining unit has the right to bring employment related matters, of personal concern to the employee, to the attention of appropriate management officials in accordance with the provisions of this Agreement, and the law.
- b. Any employee in the unit has the right to initiate and present grievances under the provision of Article 14 of this Agreement, and to be represented by the union during and through the course of the negotiated grievance procedure.
- c. Employees in the unit shall be protected in the exercise of this right, freely and without fear of penalty or reprisal.
- d. The rights of the union under the provisions of the Agreement shall not be construed to preclude an employee from being represented by an attorney or other representatives, other than the union, of the employee's own choosing in any grievance or appeal action, except those filed under the negotiated grievance procedure.

### **Section 4 -**

- a. The employee has the right to be represented by the union during any examination by a representative of the employer in connection with an investigation, if:
  - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and



(2) The employee requests representation.

b. The employer shall annually inform employees in writing of their above stated rights.

c. An employee called into a criminal investigation shall be afforded their rights in accordance with law (i.e., the right to a representative if appropriate).

**Section 5 -**

a. An employee is accountable for the performance of official duties and for compliance with standards of conduct for Federal employees. Employees shall have the right to conduct their private lives as they deem fit provided they refrain from any private business, professional activity, or having direct or indirect financial interest, which would place them in a position where there is a conflict between their private interests and the public interests of the United States Government, particularly those related to their duties and responsibilities as Army personnel. In addition, private conduct must not conflict with current laws or regulations.

b. Employee participation in fund raising campaigns, and similar activities shall be on a strictly voluntary basis. The Parties agree that no overt or covert pressures shall be brought to bear upon employees regarding their contribution or participation.

**Section 6 -** Employees will not be discriminated against by the employer or the union because of race, color, religion, sex, national origin, age, marital status, physical/mental handicap, lawful political affiliation, membership or non-membership in the union.

**Section 7 -** Employees can expect to have counseling and warning sessions conducted in a private manner so as to minimize embarrassment to employees.

**Section 8 –** The employee has a right to view and print their official personnel record via e-OPF at no cost to the employee.

**Section 9 -** When employee records are maintained by the first-line supervisor, employees have a right to see and initial notes concerning performance or conduct and may review the contents of their work folder, upon request.

## ARTICLE 6 - RIGHTS OF THE EMPLOYER

**Section 1** - In accordance with 5 USC 7106 the Employer retains the right and authority-

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

**Section 2** - Nothing in this Agreement shall preclude the Employer and the Union from negotiating--

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

**Section 3** - In the administration of all matters covered by this Agreement, the Employer, Union, and employees are governed by-

- a. Existing or future laws, rules and regulations of appropriate authorities, including policies set forth by the Office of Personnel Management provided the Union is afforded the right to negotiate, as appropriate, in accordance with law, rules and regulations.

b. On matters where the Agreement is silent, existing agency policies and regulation govern the Union, Employer and employees.

c. Subsequent published agency policies and regulations required by law or regulation of appropriate authorities, provided the Union has been accorded all rights contained in Chapter 71 of 5 USC and this Agreement.

**Section 4** - The Union will provide to the Employer, in writing, an updated list of Union Officers, Representatives and Stewards, including areas of representation within thirty (30) days of any change.

## ARTICLE 7 – OFFICIAL TIME

**Section 1** - The Employer agrees to provide Union officials official time if otherwise in a duty status and under the following conditions.

a. Representation. The Employer agrees to provide Union representative(s) with a reasonable amount of official time to represent members of the unit, in accordance with 5 USC 7131 (Official Time). Normally representation will not require more than two union representatives to be on official time for the same matter, but both parties agree there may be exceptions which will need to be considered on a case-by-case basis. A reasonable amount of official time may be granted to the Local President to assist the representative. If an employee is on temporary duty (TDY), the closest representative will normally be consulted for representation.

b. Negotiations. Negotiating team members will be on official time during all scheduled days of negotiations, including during meetings to determine ground rules. Travel and per diem will be granted to Union Officials on official time according to current Joint Travel Regulations (JTR).

c. Union/Management meetings. The Employer agrees that formal meetings, including Partnership meetings, will be held between the Union and the Employer as scheduled or as the need arises. Either party may request such a meeting. The party requesting the meeting will recommend the agenda. The Union representatives participating will be on official time.

d. Training:

(1) The Employer agrees to provide joint training to union representatives and management officials about the requirements and changes of the new Negotiated Agreement as soon as possible following the approval of this Agreement, but no later than six (6) months from its approval. The Union and the Employer will each provide one trainer to conduct this training. All bargaining unit employees will be on official time for this training.

(2) The Employer agrees to authorize official time for the Union officials to attend Labor-Management Relations training that is of mutual benefit to the Employer and the Union. The total amount of official time for this training shall not exceed 4 days per steward/officer per calendar year, during the non-navigation period. Employees will be placed on first shift to attend the training. The Union President will be allowed up to 6 days per calendar year for additional Labor Management training. Requests for additional official time to attend training may be considered on a case by case basis. The Union will submit a written request for this official time and provide an agenda of all subject matter to be covered at the training at least thirty (30) days in advance of the requested training. The Union will provide the Employer with copies of all materials used and/or handed out at such training, so that the Employer can be

equally well-informed about the subject of the training. Official time not used under this Article, Section 1d(2) will not accumulate. Approval of individual attendees will be granted in accordance with mission needs.

(3) The Union may request official time for Union officials to attend Labor-Management Relations training sponsored by the Employer, other Government agencies or private sector concerns. Travel and per diem in accordance with the JTR may be approved.

(4) Normally, no more than one (1) Union official from any work site will be on official time status to attend Labor-Management Relations training. Exceptions will be handled on a case-by- case basis.

e. Official time includes up to 40 hours per month, not to exceed 16 hours per week, for the Union president (or other officer in lieu of the president) for office hours at the union office. 16 of these hours will be scheduled during the union president's normal day shift. These hours are to be scheduled in advance for dayshift hours during weekdays. The union president will provide a schedule of his office hours to the CPAC/LMER by the third calendar day of each month. The need for additional official time for the union president will be evaluated in 6 months based on data accumulated by the union president to document the amount of time required. If either party believes that the documentation does not justify a given position, they may follow the statutory impasse procedures. Unused official time is not cumulative. No official time will be authorized for internal union business.

**Section 2** - All use of official time is subject to prior approval by the immediate supervisor of the employee requesting the time. Requests must be submitted to the immediate supervisor on MVR Form 27 as far in advance as possible. In the event mission needs preclude approval of official time, the requesting employee will be notified and an alternate time for representation of a grievance, the stipulated time frames for filing/ processing the grievance will be stopped at that point, without prejudice, and continued from the same point, as soon as official time can be approved.

## ARTICLE 8 - USE OF FACILITIES AND SERVICES

**Section 1** - At every geographic location where there is an official bulletin board, the Employer agrees to provide a minimum of 6 square feet of bulletin board space for the posting of official Union notices and literature. If additional space is needed, the Union may request that up to a 3x5 board be provided. All material posted by the Union will be signed, updated, and maintained by a designated Union representative. The board will be located in an area comparable to the Official Bulletin Board.

**Section 2** - Upon request by the Union to the Employer, the Employer agrees to provide, within its capabilities, and subject to availability and normal security considerations, space to the Union for meetings with employees, provided meetings take place during the non-duty time of the employees involved.

### **Section 3** -

a. The Employer agrees to provide approximately 240 square feet for Union office use. The space will be located within 15 miles of the Union President's official duty station. It will be secured and provide confidentiality. The Union will be responsible for routine security, care and cleaning of the space provided.

b. The Employer agrees to provide the following:

- (1) Electrical service;
- (2) Climate control;
- (3) Telephone hookup;
- (4) Potable water will be provided if access to potable water is not available in the building;
- (5) The union will maintain a property book of office furnishing via ENG 4900-R.
- (6) Office furnishings: one desk, one desk chair, six chairs, two lockable four drawer file cabinets, two regular four drawer filing cabinets, and tables for the multifunction device. Replacement furniture will be provided on an as needed basis.
- (7) One PC (laptop or desktop) and one multifunction device (printer, scanner, copier, fax), capable of effectively using standard District software programs, including an Internet browser and Internet access will be provided. The computer equipment will meet or exceed district standards at the time of the contract signature. The Union will submit an Automated Data Processing (ADP) replacement plan, along with appropriate justification and will maintain property records for automated equipment.

(8) An internal e-mail address for each Union Official.

(9) Supplies and routine maintenance for office equipment are the responsibility of the Union.

c. The Union President will have full accountability for all government property in accordance with applicable regulations. Upon notice to the Union, the Employer has the right to inspect the space provided and furnishings for inventory and internal control purposes.

**Section 4** - The Employer agrees to provide two (2) lines (one for multifunction device, one for telephone), for the Union President for representational purposes. The Employer also agrees to provide the Union reasonable access to the internal telephone system, fax machines and photocopiers for representational purposes. Official time for representational purposes will be granted in accordance with Article 7 unless precluded by mission need. Telephones, Fax machines, and photocopiers will not be used for internal Union business.

## ARTICLE 9 - NEGOTIATIONS

**Section 1** - The parties are encouraged to use Partnership to address issues which may arise during the life of this Agreement. In accordance with EO 12871 the Union and the Employer agree to engage in predecisional involvement to the maximum extent possible. At the election of either party, bargainable subjects which are not resolved through Partnership may be addressed through the mid-term bargaining process contained in this Article.

**Section 2** - Mid-term negotiation is defined as involving bargaining on negotiable issues not covered by the current contract. Negotiable issues covered by the current contract may be re-negotiated by mutual agreement of the Employer and the Union. Both parties retain all rights in accordance with applicable law, rules, and appropriate authorities. Nothing in this Agreement will limit the scope of bargaining established by appropriate authority or statute.

**Section 3** - Employer proposed new policy or policy changes affecting conditions of employment of bargaining unit employees shall be submitted to the Union prior to implementation. The Union shall have fourteen (14) calendar days from acknowledged receipt of the proposals to request to bargain as appropriate, and then proposal will be submitted within twenty-one (21) days after the date the Union requested to bargain. If there is no response from the Union within this time frame the Employer is free to implement the proposed changes. Extensions to the twenty-one (21) day time frame may be requested for good cause.

**Section 4** - Negotiability disputes and impasses will be resolved through procedures established by appropriate law and authority.

**Section 5** - No side Agreements between the Union and individual supervisors, or the Employer and individual stewards shall be made which either expand or limit the provisions of this Agreement. Any agreements must be made and signed by the Parties respective negotiating committees (i.e., each Parties' chief negotiator).



## ARTICLE 10 - HOURS OF WORK AND BASIC WORKWEEK

**Section 1** - Management's right to establish the workweek is in accordance with 5 USC 7106. The Employer agrees that the regular tour of duty for employees will be not more than five (5) consecutive workdays, normally Monday through Friday; will cover a minimum of eighty (80) hours per pay period and normally two (2) consecutive days off will be provided after not more than forty-five (45) regularly scheduled work hours. Those worksites using rotating shifts, flexitour and/or compressed work schedules (CWS) will be governed by applicable laws, rules, and regulations.

**Section 2** - The Employer will strive to keep changes to an employee's work schedule to a minimum. In those circumstances where other alternatives are not feasible and it becomes necessary for the Employer to change the shift of the employee(s), it is the responsibility of the Employer to seek volunteers from qualified and available employees. If there are more volunteers than needed, the Employer will make the assignment from the volunteers. If there are an insufficient number of volunteers the Employer will make the assignment. All such changes will be made as far in advance as possible and verbally communicated to the employee(s) involved. All known schedule changes will be made prior to the beginning of the work week.

**Section 3** - Each employee shall be entitled to a fifteen (15) minute rest period during the first and second half of his eight (8) hour work shift. Employees working an additional four (4) hours of overtime on a regular work shift, shall be entitled to an additional fifteen (15) minute break. Employees who work rotating shift should be given an opportunity to eat lunch near the mid-point of the shift, recognizing that they must continue to be available for work and that the time allowed may not exceed twenty (20) minutes.

**Section 4** - Computations of basic pay, premium pay, overtime pay, holiday work, and shift differentials of General Schedule and Federal Wage System bargaining unit employees will be in accordance with current and future laws and regulations as promulgated by the Office of Personnel Management (OPM).

**Section 5** - The supervisor may approve employees with compatible work assignments prior to exchanging shifts, based on mutual agreement of the employees concerned provided the trade occurs within the same work week and no overtime is required as a result of the change. Employees who voluntarily trade shifts will be paid the differential of the shift they work.

**Section 6** - The Union and the Employer agree to foster cooperation and the understanding that some employees may work either a schedule common to all employees on a crew, or on an uncommon schedule, and may not have full access to the choice of an Alternate Work Schedule (AWS). The Union agrees to support the Employer's right to make the final decisions as to whether an employee's request to work an AWS will be approved or disapproved, subject to the provisions of Article 9, Section 3.

## ARTICLE 11 - OVERTIME

**Section 1** - The Employer agrees that directed and approved overtime shall be computed based on fifteen (15) minute increments for any time worked in excess of the regularly scheduled work day or work week, and shall be in accordance with the Fair Labor Standards Act (FLSA), other applicable regulations, and any future revisions thereto by OPM.

**Section 2** - Callback overtime work is defined as irregular or occasional overtime work performed by an employee on a day when work was not regularly scheduled for the employee or for which the employee has been required to return to the worksite shall be considered two (2) hours in duration for the purpose of overtime pay, regardless of whether the employee performs work for two (2) hours. Supervisor may assign additional work to fill the entire two (2) hours.

**Section 3** - The Employer agrees to make overtime assignments consistent with mission and job requirements among qualified employees in the work function. Overtime opportunities will be afforded to all qualified employees in the work unit in a fair and equitable manner. Opportunities declined or accepted will be documented towards the cumulative overtime offered and these documents will be available upon request. Employees not desiring to work overtime may request to be excused from overtime work. However, employees may be required to work overtime unless excused by the supervisor.

**Section 4** - The Employer agrees to abide by all current and future regulations regarding the use of compensatory time in lieu of overtime pay. All hours worked in excess of an Employee's regularly scheduled work shift that are ordered and approved in advance by the employer shall be compensated in accordance with law and government-wide regulation.

**Section 5** - Employees will be notified of weekend overtime requirements as far in advance as the Employer knows of the need to schedule the overtime, but no later than twenty-four (24) hours prior thereto. The Employer may require overtime without such notice in emergency situations.

**Section 6** - Employees in an approved leave status may request to be excused from overtime assignments. Supervisors may consider the employee's request if another qualified employee is available.

## ARTICLE 12 - TRAVEL AND PER DIEM

**Section 1** - Travel and per diem will be administered according to the Joint Travel Regulations (JTR) and other applicable regulations.

**Section 2** - Official Duty Station: The employee's designated post of duty, the limits of which will be the corporate limits of the city or town in which the employee is stationed, but if not stationed in an incorporated city or town, the official duty station is the reservation, station, or established area, or for large reservations, the established subdivision thereof, having definite boundaries within which the designated post of duty is located.

**Section 3** - Employees involved in performance of work or other activity, at the designated meeting place, which is an integral part of the employee's job, including but not limited to, picking up tools, loading equipment or receiving instruction shall be considered as having commenced the work day. Employees involved in performance of work or other activity, at the designated return point at the end of the assignment which is an integral part of the employee's job, including but not limited to, unloading tools and equipment, and receiving instructions, shall be considered as being in a duty status.

**Section 4** - Government vehicle transportation will normally be provided and available at official duty stations or designated meeting places. Employees will report directly to the temporary duty station by privately owned vehicle (POV), or to the official duty station or designated meeting place where Government vehicle transportation is provided. Employees using POV for travel to temporary duty stations will not be entitled to payment for mileage expenses unless authorized in advance in accordance with the JTR.

## ARTICLE 13 - LEAVE

**Section 1 – General.** The administration of all types of leave (e.g., annual leave, sick leave, court leave, excused absence, military leave, etc.) will be in accordance with regulations, laws, this agreement, and district policy. For unscheduled leave requests, employees are required to call their supervisor on a daily basis prior to the beginning of the employee's work shift unless other arrangements are made.

**Section 2 – Annual Leave.** Employees are required to schedule annual leave in advance. However, requests of an emergency nature will be considered on an individual basis. After ensuring all mission needs are met, the employer will grant annual leave. Individual concerns or conflicts may be communicated through supervisory channels for resolution as early as possible. Normally, annual leave requests will be denied if granting of leave would result in payment of overtime to the employee taking leave.

- a. Employees must request leave by submission of an OPM Form 71, Request for Leave, to their supervisors.
- b. Any large blocks of leave (in excess of 32 hours), that are being requested for the current leave year, will be submitted to the supervisor for approval two times a year. For the first half of the leave year (1 January thru 30 June), large blocks will be scheduled at the beginning of the leave year. For the last half of the leave year (1 July thru 31 December), large blocks will be scheduled prior to 15 June of the leave year. The leave schedule will be posted or available to all employees.
- c. Both Union and the Employer encourage employees to schedule half of their use or lose annual leave by 31 March and the other half by 1 September.
- d. Employees' request for leave will be approved or disapproved within 5 days of the supervisor's receipt of the request. Employees can follow a denied leave request with another request for an alternate period.
- e. For employees working rotating shifts or uncommon tours of duty, leave requests should coincide with their work schedules.

**Section 3 - Blood Donation.** Those who volunteer as blood donors without compensation may be authorized excused absence for the purpose of travel to and from the donation site, and recuperation after donation, up to a maximum of four (4) hours. Absence to donate blood is subject to approval of the supervisor.

**Section 4 - Sick Leave.** Shall be granted to an employee who is incapacitated for the performance of his duties provided he has appropriate sick leave balance to cover the absence. Sick leave may be used for the employee's medical appointments, illness of the employee, and for contagious diseases in the employee's family. Employees are required to present acceptable medical certification or other administratively acceptable evidence for any absence in excess of three (3) consecutive work days (does not include regularly scheduled days off) unless the employee is under a leave restriction with more stringent requirements. An agency may also request documentation whenever they find it necessary in accordance with 5 CFR 630.401(a).

- a. Employees located at sites with a rotational shift mission who are not reporting for work will contact their supervisor or designee at the work site two (2) hours prior to the beginning of their shift.
- b. If already in a duty status, the employee must personally request sick leave from his supervisor or designee.
- c. Calls from other than the employee will not be acceptable unless the employee is incapable of calling.

**Section 5 - Family and Medical Leave Act (FMLA).** Leave under the Family and Medical Leave Act and Family Friendly Leave Act (FFLA) will be administered in accordance with applicable laws, rules and regulations of appropriate authorities.

**Section 6 - Sick Leave Abuse.** Where there is reason to believe an employee is abusing sick leave, the Employer will discuss the situation with the employee. An employee may request union representation for that discussion. The employer will document the discussion and furnish a copy to the employee. If the supervisor determines, during the discussion, that sick leave abuse did occur, the employee may be placed on sick leave restriction. The employee's sick leave record will be reviewed after six (6) months from the date of issuance of the requirement for medical certification. When such review reveals a substantial improvement in the usage of sick leave during the review period, the employee will be informed that medical certification will no longer be required for each absence. Abuse of sick leave will not be based solely on the number of hours used.

## ARTICLE 14 - GRIEVANCE PROCEDURES

### Section 1 –

a. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. To accomplish this, efforts will be made to settle grievances expeditiously at the lowest level of supervision. The Parties agree that most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and public interest.

b. This Agreement does not preclude any employee, regardless of organization membership, from bringing matters of personal concern to the attention of appropriate officials without invoking the grievance procedure; in fact, informal discussion and resolutions in conformance with this Agreement are encouraged by both the Union and the Employer whenever possible.

**Section 2** - A grievance may be initiated and processed by the Employer, an employee or group of employees, or by the Union. Grievance means any complaint:

a. by any employee concerning any matter relating to employment of the employee;

b. by the Union concerning any matter relating to employment of any employee; or

c. by any employee, the Union, or the Employer concerning

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

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

**Section 3** - Employees using this procedure may be represented by a Union representative, or represent themselves. In the event the employee(s) chooses self-representation, it is agreed that the Union shall be afforded the opportunity to be present during all grievance discussions except intra-management meetings. The final resolution of the grievance shall be consistent with the terms of this Agreement. Only the Union President or the District Commander may invoke arbitration.

**Section 4** - This grievance procedure does not apply to:

a. an allegation of a violation relating to prohibited political activities;

b. retirement, life insurance or health insurance;

c. a suspension or removal for national security reasons;

- d. any examination, certification or appointment;
- e. non-selection for promotion, provided the list of candidates are properly ranked and certified and in accordance with law, rule and regulations;
- f. classification of a position which does not result in reduction in pay or grade for the employee;
- g. incentive awards granted in accordance with law, rules, and regulation;
- h. Reduction-in-Force (appealable to the MSPB);
- i. termination of probationary employees

**Section 5** - The Negotiated Grievance Procedure (NGP) is the exclusive procedure for resolving all matters falling within its scope, with the exception of the following which may be grieved or appealed, but not both:

- Actions based on unacceptable performance (5 USC Section 4303)
- Adverse actions (5 USC Section 7512)
- Alleged discrimination (5 USC Section 2302)

a. With respect to adverse actions, i.e., reduction in grade or pay, removals, suspensions for more than fourteen (14) days and furloughs of thirty (30) days or less, covered by the provisions of either Section 4303 or 7512 of 5 USC, an employee may appeal such matters under the statutory procedure of Section 7701 of 5 USC or as a grievance under the negotiated grievance procedure, but not both.

b. An employee shall be deemed to have exercised his option under this section when he timely files an appeal or initiates a discrimination complaint under the applicable statutory procedure or timely files a grievance in writing in accordance with the negotiated grievance procedure, whichever event occurs first.

## **Section 6** -

a. Grievance Prevention. The early identification and resolution of problems is recognized as an effective way of preventing grievances. Employees should be encouraged to meet as soon as problems develop to avoid having to use the formal grievance process.

b. Most grievances arise from misunderstandings or disputes which can be resolved promptly and satisfactorily on an informal basis. In order to resolve grievances at the lowest level, the participants are encouraged to have open discussions. However, discussions prior to and through the grievance process do not extend any time frames unless mutually agreed to in writing.

c. The Employer will cancel a grievance at the grievant's request, or upon termination of the employee's employment with the Employer, unless personal relief to the employee may be granted after termination of

employment, or upon the death of the employee unless the grievance involves a question of pay.

d. A grievance filed regarding a disciplinary action which has been effected will be presented, on the grievance form, to the supervisor of the deciding official.

e. In the event two or more employees file a grievance on essentially the same matter, and within approximately the same time frame, the Employer and Union, by mutual consent, may combine the grievances and process them as one grievance.

f. The following procedures are established for the resolution of grievances. All days are calendar days unless otherwise noted. By mutual agreement of the Employer, the Union and the grievant, time frames may be extended.

**Section 7** - Both parties are encouraged to make every attempt to resolve the grievance throughout the formal process. Either party may request to use Alternate Dispute Resolution (ADR). If the parties mutually agree to utilize ADR, the timeframes for formal grievance procedures are suspended. ADR attempt will be completed within thirty (30) days. If the ADR attempt fails, timeframes will be reinstated when both parties agree the grievance will not be resolved and documented in the appropriate step response.

#### Step 1.

a. The grievance must be presented by the grievant or the Union representative to the first line supervisor, in writing, within thirty (30) days of the incident, or of the date that the grievant became aware of the incident, that gave rise to the grievance. The grievant must specifically identify that he is initiating a grievance. The written grievance will identify the article of the agreement that is allegedly violated, if any, a summary of the issues, and the relief requested. The basis of the grievance will not change after Step 1.

b. The CPAC will notify the Union of the grievance and provide the Union a copy, if they have not already been informed and received a copy. The supervisor will attempt to resolve the matter, including arranging for a meeting between the grievant, the Union and the party grieved against, if appropriate.

c. A written decision will be given to the grievant and the Union within fourteen (14) after presentation of the grievance. The written decision will identify the management official responsible for Step 2 of the process. Failure of management to provide a timely written decision shall enable the grievant to proceed to Step 2 without further delay. The representative should contact CPAC for the appropriate official responsible for Step 2.

#### Step 2.

a. If the grievant is dissatisfied with the decision, within fourteen (14) days after receipt of the decision or after the date it should have been received,



the grievant or the Union may present it to the designated management official.

b. The officials shall make every attempt to resolve the grievance. A written decision will be given to the grievant and the Union within fourteen (14) days after presentation of the grievance. The written decision will identify the Management official responsible for Step 3 of the process. Failure of Management to provide a timely written decision shall enable the grievant to proceed to Step 3 without further delay.

### Step 3.

a. If the grievant is dissatisfied with the decision, within fourteen (14) days after receipt of the written decision, or the date it should have been received, the grievance may be presented, in writing, to the Deputy District Commander. Copies of all appropriate documents must be attached. Upon receipt of the grievance, the Deputy District Commander shall, within thirty (30) days render a written decision.

b. A grievance filed by either management or the Union will begin at Step 3. Management will present the grievance to the Union President (or designee if unavailable) and the Union will present the grievance to the Deputy District Commander (or designee if unavailable). At that time, the initiator of the grievance will arrange a meeting with the Deputy District Commander (or designee if unavailable) or the Union President (or designee if unavailable), and a CPAC/LMER representative (serving as a facilitator), in an attempt to resolve the grievance within 10 calendar days of the filing. The Deputy District Commander (or designee if unavailable) will issue a written decision within 20 calendar days after the meeting.

### Step 4.

If dissatisfied with the decision reached in Step 3, or if no decision is given, the grievant may request the Union to refer the grievance to arbitration. The Union/ Management (at its discretion) may request arbitration, in writing and submit the request to the District Commander/ Union within twenty-eight (28) days from the date of receipt of the decision. A request for arbitration shall be valid only if signed by the Local District President or District Commander.

## ARTICLE 15 - ARBITRATION

**Section 1** - Only the Union President or the District Commander may invoke arbitration. Within seven (7) days from receipt of a valid arbitration notice, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. Parties will alternate payment for the list of arbitrators. A brief statement of the nature of the issues in dispute, as well as any specific knowledge and background the arbitrator may need, will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. The parties shall meet within fifteen (15) days after the receipt of such list to select an arbitrator. If they cannot agree on one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7). The Union will strike the first name from the list. This procedure shall be repeated until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator.

- a. The arbitrator's fees and expenses shall be equally shared by both parties. Arbitrator's cost of living and travel expenses will not exceed maximum allowable under DoD (Civilian) Joint Travel Regulations for the area.
- b. The process to be utilized by the Arbitrator will be a formal hearing convened and conducted by the arbitrator. Only the basis of the initial grievance is subject to arbitration. The parties will identify the issue(s) or submit separate statements of the issue(s) to the arbitrator.
- c. The arbitration hearing or inquiry shall be held on the Employer's premises during the regular day-shift work hours of the basic work week. The grievant, the grievant's representative, and employee witnesses on shifts other than the regular day-shift will be temporarily placed on the regular day-shift for the week(s) of the hearing on which they are involved.
- d. The arbitrator will be told that in order to fulfill the delegation to arbitrate, he must meet the same standards of the Merit Systems Protection Board (MSPB) for appeals relating to adverse actions, and must render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise.
- e. The arbitrator will require witnesses (other than the grievant, grievant representative(s), and Agency representative(s)) to be sequestered during the testimony of other witnesses. The purpose of this is to avoid having witnesses being influenced in their testimony by the testimony of other witnesses.
- f. The arbitrator's decision(s) shall be final and binding and the remedy shall be affected in its entirety.

g. The arbitrator shall have the authority to resolve any questions of arbitrary ability, and interpret and define the explicit terms of questions of arbitrary ability, and interpret and define the explicit terms of this Agreement, agency policy, etc., as necessary to render a decision. Any questions of arbitrary ability shall be decided separately from the grievance. The arbitrator shall have no authority to add to, or modify any terms of this Agreement or agency policy.

h. Exceptions to the arbitrator's decision may be filed as follows:

(1) Either party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the Merit Systems Protection Board (MSPB) within thirty (30) days of the issuance of the decision. Such review will be sought in the United States Court of Appeals for the Federal Circuit.

(2) Either party may file an exception with the Federal Labor Relations Authority (FLRA) to the Arbitrator's award in any matter other than those described in one (1) above. Such exception must be filed within thirty (30) days of the issuance of the decision in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately at the end of the thirty (30) day period and shall be final and binding.

## **ARTICLE 16 - UNFAIR LABOR PRACTICES**

**Section 1** - The Union or Employer will provide written notice of intent fifteen (15) days prior to filing an Unfair Labor Practice (ULP), stating the basis for the ULP and identifying the Section of 5 USC Chapter 71 that was allegedly violated. Prior to filing a written notice of intent, the supervisor or Union President (as applicable) will be notified and an attempt will be made to resolve the issues at the lowest level possible.

**Section 2** - If a second alleged violation occurs of the same matter, the Union or the Employer is not bound by the fifteen (15) day notice, but agrees to provide verbal notice prior to filing the ULP with FLRA.

## ARTICLE 17 - DISCIPLINARY AND ADVERSE ACTIONS

**Section 1** - A disciplinary or adverse action is any action taken by the Employer which causes anything critical of the employee to be placed in the official personnel folder or which results in any other penalty to the employee. Adverse actions against employees (except probationary employees in accordance with provisions of 5 CFR 315) must be based on just cause (i.e., burden of proof), promote the efficiency of the service, and be consistent with applicable laws and regulations. The basic procedures and right of the employees, as outlines in regulations, and this agreement, shall be observed in handling disciplinary and adverse actions. The employer will follow the principles of progressive and corrective discipline unless the severity of the offense warrants otherwise. When an employee commits two or more unrelated offenses, there may be more than one offense charged.

- a. Upon receipt of a notice of a proposal to discipline, the employee may make an oral or written reply to the proposal, or both. Such opportunity to reply will be clearly identified in the proposal to discipline to include identification of the deciding official and the procedures to make a reply. The employee will then, at his/her request, be allowed to offer evidence and testimony with the purpose of demonstrating to the employer that discipline is not warranted. The employee, may be represented by the union, his/her attorney, or another individual in the reply to the proposed discipline. In the event that the employee chooses a representative who is also a Department of Army employee, the representative may be disallowed when there is determined that a conflict of interest exists.
- b. In the event the employee is issued an unfavorable decision, he/ she shall be advised that he/she may grieve the decision under the negotiated grievance procedure contained herein and of the time limit for filing the grievance. A reasonable amount of official duty time will be allowed for preparing a reply.
- c. In the event a supervisor maintains a record of entries which are critical of an employee and which the supervisor intends to use as the basis for a future disciplinary action the supervisor must inform the employee of the record and the nature of the entries.

**Section 2** - Verbal Counseling Sessions. Verbal counseling sessions, where the offense is nonrecurring within a period of 1 calendar year (from date of counseling) will not be used as a basis for further disciplinary or adverse action. A dated, hard copy record will be created from the conversation and provided to employee.

**Section 3** - Written Counseling Sessions. Formal Written Counseling Sessions, where there has been no recurrence of the infraction, will be purged from official records at the end of 1 calendar year (from date of counseling). Written counseling sessions will be documented on a memorandum for record (MFR). The counseling supervisor and employee will sign and date. The employee will receive a copy and the supervisor will maintain a copy in his/her local file.

**Section 4 - Reprimands.** Reprimands may be issued increments of 1, 2 and 3 years, depending on the severity of the offense to employees who have been found guilty of misconduct in accordance with this Article. The employee's supervisory chain may cancel any such reprimand, at the request of the employee, where the employee's conduct has improved in the opinion of the management chain, where such reprimand has already had the desired effect of correcting the employees behavior, where such conduct is not likely to recur, where at least half of the period of the reprimand has expired, and when management finds that it is in the best interest of the employer to end such reprimands early.

**Section 5 -** If, during the course of preliminary investigation which may result in disciplinary action, the Employer deems it appropriate to have discussion(s) with the employee, the employee will be notified of the nature, purpose and possible implications resulting from the discussion. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the employee requests representation.

**Section 6 -** Notices of proposed disciplinary action involving suspensions of fourteen (14) calendar days or less shall be sent to the employee a minimum of ten (10) calendar days prior to action being taken. Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations such as those found in 5 CFR 752-404(d)(1) and (2). Such notice shall inform the employee:

- a. of the specific reasons for the proposed action;
- b. of the name of the deciding official to whom the employee may respond;
- c. that the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- d. that the employee's response will be considered by the deciding official;
- e. that the employee may be represented by the Union or may choose to represent himself;
- f. of the employee's status during the notice period;
- g. that the employee shall be granted a reasonable amount of official time to request copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

h. Normally, absent compelling reason to the contrary, (i.e., a lengthy investigation of the facts surrounding the case), an employee would expect to receive a proposal of disciplinary action no later than sixty (60) calendar days from the event giving rise to the discipline. This will not preclude management from issuing a proposal of disciplinary action if the sixty (60) days has elapsed.

**Section 7** - The employee will have 10 calendar days to provide a reply to the deciding official for proposed disciplinary actions of up to 14 calendar days; and 20 calendar days for proposed adverse actions unless the circumstances require the application of a reduced reply period or exception to the reply period IAW government-wide regulations such as those found in 5 CFR 572.404(d)(1) and (2).

**Section 8** - The deciding official is the individual who makes the final decision to issue a suspension, separation, or other disciplinary action, except for a formal letter of reprimand which does not require a deciding official.

**Section 9** - In the event of an unfavorable final decision, the employee shall be advised that he has the right to grieve the decision under the Negotiated Grievance Procedure (e.g., suspensions of fourteen (14) calendar days or less), or in situations of appealable adverse actions (e.g., suspensions of more than fourteen (14) calendar days, etc.), appeal to the MSPB or use the Negotiated Grievance Procedure, but not both.

**Section 10** - Anyone engaging in proven discriminatory practices against employees of the unit may be subject to disciplinary actions in accordance with applicable regulations.

## **ARTICLE 18 - PERFORMANCE STANDARDS AND APPRAISALS**

**Section 1** - The Total Army Performance Evaluation System (TAPES) will be administered according to current law, rules and regulations.

**Section 2** - Management and Labor acknowledge the purpose of a rating is to document performance. Ratings will reflect performance within the control of the ratee and are not to be used as rewards or punishments. Ratings will be given based on the objectives agreed to by the rater and ratee, there will be no organizational quotas and no limit on rating types, (i.e. 25% of the organization limited to highly successful appraisals)

**Section 3** - TAPES objectives should be written in clear English, in complete simple sentences, and using action verbs. Objectives must be written in such a manner that it can be clearly determined whether or not the objective was accomplished. Objectives will be determined by mutual agreement between rater and ratee. If agreement cannot be reached, the rater will establish the objectives/performance standards that meet statutory requirements that: (1) they are reasonably attainable, (2) they are not improperly absolute (cannot be exceeded), and (3) they permit an accurate measurement of the employee's level of performance or tell the employee clearly what is required for success.

**Section 4** - New employees or employees moving into positions that change their annual rating cycle dates will be rated as follows:

- a. If the event occurs less than 120 days before the rating period ends, the employee will receive an early annual rating in the previous position
- b. If the event occurs when there's more than 120 days left in the rating period, the employee will receive a special performance rating. The employee will be rated by the new supervisor as long as the employee has been placed on approved performance standards for a minimum of 120 days.

### **Section 5 –**

- a. Actions taken for unacceptable performance will be taken in accordance with Adverse Action procedures outlined in Article 17.
- b. Employees under notice of unacceptable performance shall be assisted by the Employer in improving performance. Employees shall be reassigned, reduced in grade, or removed for unacceptable performance only after being afforded a reasonable period of time to demonstrate acceptable performance, normally not less than sixty (60) calendar days, and only if substantial evidence justifies the action proposed.
- c. An employee who is reduced in grade or removed for unacceptable performance shall be informed in the final letter of decision that the action



may be appealed to the Merit Systems Protection Board and/or the employee may be represented by the local Union.

**Section 6 - Within-grade Increases.** Within a reasonable amount of time prior to the date an employee is eligible for a within-grade increase, the Employer should review the work of the employee. If the supervisor feels that the employee's work is not at an acceptable level for a within-grade increase at that time, the supervisor should provide the following:

- a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level.
- b. Advice as to what the employee must do to bring the performance up to the acceptable level.

**Section 7 -** A Grievance concerning denial of a within-grade increase will be initiated in accordance with the procedures outlined in Article 14.

**Section 8 -**

- a. The rater and senior rater will complete their portion of the evaluation report and sign it prior to being presented to the employee.
- b. The employee may request to have time to review the rating prior to signing, no more than 5 days. The employee will be provided the original of the evaluation report immediately after the counseling has been completed and the employee's signature has been obtained.

## ARTICLE 19 - JOB DESCRIPTIONS AND CLASSIFICATION

### **Section 1 - General.**

a. The job description for each position will reflect duties and responsibilities officially assigned and performed by the incumbent. Job descriptions will be prepared in accordance with controlling directives and classified by an individual having classification authority in accordance with DA policy. All job descriptions will include an unnumbered paragraph "performs other duties as assigned". Such duties will include those tasks which are incidental or temporary in nature and may be reasonably associated with the incumbent's occupation or functional assignment. Such duties will not exceed capacity or competency of a qualified incumbent that would create health or safety hazards, as determined by health and safety officials. Each employee will be furnished a copy of his/her official job description when assigned to a position.

b. The Employer, through its managers and supervisors, retains the right to assign major duties to employees. It also retains the right to assign other duties consistent with good management practices. The Union recognizes the right of the Employer to assign work in accordance with law and regulation.

**Section 2 - Job Description Accuracy.** Position descriptions will be reviewed annually by the supervisor at the time the performance appraisal is completed. Questions of fact regarding the accuracy of an employee's officially assigned job description should be resolved between the employee and his/her immediate supervisor. Job description accuracy may be discussed at labor management forums and/or partnership meetings.

**Section 3 - Classification Appeal.** Employees may seek the adjustment of the pay category, title, series, or grade of their officially assigned position through a classification appeal. Appeals will be in accordance with appropriate regulations.

## **ARTICLE 20 - PROMOTIONS, PLACEMENTS AND TEMPORARY ASSIGNMENTS**

### **Section 1 - General.**

a. This article applies to all merit promotion and placement actions taken within the unit except those covered by mandatory referral/placement programs. The employer and the union agree that promotions/placements will be in accordance with the provisions of law, Office of Personnel Management, and Department of the Army regulations, Merit Promotions and Internal Placement Plan. The Union retains its right to bargain over “impact and implementation” of any new or change in existing policy or regulation changes.

b. Promotions, nominations and selections shall be made in accordance with EEO laws and regulations without regard to personal favoritism, employee organization membership, or any other facet of an employee’s life not directly related to the performance of the job.

c. Competitive promotion procedures must be followed in selecting permanent employees for training that:

- (1) Is given primarily to prepare employees for advancement;
- (2) Is required for promotion to certain positions; or
- (3) Clearly gives the employee an advantage for future promotion in a specific occupation or specialty.

**Section 2 - Area of Consideration.** The minimum area of consideration for vacant positions will include all permanent employees of the Rock Island District and current Department of Army employees. Management has the right to select from other appropriate sources on a noncompetitive basis. These sources may include reemployment priority lists, reinstatement eligibles, transfers from another agency, repromotion eligibles, reassignment eligibles, voluntary change to lower grade eligibles, and candidates eligible for appointment under special authorities such as Veteran’s Readjustment or handicapped.

**Section 3 - Lateral Reassignments/Change to Lower Grade.** Employees seeking lateral reassignment or change to lower-graded positions may compete through the normal competitive process. Management has the authority to make non-competitive reassignments; change-to-lower grade assignments.

**Section 4 - Vacancy Announcements.** Vacancy announcements will be open normally for 12 calendar days. There will be flexibility to open announcements any week day to satisfy recruitment requirements in a timely manner. The Union President will be provided a list of job announcements. The District will use Department of Army required software to recruit, assess, certify, and select qualified candidates. Employees will follow the current application process for applying on

vacancy announcements. Current vacancy announcements will be posted on the bulletin board as soon as possible.

**Section 5 - Selection.** The selection must be based upon legitimate job-related criteria and merit based reasons pertaining to the potential for the selectee to most successfully perform the duties of the position. Supervisors shall be required to justify selections based on qualification of candidates. Interviews may be arranged, within regulatory limitations, as deemed necessary by the selecting supervisor. Supervisory selection statements will be maintained by the CPAC as required by regulations.

**Section 6 - Selected Employees.** An employee selected for promotion or placement will be released from their current position normally no later than 2 pay periods after the selection absent compelling mission needs.

**Section 7 - Details and Temporary Promotions.**

a. Details in excess of thirty (30) days will be documented on a Request for Personnel Action (RPA) and place in the e-OPF. Details to a higher graded position cannot exceed 120 days and are documented an RPA. For details less than 120 days, no RPA is required if the assignment is to a position that is the same or lower grade of the employee's current position. Employees are encouraged to document experience gained through details in their personal resume.

b. Temporary promotions for less than 120 days may be made without competition. Temporary promotions will be for specified periods of time, not less than thirty (30) days. All time spent in a noncompetitive promotion, including intermittent time, will count towards the 120 day maximum within a 12-month period. Temporary promotions of more than 120 days will be accomplished under competitive procedures. For all temporary promotions, provisions of the DoD Priority Placement Program will be met along with all OPM qualifications.

c. details to positions with higher level duties and responsibilities will not be assigned to employees on a continuing basis with the intent of circumventing merit promotion procedures.

d. Temporary assignment to higher-grade positions shall normally be accomplished by a temporary promotion when:

The need for a temporary replacement is expected to last more than Thirty (30) days, and one (1) employee is to be assigned to the position. (This does not preclude Management from detailing several different employees to the position.)

e. All individuals to be temporarily promoted, competitively or non

competitively, will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration. Also, it shall be made clear that management, at its discretion, may terminate a temporary promotion at any time sooner than the expected termination date.

**Section 8 - Temporary Assignments to Other Work Sites.** In the event that a temporary assignment must occur due to workload coverage or personnel shortages at a field site, employees may be placed on temporary assignment to assist other locations. Should the vacancy not be filled by a volunteer, management will make the assignment based on requirements of the position to be filled. If travel is required, employee will be placed on TDY in accordance with the JTR.

**Section 9 - Priority/Repromotion Consideration.**

a. If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee must be considered for the next appropriate vacancy to make up for the consideration he/she lost; i.e., given priority consideration for the next appropriate vacancy in the same title, series, grade, location and promotion opportunity for which the employee is a highly qualified candidate. The employee will be referred as an exception to competitive promotion procedures along with others entitled to priority consideration. Any of the employees referred as priority consideration candidates may be selected. Non selection of priority candidates will be for merit reasons. An employee will be entitled to priority consideration once for each time he/she was not properly considered. Entitlements to priority consideration will be executed according to current law and regulation.

b. Repromotion Consideration. The Employer agrees to maintain the established repromotion program according to current law and regulation.

**Section 10 - Information to Employees.**

a. Information concerning the local Merit Promotion and Placement Program (MPPP) will be made accessible to employees.

b. In addition, employees will be provided with periodic information about the basic policies, principles and procedures of the local MPPP; about the promotion and career opportunities available to them; and about the various means available for filling vacancies.

c. Questions about the MPPP or specific promotion actions should be directed to his/her supervisor. The staff of the CPAC will be available to assist the supervisor in answering questions and providing guidance needed.

d. Information about a specific promotion action is available to any employee who has applied on the vacancy, upon his written request to the CPAC, as follows:

(1) Whether the employee was considered for promotion and, if so, whether he/she was found qualified on the basis of the minimum qualification requirements for the position.

(2) Whether the employee was one of those in the group from which selection was made.

(3) The selectee's name once the personnel action is affected.

**Section 11 - Maintenance of Promotion Records.** Promotion and placement case files will be maintained by the CPAC as required by regulations.

**Section 12 - Information to the Union.** When an authorized representative of the Union requests information, regarding specific promotion/placement actions, the request shall be in writing. The written request shall specify whether a statistical or depersonalized form of the information is acceptable. Disclosure of information will not be made unless provisions of law governing release of information to labor organizations are met and personal and sensitive data; i.e., marital status, age, handicapped designators, etc., have first been deleted or the prior written consent has been obtained by the union from the individual, if applicable, to whom the information requested pertains. Time required for grievants/representatives to obtain such information will be given due weight in determining need for extensions of time limits during any step of the grievance procedure. When requesting information for promotion actions, the following procedures will apply;

a. The Union will contact the CPAC for the job vacancy in question. This initial contact will be oral.

b. Information that may be considered appropriate to be released to the Union, when investigating any employee complaint or grievance related to promotion/placement actions may include contents of the recruitment package such as:

(1) SF 52/Request for Personnel Action;

(2) Vacancy Announcement;

(3) Complete referral list;

(4) Resumes and other application materials for the grievant and selectee;

(5) Any material related to the supervisor's selection (e.g., selection criteria; matrixes with candidates scorers; interview questions with scoring criteria and candidates scores; any notes or other applicable documents)

(6) The supervisor's selection statement

c. For information not identified in b above, and not normally releasable to the Union by the personnel staffing specialist, the Union will provide written request to the CPAC to include a statement of the necessity and relevance of the information requested to a representational matter.

d. In the event that the information is still considered non-releasable by the Employer, the Union may then notify the Employer of its intent to seek the information under the provision of 5 USC 7114 (b)(4).

## ARTICLE 21 - TRAINING AND DEVELOPMENT

**Section 1** - Although personnel are basically qualified to perform their assigned duties as a prerequisite to employment, the parties recognize the possible need for additional training to develop the skills, knowledge and abilities that will best qualify employees for the performance of official duties.

**Section 2** - The Employer is responsible for establishing training to improve employee efficiency, utilization and career development to the maximum extent practicable in accordance with District Regulation 690-1-2. The Employer shall consider views expressed by the Union regarding present and future training, problem areas and/or Union suggested training. The Employer shall determine whether any training will be beneficial in terms of job performance and mission requirements. An explanation of denial for any training will be provided in writing back to the employee.

**Section 3** - Nomination and selection of employees to participate in training and career development programs and courses shall be made without regard to race, color, religion, sex, physical/ mental handicap, national origin, sexual orientation or age. To the maximum extent possible, handicaps of individuals will be accommodated to allow them access to training to enhance their opportunity for career development and promotions to assure their effective performance on their jobs.

**Section 4** - When training is to be given to some, but not all, employees in a given occupational or organizational group or level, training opportunities will be equally distributed among eligible and interested volunteers and selection will be based upon the following criterion in sequential order:

- a. The employee's individual development plan and the available equivalent courses.
- b. Relation of training course to employee's assigned duties.
- c. The employee's need or anticipated need for training in the current job assignment.
- d. If there are still remaining eligible volunteers and training allocations exist, then selection will be administered by rotation.

**Section 5** - The Employer and the Union agree:

- a. that training and development are appropriate topics for discussion at the time of performance review. Supervisors are encouraged to discuss opportunities for work-related training whenever possible.
- b. the employer will make an effort to cross-train employees on a voluntary basis, particularly using current, skilled employees to teach their skills to others.



c. information on training courses which is generally applicable to occupations in the bargaining unit will be furnished to the Union President on request. Training information is available to all employees from the District Training Officer.

d. to jointly develop career training opportunities for bargaining unit employees.

**Section 6** - The Employer agrees to consider approving the use of academic aids, if available, upon request by an employee enrolled in an approved training course.

**Section 7** - Where there is need for a specific course in a subject or field, the Employer will consider arranging on-site training.

**Section 8** - Training Records. The Employer will record training for both job-related and self-development training in the automated training data base. A record of personal training completed can be submitted to the training data base through their training coordinator. This does not relieve the employee of his individual responsibility to maintain their own personal records. Employees may request a list of their completed training from the training coordinator to assure that their training records are accurate.

**Section 9** - The Employer agrees to extend reasonable consideration to the payment of tuition for an employee to attend non-government courses that meet the needs identified by the employee's supervisor to develop the employee's job competence. All training provided will be related to the employee's current position and will not be provided simply to enhance an employee's opportunity for advancement.

**Section 10** - Employees are encouraged to apply to the various programs provided to enhance their career opportunities, i.e., Pathfinders Mentoring Program, Leadership Development Program, Wage Grade Career Development Program, and temporary duty assignments.

## ARTICLE 22 – SAFETY

**Section 1** - The Employer shall maintain an occupational safety and health program meeting the requirement of the Occupational Safety and Health Act of 1970 (OSHA); Executive Order 12196; 29 CFR Part 1960, Department of Labor Rules and Regulations; and EM 385-1-1. The Employer shall make a reasonable effort to provide and maintain safe working conditions and to take reasonable care to provide that conditions detrimental to health are removed, remedied, or kept to a minimum. The Union shall cooperate to that end and encourage employees to perform work assignments safely and in accordance with the requirements of EM 385-1-1 and OSHA regulations.

**Section 2** - The Employer and the Union jointly encourage employees to work safely and to report any observed unsafe or unhealthy conditions. Union representatives and officials, in the course of performing their normally assigned duties, are encouraged to observe and report unsafe conditions, practices and equipment, as well as environmental conditions in their immediate areas which may represent health hazards. Union representatives will be required to complete the 10 hour OSHA training within 1 year of becoming a Union representative. This requirement will be included in the training plan of Union representatives. The Employer agrees that no restraint, interference, coercion, discrimination or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

**Section 3** - The Union shall be permitted to have one representative on the District Safety Committee. The Union shall be notified by the Employer of all scheduled Safety Committee meetings as soon as possible to give the Union a reasonable opportunity to participate and shall notify the Employer of the member attending. Travel and per diem will be authorized in accordance with the JTR.

**Section 4** - When safety inspections are made by the worksite OSHA designated inspector pursuant to statutes or regulations in areas where bargaining unit employees work, the Union will be notified and a steward from the immediate area or the closest steward will be given an opportunity to accompany the inspector or inspecting team. The Employer agrees to provide the Union with a depersonalized copy of safety inspections, and reports of mishaps and of occupational illnesses, if available and in accordance with Privacy Act and Freedom of Information Act limitations, when such reports are requested by the Union.

**Section 5** - When an employee feels that he is subject to conditions so severe that even a short-term exposure to such conditions would be critically and severely detrimental to health and/or safety, he shall report the circumstances to the

immediate supervisor/leader. If the supervisor agrees a hazard exists and if it poses an immediate threat to life, health, or property, work will cease in the area the unsafe practice or condition exists, pending resolution of the problem. When short-term exposure poses immediate threat to life, health, or property and it is not possible to obtain Employer concurrence beforehand, then the employee will notify the Employer of the hazard at the lowest level of supervision available, requesting temporary assignment to other duties pending resolution of the problem. Any problems arising out of these conditions that cannot be resolved will be referred to the District Safety and Occupational Health Officer.

**Section 6 - Health and Safety Policies are as follows:**

a. The Employer shall post and keep posted a Department of Labor poster on official bulletin boards, informing employees of protections and obligations provided for in OSHA.

b. The Employer agrees to provide the necessary safety equipment and clothing to employees in accordance with applicable laws and regulations.

c. Safety Shoes: Safety footwear must meet American Society of Testing and Materials (ASTM F2412 and F2413), and have a defined heel that extends down from the instep and skid-resistant soles. All personnel will wear minimum five (5) inch safety footwear. Personnel frequently engaged in, or in close proximity to sandblasting, welding and cutting operations will wear the minimum eight (8) inch safety footwear. The Employer will pay the cost of standard safety footwear up to a maximum of \$130.00, and for insulated safety footwear, to a maximum of \$150.00. (These maximums will be increased/lowered to meet pricing on an annual basis.) Costs above these allowances will be borne by the employee for whom items are purchased. Replacement of footwear will be on an as needed basis as approved by the supervisor. Supervisors may require inspection of old footwear prior to authorizing purchase of new footwear. Exceptions to the above will be made only for bona fide medical reasons and with the concurrence of the Division or Office Chief and approval of the District Safety and Occupational Health Officer.

d. In accordance with EM 385-1-1 American National Standards Institute (ANSI STD Z87.1), the Employer will provide approved safety glasses to employees requiring them and replacement glasses if lost or damaged in the course of their duties through no fault of the employee. The Employer will provide lenses and frames and a maximum of \$40 for eye examinations. The employer will continue to provide employer-approved safety glasses and the eye exam contribution through the term of the contract. Safety glasses will be paid only on prescriptions issued within one year of the request.

**Section 7** - Employees will report all injuries/illnesses which occur on the job, no matter how slight, immediately to their supervisors. The supervisor shall provide the employee with Form CA-1 for traumatic injuries or Form CA-2 for occupational diseases and process and promptly forward it to Civilian Personnel Advisory Center (CPAC). The supervisor shall release the employee for treatment or referral to a medical facility.

**Section 8** - Safety meetings will be held in accordance with the Corps of Engineers Manual EM 385-1-1. Each employee will be given the opportunity to take an active part in safety meetings.

**Section 9** - Safety problems will be discussed at the request of either party and upon mutual agreement at Union-Management meetings. The District Safety and Occupational Health Officer will attend, if possible, when advance notice has been given that safety is to be discussed.

**Section 10** - The Employer agrees to supply local Union representatives a copy of the Corps of Engineers Manual EM 385-1-1, and a copy shall be made available to any employee upon request.

**Section 11** - Job safety analysis and hazard analysis will be filed at the work site and available for review upon request.

**Section 12** - Blood Borne Pathogens Program. The program will be administered in accordance with OSHA regulations and Corps policies.

**Section 13** - The use of personal electronic devices such as: cellular telephones, tablets, audio devices, etc..., by government personnel while operating government equipment is strictly prohibited. This includes, but is not limited to boats, cranes, tractors, mowers, scooters, lock operating machinery, and automobiles. Employees may use personal electronic devices during break, lunch, and for emergencies.

## ARTICLE 23 - DRUG TESTING

**Section 1** - Rock Island District is commitment to provide a safe work environment for all employees. Accordingly, the provisions of the Drug Free Federal Workplace (DFW) Program will be administered in accordance with law, rules and regulations to assure that employees are not under the influence of illegal substances that may cause harm to themselves or others. The Drug Free Workplace Program consists of Random Drug testing for employees in Testing Designated Positions (TDPs), Reasonable Suspicion drug testing, Follow-up testing, and Volunteer testing.

**Section 2** - The following agreement is made in regards to the Random Drug Testing Program.

- a. Employees are selected for testing from a computer generated random pool of employees at the Division level.
- b. The Union will be provided a list of employees included in the drug testing pool on a bi-annual basis.
- c. Employee may request, in writing, a copy of their test results from the Medical Review Officer.
- d. Management will notify employees that they have a right to request a Union representative to accompany them to or meet them at the collection facility when they provide a specimen. The Union representative will make every effort to accompany or meet an employee at the collection site, however, if a Union representative is unavailable within 24 hours, the employee will report to the collection site as directed. If an extraordinary situation exists where management cannot release the designated representative, the 24 hour timeframe may be extended. The Union will provide management an updated list of designated Union representatives to accompany employees who request representation on a bi-annual basis.
- e. The Rock Island District drug testing program shall be implemented pursuant to the Department of Health and Human Services Mandatory Guidelines, DOD Directive 1010.9, Army Regulation 600-85, MRO Manual, and Engineering Pamphlet 600-1-3, for the collection of split specimens. In accordance with MRO Manual, and upon the request of the employee, the District shall be responsible for payment for a retest of bottle B, resulting from a positive test of bottle A.

f. The Medical Review Officer (MRO) will review both positive and negative test results.

g. Upon receipt of the drug testing results from the MRO, the Union President shall be provided a copy of the statistical data from the Agency official responsible for the coordination of the DFW program; to include the number of tests conducted, number of positive test results, number of negative test results, and the number of "failed to reconfirm" results.

h. The employer agrees to compensate employees who are required to report to a collection facility outside their normal tour of duty in accordance applicable laws, rules and regulations. Employees using a POV will be authorized mileage to and from collection facility if testing is during duty hours. If the employee is reporting to the collection facility before or after working hours, normal home to work mileage will be deducted from the total reimbursable mileage.

i. Management recognizes that an employee who has voluntarily admitted to illegal drug use and who has successfully completed a rehabilitation program will not be eliminated from consideration for a position for which they qualify because of this admission. Employees will be required to submit to drug testing prior to being placed in a Testing Designated Position (TDP).

j. Positive test results will be seen initially by the CPAC in order to process necessary actions in accordance with the drug-free workforce regulations. Management will not release employees' medical histories or test information without the employee's written release.

k. New employees will be provided training on the provisions of the drug testing program. The drug testing program video is available at each site for employees to review.

l. Employees are given the opportunity to self-identify at anytime, prior to being notified to report for a specimen collection that later results in a confirmed positive test. If an employee self-identifies, they will be referred to the Employee Assistance Program for evaluation and referral. Under the Agency EAP Program, employees are provided up to three (3) visits on duty time and admittance into a drug treatment program is charged to the employee's sick or annual leave.

m. The specimen will be collected in a manner compatible with employees' dignity and not subject the tested employee to a degrading experience. In accordance with DA PAM 600-85, Alcohol and Drug Abuse Prevention and Control Program, individuals will be allowed individual privacy while providing the urine specimen unless there is reason to believe the specimen will be altered.

n. Employees testing positive for illegal drug usage will be referred for drug treatment and rehabilitation. The Agency will inform employees of the consequences of their refusal to participate in counseling or rehabilitation.

o. Disciplinary actions taken as a result of a positive test will be placed in the employee's e-OPF.

## **ARTICLE 24 - EMPLOYEE ASSISTANCE PROGRAM**

**Section 1** - The Employer agrees to continue the administration of an Employee Assistance Program (EAP), as warranted by local circumstances and availability of resources, for employees in the bargaining unit, in accordance with applicable laws and regulations.

- a. The Employer agrees to post its written policy on the EAP on an official bulletin board. The Parties agree that no stigma shall be associated with employees participating in the program.
- b. The Employer shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems.

**Section 2** - The objectives of the EAP are to:

- a. recognize that medical/behavioral problems of an employee and/or members of his or her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance. Employees with these illnesses shall receive the same careful consideration and respect as employees who have other illnesses.
- b. acknowledge that such problems can be resolved with proper treatment and workers can return to high levels of productivity.

**Section 3** - Employees may be referred to the program by the Employer, the Union, or other employees, however, individual employee participation in the program is voluntary.

- a. Normally, employees who have received a proposal of disciplinary or unacceptable performance action shall be afforded an opportunity to participate in the program, in accordance with regulations. Satisfactory participation in the program by the employee, as determined by the Employer, will be considered in reviewing the proposed action.
- b. The Employer will pay for up to three (3) visits for each employee with the EAP counselor. Initial consultation and diagnosis shall be on official duty time, if the employee is otherwise in a duty status and has been referred to the EAP by his/her supervisor because of a personal problem which is interfering with the employee's immediate conduct or performance.
- c. Annual leave, sick leave, or leave without pay may be granted for an employee's continued participation in a recommended treatment or rehabilitation program to which the employee is referred by the EAP counselor. The financial responsibility is the employee's.



## ARTICLE 25 - REDUCTION-IN-FORCE

**Section 1 - General.** The Employer shall inform the union of a reduction-in-force (RIF) with as much advance notice as practicable. RIF is a management right enumerated in Chapter 71, 5 USC 7106(a)(2)(A). Prior to implementation of any management decision to conduct a RIF, the union will be given an opportunity to bargain appropriate arrangements for employees adversely affected by the RIF. The union agrees to promote understanding of necessary RIF actions. The employer and the union shall work toward minimizing the adverse impact of such action.

### **Section 2 -**

a. Office of Personnel Management (OPM) and Agency regulations covering reduction-in-force procedures shall be utilized throughout the RIF process.

b. For reduction-in-force involving fifty (50) separations or more, the union may establish a committee of up to five (5) members who will be trained by the employer on official time, prior to RIF, on reduction-in-force procedures, and who will review management's proposed actions and provide comments and suggestions as appropriate. This committee will have access to information on compositions, grade and pay retention; veterans' preference rights; retention roster, information concerning employee retirements; reassignments and transfers; declination of job offers; and job vacancies.

c. The employer will meet with representatives of the committee as required to resolve individual employee concerns. The union will be provided access, upon request, to information leading to adverse actions and separations of individual employees, including handicapped employees.

d. The employer agrees to develop an out placement counseling program establishing contact with Federal, State, municipal, and private employers to seek employment for separated employees and provide referral services for psychological and emotional support counseling, as well as career services.

(1) The primary emphasis of this program will be on securing employment for those employees to be separated. The goal of the out placement program will be, first, to attempt to place adversely affected employees in the Federal service consistent with the employee's skills and experience, and secondly, to attempt to place adversely affected employees outside the Federal service.

(2) A point of contact will be established within the Civilian Personnel Office to administer the program, throughout the reduction-in-force process, and to counsel employees.

e. For reduction-in-force actions, involving less than fifty (50) employees, the employer will allow the union access to information identified in (b) above and will recognize union representatives in matters relating to individual employee concerns.

**Section 3 - Retention Registers.** The employer agrees to establish retention registers and maintain them during the implementation of the RIF procedure. When it is determined to conduct a reduction-in-force, the employer will furnish a copy of the retention register to the union, as soon as the retention register is available. Any documents containing information protected by the Privacy Act of 1974 and/or 5 CFR Part 297 may only be released IAW the requirements of the law and government-wide regulations, including sanitized versions, as required.

**Section 4 - Repromotion Registers.**

a. The employer agrees to establish repromotion registers containing the names of all employees who are downgraded without cause. The employer agrees to provide the union with a copy of the repromotion register upon written request to the CPAC, when the union demonstrates that the register is necessary and relevant to a representational matter.

b. Repromotion to positions of former grades will be in accordance with OPM and Agency regulations.

## **ARTICLE 26 - SEASONAL EMPLOYMENT (LAYOFF)**

**Section 1** - The Union will be notified of any impending layoff prior to notification of employees. Normally, employees will be notified of a layoff in accordance with the terms and conditions of their employment agreement.

**Section 2** - Order of layoff will be determined using RIF (retention order) and other applicable laws, rules, and regulations. Recall of employees will be in inverse order of layoff provided all legal and regulatory requirements are met.

**Section 3** - Employees may volunteer for early layoff. Employees who are laid off will be considered as involuntarily laid off.

**Section 4** - At any worksite, the conditions and numbers of seasonal bargaining unit employees will remain the same as at the time of contract signing. Lockmasters will have the option to fill the seasonal positions with one 10-11 month seasonal or two 6-month seasonal positions. Any changes in the conditions of employment or numbers of seasonal employees are subject to negotiations. Parties shall have fourteen (14) calendar days to respond to a request to renegotiate.

**Section 5** – The Employer will first consider returning laid off seasonal employees to duty to perform temporary duties normally assigned to seasonal bargaining unit employees before considering other options. Similarly, management will first consider qualified laid off seasonal employees, in order of seniority, for temporary work for which the seasonal employee is qualified and the quality of the work would not diminish. Management retains their right to hire and to make selections in accordance with the Statute.

**Section 6** - The Employer will offer the most senior seasonal bargaining unit employee (based on total site seniority, within the organizational work unit) any full-time vacancy, so long as the vacancy is in the same organizational work unit and is the same series and grade as the seasonal employee.

## ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY

**Section 1** - The Employer and the Union agree to cooperate in providing equal opportunity in employment for all qualified persons, without regard to race, color, religion, sex, age, national origin, or handicap, and to promote the full realization of equal employment opportunity without the presence of harassment through a continuing affirmative program.

**Section 2** - The Employer will conduct a continuing program to prevent discrimination based upon race, color, religion, sex, age, national origin, or handicap.

**Section 3** - An employee discussing a problem of alleged discrimination at any step of the EEO complaint procedure has the right to be accompanied by a representative, if the employee so desires.

**Section 4** - Alternate Dispute Resolution (ADR) provisions apply to all bargaining unit employees of the Rock Island District Corps of Engineers as published, with the following exceptions:

a. Agreements reached in mediation that may impact the Union's bargaining unit and/ or negotiated agreement will be coordinated with the Union President.

b. Barring objection by either the complainant or the mediator the Union may attend the formal mediation session. The Union President may appoint one (1) employee to represent the Union who may attend formal mediation sessions. The Union representative will not be a signatory to any settlement agreement and his/her approval is not required for a binding settlement agreement between the complainant and the Employer. The Union representative is responsible for the same standards of confidentiality as the other participants to the mediation. The complainant is entitled to his/her personal representative, who may or may not be the Union representative. Employees of the Rock Island District involved as complainant or representative(s) shall be granted a reasonable amount of official time for representation purposes.

## **ARTICLE 28 - INCENTIVE AWARDS**

**Section 1** - The Employer and the Union recognize their mutual interest in high morale, operational improvements and increased employee productivity, and agree to promote the Employee Suggestion Program and Employee Recognition Programs.

**Section 2** - The Employer will emphasize to supervisors their responsibilities in carrying out incentive awards activities and will provide information to all employees so that they understand the benefits to be derived from the program and are encouraged to participate.

**Section 3** - The Union shall have one (1) voting union representative on the Incentive Awards Committee. The Union will make attempts to provide a Union representative from the local commuting area to minimize the cost of travel and per diem. The Union representative may vote only on awards proposed for Bargaining Unit members.

## **ARTICLE 29 - CONTRACTING OUT OF WORK**

**Section 1** - There are currently no work studies active or planned within the District for the contracting out of work. However, if the District is required to conduct such a study, the Employer acknowledges responsibility to involve the workforce, and the Union as the representative of the workforce, to the maximum extent feasible in every potential contract and cost comparison related to work of bargaining unit employees.

**Section 2** - The Employer agrees to minimize adverse impact of contracting on employees by using all available resources to place and retain in Federal service all affected employees and to provide out-placement services, including job search and retraining programs.

## **ARTICLE 30 - VOLUNTARY ALLOTMENT/REVOCAION OF PAYMENT OF UNION DUES**

**Section 1** - The central payroll office of the Employer will deduct Union dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the unit for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

**Section 2** - The Union will procure Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, and provide them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

**Section 3** - The President or other authorized officer of the Union will certify each SF 1187, insert the amount to be withheld, and submit the completed SF 1187 to the Payroll Office.

a. Allotments will be effective at the beginning of the first full pay period after receipt of SF 1187 by the Payroll Office (currently Department of Finance and Accounting Services [DFAS]). The Union may contact the CPAC for assistance in resolving discrepancies.

b. The President or other authorized officer of the Union shall notify the CPAC, in writing, when a member of the Union who is having dues withheld is expelled or suspended from Union membership.

c. Automatic dues deduction will be stopped when an employee is no longer eligible due to a permanent change in bargaining unit status.

**Section 4** - The President or other authorized officer of the Union shall notify the payroll servicing officer of the Employer and the CPAC thirty (30) days prior to the Union's dues structure changes. The change shall be effected at the beginning of the first full pay period after the date stated in the advance notice, or a later date if requested by the Union. Dues structure changes shall not be made for payroll deduction purposes more frequently than once during the term of this contract.

**Section 5** - The Employer agrees to have the Payroll Office prepare biweekly remittance at the close of each pay period for which deductions are made and forward it electronically to the financial account designated by the Union. The list of dues-paying employees will be forwarded to the Union Secretary-Treasurer. The remittance will be for the total amount of dues withheld for that pay period.

**Section 6** - A dues paying member may voluntarily revoke an allotment for the payment of dues by filling out an SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and submitting it to the CPAC thirty (30) days prior to the revocation date as stated in Section 7. For revocations effective September 1, SF 1188 must be received in the CPAC no later than August 1.

**Section 7** - Revocation will become effective as of the first full pay period following the employee's first anniversary date of dues withholding and September 1 annually thereafter. However, any member of the bargaining unit who accepts a permanent, non bargaining unit position shall have their deduction of dues terminated once the employee submits the proper paperwork to CPAC and payroll processes the action. The CPAC will send to the Union a copy of each written revocation received. The duplicate copy of the SF 1188 completed by the member will be used for this purpose.



## ARTICLE 31 - DURATION OF THE AGREEMENT

**Section 1** - This Agreement shall be binding upon the Employer and the Union for a period of three (3) years from the date approved by the DoD Field Advisory Service, or the 31st day following the date of execution by the Commander, U. S. Army Engineer District, Rock Island, if approval/disapproval action has not been taken before then. Thereafter, the Agreement shall be automatically renewed annually.

**Section 2** - Either party may give written notice to the other, not more than one hundred five (105) days nor less than sixty (60) days prior to the Agreement's expiration date of its desire to modify or terminate the Agreement. Termination of the Agreement will not in and of itself terminate the recognition granted to the Union. The Agreement may also be terminated:

- a. By mutual consent of both parties; and
- b. At any time it is determined and established that the Union is no longer entitled to exclusive recognition under Title VII of the Civil Service Reform Act of 1978.

**Section 3** - Amendments and Supplemental Agreements shall become effective in accordance with this Agreement. They shall remain in effect concurrent with this basic Agreement.

**Section 4** - The Articles and sections of this Agreement may be reopened for amendment(s) by mutual consent of both Parties. Requests for such amendment(s) by either Party shall include a written summary of the amendment(s) and provide reasonable time fifteen (15) workdays after receipt of such notice to discuss proposed amendment(s). If the Parties mutually agree that opening of the Agreement is warranted, they shall arrange to begin negotiations on a mutually agreed date. No changes other than the agreed upon amendment(s) shall be considered during negotiations.

**Section 5** - The Agreement will be distributed to all bargaining unit employees within forty five (45) calendar days after approval by higher authority or the completion of negotiations of any required changes. Expenses for publication and distribution shall be borne by the Employer.