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**LABOR-MANAGEMENT  
RELATIONS AGREEMENT**

MEMPHIS DISTRICT, CORPS OF ENGINEERS  
MEMPHIS, TENNESSEE

and

NATIONAL FEDERATION of FEDERAL EMPLOYEES  
LOCAL 259

EXPIRES 7 NOVEMBER 1988

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## PREAMBLE

Pursuant to the policy set forth by 5 USG 7101 et seq regarding the Federal Labor-Management Relations, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which are agreed to and approved at later dates, constitute a total agreement by and between the Memphis District, U.S. Army Corps of Engineers, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 259, hereinafter referred to as the Union, for the employees in the unit described below, hereinafter referred to as the Employees.

The Congress finds and the parties agree that:

A. Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them:

1. Safeguards the public interest;
2. Contributes to the effective conduct of public business; and
3. Facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

B. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

NOW, THEREFORE, the parties hereto, intending to be bound hereby, agree as follows:

## ARTICLE I: RECOGNITION AND UNIT DESIGNATION

1. Recognition. The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2 below.

2. Unit. The Employer recognizes the Union as the exclusive bargaining representative for the following: all permanent year-round Classification Act and Wage Grade nonprofessional employees in the District Office (Clifford Davis Federal Building, Memphis, Tennessee), including survey parties based in the District Office Building; Caruthersville, Missouri; Helena, Arkansas; and Tiptonville, Tennessee; all permanent seasonal and non-seasonal, non-supervisory employees assigned to the following organizational units of the Memphis District; all Dredges with attendant plant; all Bank Protection Parties with attendant plant; all towboats; all Patrolboats; Ensley Engineer Yard, including Procurement and Supply Division Warehouse. Excluded: Professional employees management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors as defined in 5 USC 7112(b), (2), (3), (4), (5), (6) and (7) and employees covered by International Organization of Masters, Mates, and Pilots, or the Marine Engineer Beneficial Association.

## ARTICLE II: DEFINITIONS

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

1. Union-Management Meetings. Oral or written discussions or meetings which are held for communication and exchange of views between representatives of the Employer and the Union for the purpose of obtaining the Union's views and the employer's intentions, during formulation and prior to implementation of policies and procedures on matters of concern to employees of the unit. Discussions and meetings do not include complaints in progress under grievance and appeal procedures. It is not mandatory that the end result of the meetings/discussions be agreement between the parties.

2. Negotiation. Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, general working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.

3. 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.

4. Negotiability Dispute. A disagreement between the parties as to the negotiability of an item.

## ARTICLE II: DEFINITIONS (Continued)

5. Amendments. Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

6. Supplements. Additional articles, negotiated during the term of the Basic Agreement, to cover matters not covered by the Basic Agreement.

7. Grievances. A complaint of dissatisfaction and a request for adjustment of a management decision, or some aspect of the employment relationship or working conditions which is beyond the control of the employee or the Union, but within the control of the Employer, or which the employee feels is in violation of this Agreement, law, rules or regulations.

8. Emergency Situation. A situation which poses sudden, immediate, and unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

9. Union Official and/or Union Representative. Any accredited National Representative of the Union and the duly elected or appointed officials of the Local, including stewards.

10. Authority. The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

## ARTICLE III: MANAGEMENT RIGHTS

1. Law. In the administration of all matters covered by this agreement, the parties and the employees are governed by existing or future laws, including Government-wide, agency and major command, rules and regulations.

2. Rights Retained. The Employer retains the right:

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, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;

### ARTICLE III: MANAGEMENT RIGHTS (Continued)

(3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source, and

(4) to take whatever actions may be necessary to carry out the agency mission in situations of emergency.

c. Nothing in this section shall preclude any agency and any labor organization from negotiating:

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology methods, and means of performing work;

(2) procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of authority under this section by such management officials.

3. Future Agreements. The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

4. Nonabridgement. In exercising the rights of management, the Employer shall not nullify or abrogate the rights of the Union or the employee as contained in the law, rule, or regulation or other provision of this Agreement. In addition, the right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures for implementing such decisions, shall not be abridged by anything in this Article.

## ARTICLE IV: EMPLOYEE RIGHTS

1. Union Membership. Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. This agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action.

Nothing in this agreement shall abrogate any employee right or require any employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under 5 USC 7101 et seq, this grievance procedure or any other available procedure for redressing wrongs to an employee.

2. Informing Employees. It is the obligation of the Employer and the Union to conduct informative sessions relative to the administration of this agreement.

The Employer shall take such action consistent with law or regulation, as may be required, in order to inform employees of their rights and obligations, as prescribed in 5 USC 7101 et seq and this article.

3. Accountability. An employee is accountable for only the performance of official duties and compliance with standards of conduct for Federal employees. With this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit except where it has substantial adverse impact on either job performance or accomplishment of the agency's mission. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

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

4. Nondiscrimination. No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap or lawful political affiliation.



## ARTICLE V: UNION RIGHTS AND REPRESENTATION

1. Recognition. The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and joint meetings with the Employer with regard to matters affecting the conditions of employment.

a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding formulation and implementation of any new policy or change in policy affecting the employees or their conditions of employment.

b. The Union in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. This right shall apply at all levels of management within the Activity and the Union, starting with the Steward and first level supervisor. Representation shall occur at the lowest level at which a matter can be resolved, and the initial point of contact shall be the lowest level management official and the Union official having responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level. When at Activity level the Union and employer have negotiated resolved a problem(s), or bargained relative to the impact of a non-negotiable matter, management at each level of the activity shall discuss with the appropriate union official the effect in his or her organizational area. Further bargaining may then occur on the impact.

c. The Employer will recognize the duly elected Local officers and officials/representatives designated by the Union, including Stewards. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officers and officials. The Union may post the list of Local officers and officials and/or area Stewards on official bulletin boards.

d. The Employer will recognize representatives of the NFFE National Office. The Union shall provide reasonable notice to the Employer of visits to be made by representatives of the National Office. Denial of permission will only be based on legitimate operational needs.

ARTICLE V: UNION RIGHTS AND REPRESENTATION (Continued)

e. The Employer agrees that wherever welfare/sundry fund or its equivalent are maintained there will be at least one non-participating Union representative named by the Union on the Committee overseeing disbursement and collection of such funds.

2. Union-Management Meeting Procedures. The following procedures shall apply to Branch Division level and Union/Management meetings:

a. The meetings shall occur as the need arises and prior to issuance of any major change of policy, practice, or act affecting the employees or their conditions of employment. Such joint meetings are for exchanging information and discussion of appropriate topics. They shall be conducted in an atmosphere that will foster mutual respect.

b. The names and organizational locations of representatives shall be exchanged by the parties. Any changes in designees shall also be furnished.

c. Joint Union-Management meetings shall be held upon request by either party, at mutually agreed upon times and locations. Specific item(s) for discussion should normally be provided in advance of the meetings by either party, although items not submitted may be discussed.

d. Joint meetings will be conducted during regular duty hours with Union officials authorized official time without loss of leave or pay.

e. New or changed policy proposals which cannot be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this agreement.

f. A meeting between representatives of the Union and the District Engineer or his designated representative may be held at least quarterly on an agreed upon schedule. Such meetings shall provide the employer and the Union an opportunity to develop an understanding of the problems relating to the Labor-Management Relations Program. These quarterly meetings shall be in addition to those described in parts (a), (b), and (c) of this Article, as those are held as needed and requested.

ARTICLE V: UNION RIGHTS AND REPRESENTATION (Continued)

3. Representation. The Union will be provided an opportunity to be represented at all formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of the employees in the Unit. A meeting requested by either the Union or Employer, or a meeting or bargaining session prescribed by the Agency/Activity policy or this agreement shall be considered a formal discussion and the Union shall be notified in advance of such a meeting and of its right to be represented.

a. The Union has the right to represent an employee or a group of employees in presenting complaints.

b. The Union has the right to have a representative present at all formal discussions between the Employer and an employee or employees, held in the course of proceedings conducted to resolve complaints, grievances or appeals submitted by a member of the Unit. The Employer will notify the Union President or designee before such discussion is held. The Union shall be allowed up to twenty-four (24) hours to provide a representative.

4. Stewardship. The Union may designate Stewards in the various organizations having employees in the Unit. The Union shall designate a reasonable number of Stewards. Upon request from either party, Stewards and supervisors shall discuss informally items of concern in the application of this agreement to avoid misunderstanding and to deter complaints from either party. The Steward or Local official may receive, investigate, prepare and present employee complaints, grievances or appeals during duty hours.

5. Authorized Official Time. Union officers and officials shall be permitted reasonable time during working hours without loss of leave or pay to represent employees in accordance with this agreement. (This shall include time to review working conditions in their areas.) Use of official time will not be limited to the confines of the activity, but will allow the representative to travel in accordance with the needs of the individual case. Union representatives may request and may be granted Government transportation when circumstances dictate such transportation is the most feasible, economical, and is the only reasonable transportation available. Overtime pay and premium pay are not authorized for negotiations or representational duties.

a. Travel and per diem expenses will normally be paid only for representational purposes for the following conditions:

(1) If a Union official(s) presence is requested by a staff level management official.

(2) If a Union official requests in advance a meeting where travel and per diem are applicable and it is approved at staff level.

ARTICLE V: UNION RIGHTS AND REPRESENTATION (Continued)

b. All negotiations and preparations therefore shall be conducted on official duty time. This shall include time to prepare and present matters to the Federal Mediation and Conciliation Service and the Federal Service Impasses Panel.

c. Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance or appeal must necessarily depend on the facts and circumstances of each case, i.e., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations.

d. Reasonable time for preparation of information reports required under 5 U.S.C. 7120(c), including financial reports and trustee-ship reports, shall be afforded to Union officials. The amount of time granted will be that necessary to gather data and complete reports.

6. Internal Union Business. Internal Union business, such as attending Union membership meetings, will be conducted during the non-duty hours of the employees involved. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct no more than four (4) membership drives of up to fifteen (15) days duration each per year, not to exceed thirty (30) days per quarter, before and after duty hours and at break periods and lunch periods. Upon request, the Employer shall provide the Union with space, tables, bulletin boards, and easels for use in such drives.

7. Restraint. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and 5 U.S.C. Chapter 71, et seq, or against any employee for filing a complaint or acting as a witness under this agreement, 5 U.S.C. Chapter 71, et seq, or applicable regulations.

## ARTICLE VI: NEGOTIATIONS

1. Manner. Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new policy or change in established policy which is proposed during the life of the agreement. Negotiation of procedures to implement decisions which are management rights and impact bargaining on those decisions will also be handled in accordance with this section. The parties agree to make a strong and determined effort to resolve all differences which arise between them in connection with the administration of this agreement for the life of the agreement.

2. Scope of Negotiations. Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the Unit. The Employer agrees to negotiate with the Union on any new policy or change in established policy-initiated by the employer prior to implementation. However, if the change itself is not subject to negotiations, its impact upon the employees and procedures for implementing the change will be negotiated upon the request of either party. The scope of negotiations provides for Union input prior to implementation of the above policies and practices.

It is understood that no provisions of this agreement shall nullify or invalidate the rights of employees or the Union established by 5 U.S.C. 7101, et seq, other statutes, or regulations of appropriate authority; nor shall it relieve management of the responsibility to negotiate with the Union as appropriate on the policies, practices and procedures used in exercising its rights. To the extent that provisions of any activity instruction or directive within the discretion of the Employer may be in conflict with this agreement, the provisions of this agreement shall govern.

3. Negotiation Procedures. Negotiating sessions may be requested by either party. Such requests must be mutually agreed upon and shall state the specific subject matter to be considered at such sessions unless otherwise provided. The procedures for negotiations shall be established by ground rules.

a. Union-initiated proposals for a new policy or changes in established Activity policies or regulations, or resolution of a problem(s) will be presented to the designated Employer representative. Such proposals initiated by the Employer shall be presented to the designated Union representative.

## ARTICLE VI: NEGOTIATIONS (Continued)

b. Employees preparing for and negotiating during regular duty hours on behalf of the Union shall be on official time. For the purpose of application and official time, negotiation is that process beginning with preliminary meeting on ground rules and running through all aspects of negotiations, including mediation and impasse – resolution processes.

c. Mid-contract and impact bargaining sessions will be conducted on official time. Reasonable time will be allowed for preparation for negotiations. Such bargaining is considered a part of the Union's duty to represent employees during the life of the agreement.

d. Upon reaching agreement on all articles, the agreement shall be signed by the members of both negotiating committees; ratified by the Union members in a manner prescribed in the Union and, upon ratification, signed by the Union President and the Head of Activity; the agreement will then be forwarded to the Head of the Agency for approval.

e. The printed agreement will clearly bear the date approved by the Head of the Agency.

f. The parties recognize the right of the Union to submit proposals or views directly to the Agency Head for consideration when changes in the Agency procedures are proposed by the Agency.

## ARTICLE VII: GRIEVANCE PROCEDURE

1. Common Goal. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in a courteous and orderly manner. To accomplish this, a strong and determined effort will be made to settle grievances expeditiously and at the lowest level of supervision.

2. Scope. The negotiated grievance procedure shall apply to all grievances. Grievance means any complaint:

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

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

c. by any employee, labor organization, or agency concerning:

## ARTICLE VII: GRIEVANCE PROCEDURE (Continued)

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

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

This grievance procedure does not apply to:

- (a) A violation relating to political activities;
- (b) Retirement, life insurance or health insurance;
- (c) A suspension or removal for national security reasons;
- (d) Any examination, certification or appointment;
- (e) Classification of position which does not result in reduction in pay or grade for the employee;
- (f) An appeal by an employee or employees of a reduction in force action.

Nothing in this section shall prevent employees from exercising the option of appealing adverse action and prohibited personnel notices where allowed by law through the statutory appeals process or to the MSPB, provided that the employee has not filed a formal grievance on the matter in accordance with this agreement.

3. Application. A grievance may be undertaken by the Employer, Union, an employee or a group of employees. Only the Union may represent employees in such grievances. However, an employee or group of employees may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will be present at all discussions between the grievant and the employer within the negotiated grievance process, but will only enter into such discussions if acceptable to the grievant.

4. Procedure. The following procedures are established for the resolution of grievances. The Union agrees that grievance(s) will progress up through the chain of command.

a. Informal Grievance. The procedure for the informal grievance shall be in accordance with the following steps:

## ARTICLE VII: GRIEVANCE PROCEDURE (Continued)

Step 1. The informal grievance shall first be taken up by the grievant (and/or representative or steward, if he/she elects to have one) with the immediate supervisor or the lowest level management official with authority to render a decision. The informal grievance must be initiated within ten (10) work days after the occurrence of the matter or ten (10) work days after the Union or the employee becomes aware of the matter from which the complaint arose and shall not be presented for consideration at a later date. In the case of a continuing practice or existing condition, a grievance may be filed at any time. A decision will be given to the grievant within five (5) work days after presentation of the grievance. Such decision will be oral and every effort shall be made to ensure that it is clearly communicated and understood. Included with such decision shall be a written statement indicating the grievant's right to submit his/her grievance to the next step. Failure of management to meet this deadline shall entitle the grievant to proceed immediately to the next step.

Step 2. Within ten (10) work days after receipt of the decision on Step 1, the grievance shall be presented orally or in writing to the Master of the Dredge, or Chief of Bank Protection Party, Section Chief at Ensley Engineer Yard, or the next level of supervision in the chain of command in the Federal Building. A decision shall be given the grievant within five (5) work days after presentation of the grievance. Such decision shall be orally or in writing, depending upon the form of submission, and every reasonable effort shall be made to ensure that it is clearly communicated and understood. The decision shall include the statement indicating the grievant's right to submit a formal grievance to the Branch Chief. Failure of management to meet this deadline shall allow the grievant to proceed immediately to the formal grievance stage.

b. Formal Grievance. If the grievant is dissatisfied with the decision given on the informal grievance, the grievance may be reduced to writing by the aggrieved and initiated as a formal grievance in accordance with the following steps:



## ARTICLE VII: GRIEVANCE PROCEDURE (Continued)

Step 1. Within ten (10) work days after receipt of the oral or written decision on the informal grievance, the formal grievance shall be presented by the aggrieved and/or his/her representative to the Branch Chief. The grievance shall be submitted in writing, using the following format:

Date:  
To:  
Step #: Formal/Informal  
Nature of Grievance:  
Employee's Name, Grade, Organization: (as applicable)  
Grievant:  
Action Requested:  
Name of Steward:

Upon receipt of the formal grievance, the Branch Chief shall, within five (5) work days, render a written decision. The basis for the decision will also be included in writing. The Branch Chief will meet with the aggrieved and/or his/her representative at the time of the presentation of the grievance, in order to hear oral arguments. Failure of the Branch Chief to respond in time shall allow the grievant to proceed to the next step. The grievant will be informed in writing of his right to proceed to the next step.

Step 2 – Formal. Within ten (10) work days after receipt of the written decision of the Branch Chief, the formal grievance shall be presented in writing to the District Commander. Previously written decision shall be attached to the grievance. Upon receipt of the formal grievance, the District Commander - or his designee will meet with the grievant and/or his representative within five (5) work days to hear oral arguments. Within five (5) work days after the meeting between the District Commander and/or his designee and the grievant, the District Commander or his designee will render a written decision. If the decision is not satisfactory to the Union or if the District Commander or his designee fails to answer in a timely manner, the Union may immediately request the issue be referred to arbitration. This request shall be made within ten (10) work days.

## ARTICLE VII: GRIEVANCE PROCEDURE (Continued)

5. Union-Employer Procedure. This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the effect or interpretation or a claim of breach of this agreement; any claimed violation, any misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Such grievance must be presented in writing to the District Engineer or their designee if initiated by the Union or if initiated by the Employer to the Union President. Such grievances must be presented within ten (10) work days from the occurrence or the time the grieving party became aware of the incidence or occurrence, or at any time when the issue involves continuing condition. Representatives for the parties will meet as soon as possible, but normally within ten (10) work days of this meeting. Additional meetings to discuss the grievance may be scheduled at any time by mutual consent of the parties. If the grievance is not resolved by this method, either party may submit the matter to arbitration in accordance with the procedure contained in this agreement.

6. Witnesses. Employees requested by the grievant to act as witnesses will not suffer loss of pay or charge to leave while they are acting in that capacity. Employees acting as witnesses will be on official time. Overtime or premium pay is not authorized while acting as a witness.

7. Official Time. Employees and employee representatives will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of presenting and preparing the grievance at each step of the procedure.

8. Extension of Time. Requests for extension of time will be taken into consideration when formal grievances are received from the field units, when the work site(s) is not within the commuting area.

## ARTICLE VIII: ARBITRATION

1. Right to Arbitration. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the employer or the Union either as grievant or as representative of the employee grievant(s), may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President or the District Commander, submitted within ten (10) work days of the receipt of the decision.

## ARTICLE VIII: ARBITRATION (Continued)

2. Selecting the Arbitrator. Within ten (10) work days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator and identify the process to be used. If the process cannot be agreed upon, the Formal hearing procedure will be used. If the parties are unable to agree upon an arbitrator at that time, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute 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. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within ten (10) work days after receipt of such list to select an arbitrator. If they cannot agree upon 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) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. The first strike shall be determined by a toss of a coin. The Employer or the Union may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

3. Fees and Expenses. The arbitrator's fees and expenses shall be borne by the losing party. Travel and per diem shall not exceed the maximum rate payable to Department of Defense employees under Volume 2 of the Joint Travel Regulation. The parties shall request that the arbitrator specify, in any decision not favoring one party's position over the other that all costs should be borne equally by the parties. When a formal hearing is used, verbatim transcription shall not be used unless mutually agreed to by both the Employer and the Union. If not mutually agreed to, either the Employer or the Union may utilize verbatim transcription at their own expense, or record the hearing for their own use. The Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

### 4. Arbitration Process.

a. The process to be utilized by the arbitrator may be one of the following:

(1) Formal hearing.

(2) A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

## ARTICLE VIII: ARBITRATION (Continued)

(3) An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (i.e., inspecting work sites, taking statements).

(4) A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision without an opinion.

b. The parties may mutually agree on a stipulation of facts to the arbitrator or may request an inquiry, mini-arbitration, or formal hearing.

c. The parties may mutually direct the arbitrator to simplify or eliminate a written opinion when using the process in (2), (3), or (4) above.

d. 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. An employee of the unit serving as grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in and prepare for the arbitration proceedings without loss of pay, annual leave, or any other benefit. Employee participants on shifts other than the regular day-shift will be temporarily placed on the regular day-shift for the week(s) of the hearing in which they are involved.

e. In considering the grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by U.S.C. 7701(c)(1) of Title V, United States Code, as applicable.

5. Time Limit. The arbitrator shall 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 otherwise agree, in advance.

## ARTICLE VIII: ARBITRATION (Continued)

6. Arbitrator Authority. The arbitrator's decision(s) shall be final and binding and the remedy shall be effected in its entirety.

7. Arbitrator's Authority in Disputes over the Agreement. The arbitrator shall have the authority to resolve any questions or arbitrability and interpret and define the explicit terms of this agreement, etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this agreement, law, rule, or regulation.

### 8. Exceptions.

a. Either party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the Merit Systems Protection Board within thirty (30) calendar days the award is served on the parties. Such review will be sought in the United States Court of Appeal for the Federal Circuit in accordance with the provisions of 7703 of Title V, United States Code.

b. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award if any matter other than those described in (a) above. Such exception must be filed within thirty (30) calendar days of the date the award is served on the parties, in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

## ARTICLE IX: VOLUNTARY ALLOTMENT OF UNION DUES

The Employer shall deduct Union dues from the pay of Employees in the Unit, subject to the following provisions:

1. The Union agrees to procure SF-1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organizational Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

2. The President or other authorized officer of the Local will certify on each SF-1187 that the employee is a member in good standing in the Local, insert the amount to be withheld and submit completed SF-1187 to the payroll servicing officer of the agency.

3. The President or other authorized officer of the Local shall notify the payroll servicing officer of the agency when the Local's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of a thirty (30) day notice. Such change may not be effected more than once in a twelve (12) month period.

ARTICLE IX: VOLUNTARY ALLOTMENT OF UNION DUES (Continued)

4. Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187 by the payroll servicing officer.

5. The Local will promptly notify the payroll servicing officer, in writing, when a member of the local on dues withholding is expelled or suspended.

6. The Employer agrees to have the payroll servicing officer prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and forward it to the financial officer of the Local. The check will be for the total amount of dues withheld for that pay period.

7. The President of the Local will immediately notify the appropriate payroll servicing officer in writing of any changes in the name and/or address of the financial officer of the Local.

8. The Employer will submit with the remittance check an alphabetical listing of the members, amounts withheld, and the anniversary date of dues authorization for each member.

9. A 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 directly to the payroll servicing officer. After receipt of such notice by the payroll servicing officer, revocation will become effective as of the first full pay period following one (1) year from the original date the employee authorized dues withholding or beginning the first pay period after 1 February, if the allotment has been in effect for one (1) year. The Employer shall provide the Local appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

10. Management agrees to provide this service without charge to the Local or members and to continue this service regardless of contract status as long as the Local holds exclusive recognition in accordance with Title 5 U.S.C. 7115.

## ARTICLE X: USE OF OFFICIAL FACILITIES AND SERVICES

1. Space. A heated and air conditioned office equipped with a desk, several chairs (electric typewriters, if available), and a telephone will be provided by the Employer for Union use during normal duty hours at Ensley Engineer Yard. The Union may also use the auditorium in the Administrative Building at Ensley Engineer Yard, provided a one (1) week notice is given and the auditorium is available for use at the requested time. The Union may also use requested space, if the requested space is available, on floating plants during field operations. The Union may use office equipment that is available for use in representational functions, such as typewriters, copying machines, telephones, etc. All areas allowed for Union use will be left in the same condition as found. The Employer agrees that the Union may use the FTS for representational purposes, as necessary.

2. Internal Mail Service. The internal mail service of the Employer shall be available for use by the Union, except for bulk mail distribution for Union business.

3. Bulletin Boards. Bulletin boards shall be available for use by the Union for the posting of notices and literature of the Union. A bulletin board limited to Union use shall be made available on the 5th floor of the Federal Building. BPP #8, HPP #9, BPP #11, the Dredge Burgess, the Strong, the Motor Vessel Mississippi, the administration building at Ensley Yard, and the main shop building at Ensley Yard, shall have a bulletin board(s) or space made available on existing bulletin boards for exclusive Union use.

4. Copies of Agreement. The Employer will provide the Union 1600 copies of the agreement at no cost. The Union will be responsible for distribution. If either party needs additional copies and contracts for reprinting of the agreement, the other party will be given the option to order copies at the same time and unit cost. Should this agreement be automatically renewed without changes, this section will not apply after the initial three (3) year agreement and will be subject to renegotiation at any time thereafter. The Employer will post one (1) copy of this agreement on each official bulletin board.

5. Lists. Employer agrees to furnish to the Union, at least quarterly, a list of all employees in the bargaining unit, alphabetically by organization code and grade. In addition, the Employer agrees to furnish the Union with a quarterly list of gains and losses of employees covered by the bargaining unit. Other requests for gains or losses list will be limited to two (2) per year.

ARTICLE X: USE OF OFFICIAL FACILITIES AND SERVICES (Continued)

6. Policy. The Employer agrees to provide access to the Union and employees, the Office of Personnel Management, and Merit Systems Protection Board publications, including regulations, supplements, and classification standards. The Employer will provide the Union with one (1) copy of all current and future agency and activity policy directives, activity DF's and instructions, etc., relating to unit employees or their working conditions. The Employer will also furnish copies of reports and listings relative to the Labor-Management Relations affecting bargaining unit employees.

The Employer further agrees to furnish three (3) copies of proposed changes to MDR's which affect bargaining unit employees or their working conditions, at least ten (10) work days, if possible, prior to the proposed effective date. Copies will be distributed as follows: Union President, Chief Stewards, Clifford Davis Federal Building, and Ensley Engineer Yard. The Union will furnish any rebuttal or views to the Employer no later than six (6) work days after notification, if possible.

7. Radio. The Union shall have access to two-way radios for representation function.

8. Personnel Folders. The Employer agrees that employees have the right to periodically review their official personnel folders on official time. It is the employee's responsibility to keep their Official Personnel Folder up-to-date, to reflect education experience and other qualifications. This includes details 30 days or less, training and education obtained from other than Government sources.

9. Weekly Federal Employee's News Digest. A copy of the Weekly Federal Employee's News Digest will be maintained by the Employer upon request at each boat, floating plane, dredge, shop at Ensley Yard, and at the Federal Building.

10. Memphis District Publication. The Employer will publish in the official district publication, currently called the River Watch, submissions of the Union, subject to the approval of the Public Affairs Office.

11. Library Use. The Employer agrees to make the materials of the Corps Library readily available to employees.

12. Parking. The Employer will provide parking, if available, in the basement of the Federal Building for the Union representatives engaged in carrying out provisions of this Contract.



## ARTICLE XI: ORIENTATION OF NEW EMPLOYEES

1. Orientation of New Employees. All new employees shall be informed by the Employer that the Union is the Exclusive Representative of employees in the Unit.

Representatives of the Union shall be afforded thirty (30) minutes to speak at orientation sessions for new employees, to provide such employees with an introduction to the purposes, goals, function, and achievements of the Union.

## ARTICLE XII: SAFETY AND HEALTH

1. General. The Employer shall institute an effective occupational safety and health program meeting the requirements of the EM 385-1-1 and applicable law, rules and regulations. The Employer shall notify the Union about any proposed changes or recommendations relative to the safety and health program and negotiate where necessary. Union officials involved in activities or representation pursuant to this Article shall be considered to be on official duty.

2. Union Safety and Health Representative. The Union shall designate one (1) Union member on each unit of the activity to act as a Union Safety and Health Representative. This representative may or may not be the Union Steward assigned to the unit. The Safety and Health Representative will perform the following functions.

a. Work with the Employer and the employees to maintain a safe and healthy working environment, free from conditions considered to be harmful or potentially harmful or hazardous to health, safety, or comfort of the employees, including but not limited to: unsanitary toilet facilities, excessive dust, fumes, or toxic material; and unsafe equipment or practices. Where harmful or potentially harmful environmental or unsafe conditions exist, the representatives shall notify the lowest level supervisor having authority to correct the condition and suggest actions needed to correct the conditions.

b. Participate in the investigation of major accidents in order to determine the cause thereof and have the opportunity to submit suggestions for prevention or recurrence of similar incidents.

c. Investigate, report and suggest corrective action for unsafe working conditions referred to the representative for action.

d. Representatives will accompany the supervisor(s) during safety inspections of work areas where employees believe unsafe or unhealthy conditions exist. A determination will be made as to the condition and necessary steps will be taken to correct the situation, if possible, prior to work resuming.

## ARTICLE XII: SAFETY AND HEALTH (Continued)

e. In all their activities, the representative(s) shall have access to agency information relevant to their duties, including information on the nature and hazardousness of substances in agency workplaces.

f. If the representative is not satisfied with an agency's response to a report of hazardous working conditions, the representative will ask the Union President to request an evaluation and/or inspection from the Occupational Safety and Health Administration.

g. The Union will be notified of employer-initiated training sessions related to safety/health in order to provide an opportunity for requests for attendance from the Union to be considered.

h. The representative will act as liaison between employees and management concerning complaints from employees to management about unsafe, potentially unsafe unhealthy working or environmental conditions or practices; however, this does not deny the employees the right to present complaints of this nature directly to the management.

3. Union Safety and Health Representative. The Union shall be notified of safety inspections and given the opportunity to have a representative present at inspections. The Safety Officer shall furnish the Union the annual report of safety inspections, and reports of accidents and occupational illnesses. The Union may request a joint inspection of any area thought to be unsafe. The Safety Officer and one Union representative shall inspect that area.

### 4. Health and Safety Policies.

a. The Employer will exert every effort to provide safe and sanitary conditions and equipment in consonance with standards promulgated under the Department of Defense (DOD) and Office of Chief of Engineer (OCE) Safety Standards/or regulations. The Employer shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in the DOD and OCE regulations.

b. The Employer will provide suitable protective clothing, equipment and safety devices for employees engaged in activities requiring same in consonance with standards promulgated under DOD and OCE regulations. Replacement and/or repair of issued clothing shall be provided by the Employer.

## ARTICLE XII: SAFETY AND HEALTH (Continued)

c. The Employer agrees to take periodic temperature and humidity readings when there is an indication that atmospheric conditions are adverse. The findings shall be evaluated by the Safety Officer and Union Safety representative. The Employer shall initiate action necessary to correct the situation.

d. The Employer agrees to ensure, to the extent possible, adequate lighting and ventilation in work areas. Corrective action will be taken by the Employer when required.

e. In the interest of safety concerning employees and equipment, the employer agrees that normally employees qualified or in training will operate the equipment.

f. The Employer shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. The Employer agrees that no degradation, restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

g. Where it has been determined by the Safety Officer that conditions exist that are unsafe or detrimental to health, work on that machine or in that area will stop until such time as the condition is remedied. An employee, when required to work in an area identified by proper authority as a potentially hazardous area, will have a safety observer present.

h. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to any employee's health or safety, he or she should report the circumstances to the immediate supervisor and Union Safety representative. Inspections will be made in accordance with Section 2.d of this Article to determine that it is safe before work resumes.

## ARTICLE XII: SAFETY AND HEALTH (Continued)

If a Safety representative is not available, the supervisor shall make the determination as to safe condition and will make his/her rationale for determination known in writing to the Union Safety representative. If any doubt regarding the safety of existing conditions is raised by either the supervisor or Union Safety representative, a ruling shall be obtained from the appropriate Safety Officer. The supervisor shall grant the employee immediate relief from any unsafe or unhealthy circumstances, pending permanent resolution of the problem. The Union or an employee or group of employees who believe that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operations in question, may request a ruling from the Safety Officer and/or have the right to file a grievance. When short-term exposure requires immediate solution and it is not possible to obtain employer concurrence beforehand, then the employee may at his/her discretion terminate his/her on-duty action and so notify the employer requesting temporary assignment to other duties. The standard that will be applied by the employee in making determination to terminate the job assignment is: The danger must be obvious as perceived by a reasonable person. Disciplinary action is appropriate for the employee when he/she abuses the provision of this section. Disciplinary action is also appropriate for the supervisor when unsafe working conditions are ignored.

i. The Employer shall promptly abate all safety and health hazards that are reported by employees or found in inspections. Whenever such conditions cannot be promptly abated, the Employer shall notify the Union Safety Representative and the parties shall meet to establish a timetable for abatement, including a schedule of specific interim steps to protect employees. This agreement shall be reproduced and furnished to the Union Safety Representative.

j. Asbestos. Employees involved in the removal of asbestos will be supplied with forced air respirators and disposable coveralls as a minimum protection.

k. Electrical. Employees will not work on energized electrical circuits without signed authorization. All electrical work will be performed in accordance with EM 385-1-1.

## ARTICLE XII: SAFETY AND HEALTH (Continued)

l. Operators. In compliance with EM 385-1-1, 05.B., operators of hoisting equipment, mobile construction equipment and draglines shall not be permitted to exceed ten (10) hours of duty time in any twenty-four (24) hour period, including time worked at some other occupation, without an interval of eight (8) consecutive hours of rest. Operators of motor vehicles, while on duty, shall not operate a motor vehicle for a continuous period more than ten (10) hours, nor shall the combined duty period exceed twelve (12) hours in any twenty-four (24) hour period, without at least eight (8) consecutive hours of rest. In accordance with 46 CFR 8104.h, an individual licensed to operate a towing vessel may not work for more than twelve (12) hours in a consecutive twenty-four (24) hour period except in an emergency.

m. Noxious Fumes. Air breathing apparatus will be available for employees working with chemicals, solvents, etc. that produce noxious fumes.

n. Cranes. Cranes, operating consoles, and hoist cabs will have working windshield wipers and safety glass will be used in windows. Damaged glass will be replaced as soon as possible. Plexiglass may be used on emergency basis, when safety glass is not readily available.

o. Tie Lines. Knotted lines will be attached to floating plants and to the Ensley string out for the benefit of employees falling overboard.

p. Night Moves. When moving the quarters of BPP #8 from one job site to another (at night) consideration will be given to the arrival time at the next destination. If the estimated time of arrival is expected to be later than 10:00 PM, postponement of the move shall be taken into consideration. The Union Steward assigned to the Unit will be notified in such circumstances.

5. On-the-Job-Injury or Illness. Employees should report to their supervisor immediately all injuries or illnesses which occur on the job no matter how slight.

a. In the case of an on-the-job injury or illness, the Union will be notified as soon as possible.

b. Prompt medical treatment and facilities shall be provided for employees who are injured or become ill on the job.

## ARTICLE XII: SAFETY AND HEALTH (Continued)

c. Employer furnished transportation for employees who become ill or are injured on the job will be as follows:

(1) Normally transportation will be provided if it is reasonably evident that the employee's illness or injury is work related. Private or public transportation, if used, will be reimbursed by Employer. In field operations, transportation will be provided for medical treatment by the employer.

(2) Ambulance service shall be available should the circumstance warrant. The mat plant will maintain a motorized skiff for ambulance service in accordance with EM 385-1-1. Floating plants will provide an area for helicopter ambulance landing when required. No injured or sick employee shall remain unattended while being transferred to a hospital.

(3) The employee will be transported to the nearest medical facility capable of treating the injury/illness.

d. The employer will, as soon as possible, explain to the employee his/her rights and options under the Federal Employee's Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Programs (OWCP) forms, and insure that the forms are properly completed. The injured employee shall be supplied with a copy of the completed forms. The employee may request the presence and assistance of the Union Steward at any time during the discussion.

e. The Employer shall process and promptly forward to OHCP employee and employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The Employer shall consult with the injured employee (and representative, if requested by the employee).

f. Employees who are temporarily unable to perform all of their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in duty status, may be detailed to other work assignments, as in the past, as long as effective use can be made of their duties.

g. When an employee is physically unable to perform his/her duties, medical determinations will be made in accordance with FPM 339, 432, 752, and 831.

## ARTICLE XII: SAFETY AND HEALTH (Continued)

h. As soon as practicable after official notification to the nearest of kin, the Employer shall notify the Union of serious on-the-job illness, injury or death of an employee in the Unit so that the Union may extend benefits to which the employee and/or the employee's family may be entitled.

i. In consonance with Chapter XVII, Title 29 1 Department of Labor Rules and Regulations, on-the-job accident and illness records shall be maintained and reported. A copy of all such reports shall be provided to the Union.

6. Health Services and Preventive Medicine. Since it is of benefit to the Employer to have employees in top physical and mental condition, an Occupational Health Services and Preventive Medicine Program, as provided for in 5 U. S.C. 7901, OMB circular A-72, and FPM Chapter 792, shall be established and maintained by the Employer to the extent that funds are available. Participation in this program shall be voluntary. The Employer and the Union shall encourage employee participation in the program; however, participation is mandatory in certain job related assignments. Employees time spent for examinations, immunizations, briefings, consultation, etc., pursuant to the program shall be considered as official duty time. At a minimum, the program will provide the following services at no expense to the employees:

a. Immunizations necessary to safeguard the health of employees, as determined by employer's competent medical authority.

b. A comprehensive physical examination that would at minimum screen such areas as eyes, ears, heart, and lungs, in accordance with applicable regulations. Employees shall be scheduled for such physical within the first year of their employment. Subsequent physical examinations shall be scheduled in accordance with good medical practice and job related assignments.

c. A comprehensive sight and hearing conservation program.

d. Appropriate health information and screening programs, including information on stress-related diseases and how to handle stress effectively and information on work place hazards which affect the reproductive system.

## ARTICLE XII: SAFETY AND HEALTH (Continued)

e. Periodic examinations of employees whose duties expose them to hazardous environment, such as communicable disease, radiation, excessive noise, toxic agents, asbestos dust, red lead, carbon dust, etc.

7. Occupational Health and Safety Training. Although employees are basically qualified to perform their duties, the Employer recognizes the need for specific orientation or training and update-training regarding occupational health and safety to provide for employee safety and to minimize loss of staff-hours due to preventable injuries. The Employer will provide information, orientation or training so that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, instructions in safe working habits, practices and procedures with regard to specific job assignments will be provided and manuals and regulations relating to safety and health will be made available to all employees.

8. Drills. Fire and lifeboat drills will be conducted only during operating periods and in accordance with Corps of Engineers and Coast Guard requirements. Preparation for emergency drills such as stretching fire hoses and hoisting and swinging out boats shall not be done prior to the signal for such drill. Upon the completion of emergency drills, all employees may be required to remain at their stations for the purpose of securing boats and gear. The signal to dismiss shall not be sounded until that has been done. While at their emergency stations, employees shall be instructed in their emergency duties by personnel who are responsible for emergency operations. Emergency drills should not be scheduled on non-work days.

## ARTICLE XIII: DISCIPLINARY AND ADVERSE ACTIONS

### 1. General.

a. Disciplinary actions will be taken in accordance with the applicable regulations and will be processed promptly, fairly, and effectively. It is the policy of the Employer to impose the minimum penalty that can reasonably be expected to correct the offending employee(s) and maintain discipline and morale among other employees. It is agreed that informal disciplinary action such as oral admonitions and written warnings may effectively correct deficiencies in an employee's conduct or work performance.

b. It is agreed that a thorough investigation will bring issues into sharp focus, afford the employee an opportunity to explain his position, and may possibly eliminate any necessity for initiating formal disciplinary action.



## ARTICLE XIII: DISCIPLINARY AND ADVERSE ACTIONS (Continued)

c. It is agreed and understood that employees may be formally disciplined by being reprimanded in writing, suspended from duty, or removed from employment. More than one charge for a single instance of misconduct is prohibited.

d. Oral admonitions, written warnings, and official letters of reprimand will normally be initiated by the employee's immediate supervisor.

e. Reprimands will be retained for a minimum period of one (1) year and maximum period of three (3) years. Withdrawal of letters of reprimand from the Official Personnel Folder will be in accordance with AR 690-700, Chapter 751.

2. Representation. Prior to calling any management initiated meeting or discussion with any unit employee which could result in a disciplinary action being recommended, the employee shall be informed of the subject matter of the discussion, what records, if any are being kept of same, and will be informed of representation rights and defined in the Weingarten Act. If representation is requested, no meeting shall take place until the representative is present. Union representation is appropriate during disciplinary actions.

3. Informal Disciplinary Actions. The employer agrees that where behavior can be corrected through closer supervision, on-the-job training, oral admonitions, or written warnings, formal disciplinary actions should not be taken. Oral admonitions and written warnings, if utilized, will be done in a timely manner, normally within ten (10) days in order to strengthen the relationship between the offending behavior and the discipline imposed. The employee will have the opportunity to respond orally. The employer will consider the facts and the employee's response in determining the action to be taken. Oral admonitions or written warnings will not be given during the course of discussion between a supervisor and employee where the meeting did not specifically initiate for that purpose.

4. Formal Disciplinary Actions. A notice of proposed disciplinary action against an employee shall be in writing and shall inform the employee:

- a. The specific reasons for the proposed action;
- b. The name of the deciding official to whom he/she may respond;
- c. That he/she may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- d. That his/her response will be considered by the deciding official;

ARTICLE XIII: DISCIPLINARY AND ADVERSE ACTIONS (Continued)

e. That he/she may be represented by a NFFE representative;

f. Of his/her status during the notice period;

g. That he/she shall be granted a reasonable amount of official time to receive 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. Advise if misconduct is a problem covered by the Employee Assistance Program.

5. Employee's Answer. The employee will have four (4) work days from receipt of the proposal to transmit a reply to the deciding official for letters of reprimand; seven (7) work days to respond to suspensions of fourteen (14) days or less; and ten (10) work days to respond to suspensions of fifteen (15) days or more, demotions, separations, except for actions taken under the crime provision. This period may be extended by the deciding official upon written request by the employee, if the request is reasonable.

6. Action by the Deciding Official.

a. The deciding official is the individual who makes the final decision to issue a letter of reprimand, suspension, separation, or other disciplinary action as defined in accordance with applicable regulations and paragraph 1.

b. After carefully considering the evidence and the employee's response and any mitigating factors, the deciding official may:

(1) Withdraw the proposed action;

(2) Institute a lesser action;

(3) Institute the proposed action;

(4) Propose reassignment of the employee to another position at the same grade and pay.

ARTICLE XIII: DISCIPLINARY AND ADVERSE ACTIONS (Continued)

7. Final Notice.

a. The employee will be given the letter of final notice of the decision of the disciplinary action. Reprimands will be effective on the day of receipt of the letter(s); suspensions, demotions and separations will be effected no less than 10 days from the receipt of the final notice. Actions taken under the crime provision are the exception to this.

b. The Employer shall provide the employee with two (2) copies of the disciplinary action(s). One (1) copy may be given to the representative at the employee's discretion.

c. The final notice will include a specific time period, a minimum of one (1) year and a maximum of three (3) years from the effective date of the reprimand. Data involving discipline over three (3) years old will not be used in determining the penalty imposed. Consideration will be given to past disciplinary record and the length of time worked on a yearly basis by seasonal and full time employees when determining retention of disciplinary actions in official personnel folders. Removal letters from employee's official personnel folders in less than specified periods of time will be in accordance with AR 690-70, Chapter 751. Once withdrawn, it cannot be used or relied upon to support a subsequent disciplinary action, unless the reprimand has been cited or relied upon in another disciplinary action.

d. In the event an unfavorable final decision is issued concerning suspensions of fifteen (15) days or more and removals, the employee shall be advised that he or she has the right to appeal the decision under the negotiated grievance procedure or to the Merit Systems Protection Board (MSPB) (for adverse actions), but not both. The appropriate MSPB address shall be included in the letter.

## ARTICLE XIV: PERFORMANCE APPRAISAL SYSTEM

1. All performance standards will be fair, equitable, and consistent with the position description and classification standards for the job. A performance standard is a statement of the approved level of achievement in terms of the quality, quantity, timeliness, etc., required for the performance of an employee's job.

2. Definition. When used in this article, the applicable terms have the following meaning:

a. Critical Element. A major element that is of sufficient importance that performance below the minimum performance standard(s) established by the supervisor requires remedial action and denial of a within-grade increase, and may be the basis of removing an employee from the position by reassignment, demotion or separation. Such action may be taken without regard to performance or major elements.

b. Major Element. A significant component of job responsibility, a major duty.

c. Rating Supervisor. The person assigned responsibility for directing and appraising the employee's performance. This is normally the direct line supervisor.

d. Reviewer. An individual in the employee's performance appraisal chain, normally the rater's immediate supervisor.

e. Performance Rating Levels. Exceptional, Highly Successful, Fully Successful, Marginal and Unsatisfactory; the definitions in AR 690-430 will be used when these terms are addressed with relation to this Article.

f. Supervisors must inform employees who the rater, reviewer and approver will be at the beginning of the rating period.

3. Identification of major and critical elements and the establishment of the performance standards shall be accomplished by the rating supervisor. Each employee will review the standards and be given the opportunity to participate in the development of the standards. The supervisor finalizes the standards, attempting to accommodate the employee's ideas. Major and critical elements and performance standards must be developed and communicated to the employee at the beginning of the rating period and as changes occur. These critical elements and standards will be provided in writing to the employee and will be signed by the employee and supervisor at the beginning of the rating period.

4. The employer agrees to provide adequate training and supervision in an attempt to insure that employees can meet designated performance standards.

#### ARTICLE XIV: PERFORMANCE APPRAISAL SYSTEM (Continued)

5. Reviewers will insure that performance standards and IDP's are reasonable, consistent with like job series/assignments and work area promotional opportunities, and are carried out after approval, as much as possible.

6. Reviewers will attempt to resolve disagreements between the rater and the employee about appraisals.

7. The Civilian Personnel Office will provide orientation, technical advice and assistance to Employees concerning the performance appraisal system.

8. As problems with the appraisal system are identified, they will be evaluated by management and the exclusive representative to attempt their resolution as quickly as possible.

9. When the rating supervisor is not available (e.g., extended illness, death or sudden resignation), the next level supervisor will prepare the appraisal if they have personal knowledge of the employee's performance. If not, an automatic one-hundred twenty (120) day extension will be granted and the newly assigned rating supervisor will complete the appraisal.

10. Rating supervisors will periodically appraise Employees' overall performance and inform them of their progress toward achieving performance requirements. Conferences will be held as often as needed (as a minimum, at the mid-point of the annual rating period). Supervisors will counsel and assist the employee to improve performance before beginning any action against the employee. When a supervisor's review leads to the conclusion that the employee's work is not at the acceptable level of competence or fully successful, the Supervisor will provide to the employee in writing:

a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level.

b. Advise as to what the employee must do to bring the performance up to the acceptable level.

c. A statement that his/her performance may be determined to be less than fully successful, unless improvement is shown; a statement that he/she has a period of ninety (90) calendar days in which to bring his/her performance up to a fully successful level. If the employee's performance becomes acceptable, the notice given as provided above will be cancelled and removed from the employee's files.

d. How the rating supervisor will assist the employee in improving his/her performance.

ARTICLE XIV: PERFORMANCE APPRAISAL SYSTEM (Continued)

e. That the employee will be reevaluated at the end of the ninety (90) day period.

f. The employee will be advised of the Employee Assistance Program and encouraged to obtain help if applicable to his/her performance related problem.

11. If after the ninety (90) day period the employee's performance is determined to be unsatisfactory, he/she is entitled to the following:

(1) Thirty (30) days advance written notice of proposed action which identifies:

(a) Specific instances of the unacceptable performance on which the proposed action is based.

(b) The critical elements of the employee's position involved in each instance of unacceptable performance.

(c) The improvement or lack of progress will be discussed in the letter of thirty (30) day notice.

(2) Representation by an attorney or other representative of the employee's choice.

(3) Not less than fourteen (14) days to answer orally or in writing.

(4) A written decision as soon as possible, but not later than thirty (30) days after the notice period expires. The decision must:

(a) Specify the instances of unacceptable performance on which the action is based. Only instances of unacceptable performance which occurred in the one (1) year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision.

(b) Be concurred in by a higher level official other than the one who proposed the action. If the decision is not rendered by a higher level official, the higher level official's concurrence must be documented.

(c) The written decision will state the effective date of the action, inform the employee of applicable grievance and appeal rights, and be delivered to the employee at or before the time the action is to be effective.

#### ARTICLE XIV: PERFORMANCE APPRAISAL SYSTEM (Continued)

(5) Supervisors will consider reassignment and reduction in grade before proposing removal of the employee.

- If after the ninety (90) day period the employee's performance is determined to be marginal, and the within-grade increase will be withheld, the employee is entitled to a written statement specifying the reasons why the employee's performance was below fully successful and notification that the employee may secure a reconsideration of the decision by filing a written request within fifteen (15) calendar days to a designated official.

12. Employees will be given five (5) days to enter comments concerning their appraisal in Item 14 of the appraisal form. Employees will be given the opportunity to attach comments concerning their dissatisfaction with the appraisal and their reasons for not signing the appraisal.

13. Written records of employee performance and discussions which supervisors use in determining employee performance appraisal will be made available to the employee prior to attachment to the SF-7 card or entered in the Official Personnel File. All such records used in performance evaluation will be maintained for the period of time necessary to allow Employees to appeal the appraisal through established procedures.

#### ARTICLE XV: POSITION DESCRIPTION/CLASSIFICATION

1. Each employee is entitled to an accurate position description which shall be reviewed periodically.

2. If the duties of an occupied position within the unit are changed, the supervisor shall discuss the change with the incumbent employee. If the duties of one or more positions are so substantially changed as to constitute a reorganization or necessitate a downgrade of any occupied position, the employer will inform the Union before implementation.

3. Any employee in the unit who believes he/she is performing duties outside the scope of the position or that the position is inaccurately described, may request the immediate supervisor that the position description be reviewed. The employee will be allowed to present his/her position to the supervisor during the review process. Normally within five (5) days, the supervisor will initiate a job description update request or explain why the current description is adequate. No request for a change in an individual job description will be submitted within

## ARTICLE XV: POSITION DESCRIPTION/CLASIFICATION (Continued)

thirty (30) days of a scheduled survey or until ninety (90) days has lapsed after completion of a survey. This explanation shall be in writing and signed by the supervisor. The supervisor may request assistance from the Personnel Office in this matter. If the employee is not satisfied with the explanation, he/she may request an updated job description from the Civilian Personnel Office, prior to filing a grievance. The employee may be represented by the Union in the grievance.

4. Any employee in the unit who feels that his/her position is inaccurately classified may present a complaint orally or in writing to the supervisor. Normally within ten (10) days the supervisor will discuss the matter with the employee and explain, with assistance from the Personnel Office as needed, the basis upon which the job has been evaluated. If the employee is not satisfied with the explanation received, he/she may file a classification appeal, in writing.

a. Wage Grade employees must appeal through the Agency Procedure and then to the Office of Personnel Management (OPM).

b. General Schedule employees may appeal to the agency first and then to OPM if dissatisfied, or may go directly to OPM.

c. General Schedule and Wage Grade employees in the unit, other than those with saved grade and saved pay rights, whose positions have been downgraded as a result of reclassification may appeal the downgrade either under the negotiated grievance procedure or to the Merit Systems Protection Board. Notice of such downgrades shall include an explanation of the employees' rights, including the address of the appropriate MSPB office.

d. Saved grade and saved pay rights shall be afforded eligible employees in accordance with applicable laws and regulations.

5. The employee shall have the right to be assisted by a representative of his/her choosing in preparing and presenting a classification appeal.

a. The employee may have a representative present at a job audit, subject to the following:

(1) A formal written appeal must have been filed under these procedures.

(2) The accuracy of the official position description must have been specifically questioned.

(3) The employee must specifically request the presence of a representative in writing.



## ARTICLE XV: POSITION DESCRIPTION/CLASSIFICATION (Continued)

b. Where a job audit is initiated by the Employer, the employee will not be permitted to have a representative unless the conditions in (a)(3) are met.

c. Full consideration will be given to any presentation on behalf of the employee.

d. The final evaluation, including accuracy of the position description, will be discussed with the employee and representative where one is chosen.

6. The Employer will notify the Union of new position classification or job grading standards affecting unit positions prior to implementation. The Employer will meet with the Union to discuss and/or negotiate the impact and implementation of these standards on unit positions.

7. The phrase "performs other duties as assigned" in an employee's job description shall not be construed to require the employee to perform duties outside his/her regular field of work on a continuous basis.

8. Positions offered outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved grade or saved pay protections under Title VIII of the Civil Service Reform Act, may be declined by the employee and shall not be mandatory reassignments. The distance involved in the local commuting area shall not exceed thirty (30) miles.

## ARTICLE XVI: INCENTIVE AWARDS COMMITTEE

1. Incentive Awards Committee (Suggestions). The Employer agrees that the Union shall have two (2) representatives on the Suggestion Award Committee. During evaluations and voting procedures with respect to suggestions, the Union representatives shall serve as participating members of the committee.

a. Employer also agrees to reply to all suggestions with a come-back letter within ten (10) working days of receipt of suggestion;

b. Employer also agrees to give employees a status report on suggestions quarterly until the decision is reached.

3. Incentive Awards. The employer will furnish the Civilian Personnel Management Report or its equivalent to the Union, as published. This report will reflect number and type of awards and other prescribed data.

## ARTICLE XVII: MERIT SYSTEM – PROMOTION AND DETAIL

1. General. All personnel actions involving merit promotion shall be consonant with the merit systems and the Civil Service Reform Act. The Employer agrees to explain to employees as needed the merit system in an attempt to assure fair, equitable, and consistent practices in carrying out the merit promotion procedures. The Employer will attempt to ensure that all qualified people have equal opportunity for promotion in accordance with the Article on Equal Employment Opportunity. No pre-selection will be tolerated.

The Union will be provided monthly vacancy lists that are being actively recruited for and have not been filled and shall be fully identified as to grade, title, organization, permanent, seasonal, and date announcement closed.

2. Vacancies. Vacancies to be filled by merit promotion shall be publicized to ensure that all employees have an equal opportunity to participate. This shall include mailing notices of vacancies. This mailing will be in a timely fashion so as to assure opportunity for these employees to participate. The Union shall be furnished a copy of all vacancy announcements.

Area of consideration will be Memphis District, Corps of Engineers. If the area of consideration fails to produce a sufficient number of qualified status employees, concurrent consideration will be given to any one or all of the following: other competitive service Federal employees, reinstatement eligible, and the U.S. Office of Personnel Management register eligible.

a. When a position is to be filled under the provisions of the Merit Promotion plan, it shall be fully identified as to grade, title, organization location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent. The announcement will show opening date, closing date and expiration date.

b. Details and placement actions involving transfer, reinstatement or reassignment to positions with known promotion detail will be accomplished in accordance with the regulations and the merit Promotion Plan and principles.

c. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be in accordance with regulations.

ARTICLE XVII: MERIT SYSTEM – PROMOTION AND DETAIL (Continued)

3. Evaluation Panels. Evaluation panels shall be established to rate and rank all candidates for unit vacancies. Upon receipt of the vacancy announcement, the Union may submit a Union representative's name(s) by the closing date for the announcement to serve on the panel or as an observer. Panel members must meet requirements of FPM 335.

4. Exceptions. Positions may be filled as an exception to the Merit Promotion Plan, by reassignment, change to lower grade, repromotion, reemployment, promotion under upgrading of position. Promotion in accordance with approved training programs, and reduction-in-force, in accordance with applicable regulations.

5. Supervisory Appraisal. In the interest of providing for objectivity in a supervisory appraisal (SA), an employee should have been under the immediate supervisor for at least ninety (90) days. When this is not the case, prior supervisory appraisals should be obtained if requested by the employee. Supervisors shall keep employees advised of weaknesses in job performance and of areas in which the employees may improve their chances for promotion.

6. Non-Selected Employee Rights. A non-selected employee who requests reconsideration in accordance with this Merit Promotion Plan may request representation by the Union. The following information about specific promotion action shall be available to an employee and/or representative upon request:

a. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position:

b. Whether the employee was one of those in the group from which the selection was made and the names of the candidates in the group;

c. Who was selected for the promotion; and

d. In what area, if any, the employee should improve to increase chances of future promotion.

e. Employees or employee representatives shall be permitted to review any and all documents used in evaluating candidates for promotion purposes. If the employee files a grievance, he/she will be furnished copies of these documents upon request.

ARTICLE XVII: MERIT SYSTEM – PROMOTION AND DETAIL (Continued)

7. Career Ladder Position. Successive career promotions may be made until an employee reaches the full performance level of a position, provided:

a. The entry into the career ladder was made competitively and the employee met all requirements for placement on a “position with known promotion potential.”

b. All employees in like positions in an organizational group are given grade building experience.

c. All have the same opportunity for promotion as they demonstrate ability to perform at the next higher level.

d. There must be enough work at the full performance level for all employees in this group.

e. Beyond the full performance level, promotions must be competitive.

8. Repromotion. An employee who is demoted through no personal fault, shall be entitled to special consideration for repromotion. Employees who apply for promotions to their former positions or equivalent or intervening promotions and who were demoted because of a reduction-in-force shall be considered for promotion to such former positions or intervening positions in inverse order of retention standing prior to filling the position by other promotion action, subject to the criteria in the regulations.

9. Details.

a. Manner. Details will be accomplished in accordance with applicable regulations and the Merit Promotion Plan.

b. Official Credit. Details in excess of 30 days shall be recorded in the employee’s official personnel folder, and copies of the record forwarded to the employee. Details shall be noted by the supervisor on the “Supervisor’s Record of Employee”. Employees who are detailed for less than thirty (30) days are responsible for updating their official personnel folder.

c. Intent. Detail procedures used by the employer shall maximize employee opportunity while meeting Employer needs.

The employer is responsible for assuring that details do not compromise the open-competitive principle of the merit system or the principles of job evaluation.

## ARTICLE XVII: MERIT SYSTEM – PROMOTION AND DETAIL (Continued)

10. Temporary Promotion. An employee temporarily promoted into a higher grade position shall be paid commensurate with the position. An employee assigned to a position warranting a higher grade shall be temporarily promoted if qualified. Temporary promotions of (120) days or more will be made based on competitive procedures.

## ARTICLE XVIII: EQUAL EMPLOYMENT OPPORTUNITY

1. Policy. The Employer and the Union shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, marital status, lawful political affiliation, or handicapping condition. Policy shall be in compliance with the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations.

2. Mutual Concern. The Union and the Employer agree to discuss problems involving discrimination, and resolve to find effective and lasting remedies to all cases of discrimination. The Employer will furnish the Union with a copy of all the annual affirmative action report.

3. Selection of Membership on the EEO/Affirmative Action Group. The Union may appoint a representative to the District EEO Affirmative Action Group for the District Commander's approval.

4. EEO – Union Relations. The Union will appoint a Union EEO Coordinator who will be responsible for the Union – EEO relations, including but not limited to submitting EEO Counselor nominees, determining whether complaints can best be handled by EEO or negotiated grievance procedures, presenting problems and possible resolutions to relevant problems within the EEO system or within the District.

5. Recognition. Employees or officials actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices may be recognized for their actions. The Employer will consider nominations for the EEO Award submitted by the Union.

6. Union Representation. An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by the Union representative of his or her choice, if he/she so desires. If, after discussing the problem, the employee decides to follow the negotiated grievance procedure, he or she may be represented by the Union until a final decision has been made. Once a statutory complaint has been filed by an aggrieved employee, the Union may attend any subsequent meeting, hearing, investigation or discussion concerning the complaint and if the employee requests and it is permitted by the investigator. In any event, the Union will be present at the adjudication if general conditions of employment are affected.

## ARTICLE XVIII: EQUAL EMPLOYMENT OPPORTUNITY (Continued)

7. Official Time. An employee or his/her representative, if the representative is an employee, shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal. A complainant and/or the representative shall be given official time to attend any conference, meeting, hearing, investigation or trial in connection with an EEO complaint, provided a written complaint has been filed. Any witnesses necessary to present a complaint or an appeal, including a hearing, will also be on official time.

### 8. Upward Mobility:

Definition: Upward Mobility is a systematic management effort that focuses on personnel policy and practices on the development and implementation of specific career opportunities for lower level employees (below GS-09 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.

#### Program Provisions:

- a. Upward mobility opportunity will be made available on a nondiscriminatory basis.
- b. The program will use a systematic, structured approach, with well-thought-out objectives.
- c. The program shall provide for assistance to employees in making decisions about their careers. This assistance may come from any source, but it must be a coordinated part of a plan assuring that upward mobility candidates and trainees will have sound and current information.
- d. The following will not be considered a part of the Upward Mobility Program:
  - (1) Career Intern Program;
  - (2) Cooperative Education programs;
  - (3) Student Employment Program;
  - (4) Training for normal staff development or to improve performance in an employee's assigned job;
  - (5) Outside recruitment programs.

## ARTICLE XIX: EMPLOYEE ASSISTANCE PROGRAM

1. General. The Employer shall provide an effective employee assistance program meeting the requirements of applicable laws, regulations, and guidelines. The Employer and the Union shall discuss and negotiate any proposed changes or recommendations relative to the program for employees with medical/behavioral problems. Union members involved in activities or representation pursuant to this article shall be considered to be on official duty. Employee participation in the program shall be voluntary.

### 2. Policy.

a. The Employer recognizes that medical/behavior 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. The Employer acknowledges that such problems may be resolved with proper treatment and workers may return to high levels of productivity. Appropriate assistance will be offered to overcome problems, if it is evident the problem may affect the employee's job performance.

c. The Employer shall immediately refer to the program any employee who acknowledges having a medical/behavioral problem either of his own or her own or a family member. If the employer reasonably suspects that the employee has a problem in this area, he or she should encourage the employee to participate in the Employee Assistance Program (EAP).

d. Participation in rehabilitative programs shall be viewed favorably in consideration of disciplinary action against an employee. Employees will be given the opportunity to avail themselves of professional help prior to disciplinary or performance termination in accordance with AR 600-85. Disciplinary action against an employee shall be suspended for ninety (90) days in accordance with AR 600-85. Supervisors shall accept the professional opinion of the medical professional in establishing expectations for recovery. Should the employee successfully complete the program of treatment or is pursuing a course of treatment toward a successful ending, the supervisor may, at the end of the ninety (90) day period, withdraw any proposed disciplinary or adverse action. The employee may be reassigned to another position as a form of accommodation.

e. Before any discipline is taken against an ill employee who has committed an infraction resulting from drug abuse or illness and who is undergoing rehabilitative treatment, consideration must be given to whether the employee has suffered a temporary relapse rather than failed completely in rehabilitation efforts.

f. The Employer has no interest in the employee's private lives, except where it has substantial impact on the job performance or accomplishment of agency mission. Therefore, discussions and inquiries with the employee shall be limited to the issue of performance or conduct and shall not attempt to explore underlying causes.

## ARTICLE XIX: EMPLOYEE ASSISTANCE PROGRAM (Continued)

g. Participation in the program shall not jeopardize an employee's job security, or his/her opportunity for promotion, except as related directly to sensitive positions (currently Title II, 20(c) of P.L. 91-616).

h. Appropriate leave will be granted for treatment.

3. Confidentiality. The confidential nature of medical records of employees with medical/behavioral problems shall be maintained. The employer agrees that diagnosis of alcoholism and drug addiction will not be reflected by an employee's health record. Neither coordinators nor any management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent.

4. Publicity. Management shall post its written policy on troubled employees, news about the program, and assurances of confidentiality for participants on official bulletin boards. Management shall undertake a publicity effort within the activity to eliminate any stigma associated with such matters.

5. Training. Representatives of the union will be notified and given the opportunity to request attendance at training sessions related to the program given to management officials.

## ARTICLE XX: TRAINING

1. Determination. Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining to assure development and career planning for employees and to maintain the competence of the work force.

2. Training Programs. The Employer and the Union agree that the establishment of training programs to improve employee efficiency, contribute to merit promotion from within the unit whenever practicable, and to assist employees hurt by reduction-in-force, reorganization or transfer of function to obtain placement in another agency. In developing such programs, the Employer agrees to consider the views of the Union. A representative of the Union will be extended an invitation to participate in training committee meetings.

3. Procedures. Supervisors will meet with each employee to discuss a mutually prepared training and development plan. This will be reflected on the Individual Development Plan on the annual performance appraisal. The plans may include formal educational courses, on and off the job and with or without pay.

4. On-the-Job Training. If an employee is required to train a new employee and this employee's work falls behind due to training another employee, the employer agrees to provide assistance, if necessary, to bring the work up-to-date or will not hold the employee responsible for loss of production.



## ARTICLE XX: TRAINING (Continued)

5. Scheduling. It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences and meetings be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education, and training.

6. Records. The Employer agrees to record training accomplishments in the employee's official personnel folder. This does not relieve the employee of the individual responsibility to keep his or her personnel folder current and complete to fully reflect total employment experience, training and education. The Union agrees to encourage employees to review their personnel folders to assure that training is accurately recorded.

7. Expenses. An employee desiring to enroll in a non-Government facility shall submit a request to the supervisor at least 35 days prior to the registration date of the course where possible. If the supervisor recommends approval, it will be forwarded to the Personnel Office for a review of regulatory compliance and final approval. The employee shall be notified of final action at least five (5) days prior to registration, if possible. Partial or full tuition assistance will be in accordance with existing regulations and procedures.

8. Use of Equipment. The Employer agrees to make available to all employees enrolled in District approved training courses academic aids such as desk calculators, typewriters, etc., if available on the premises of the Activity, at mutually agreeable times during the employee's non-duty hours.

9. Special Training. Management recognizes the benefit to both parties of having Union officials and stewards skilled in problem resolution and in applicable personnel policies and practices. Management agrees to provide an opportunity for the Union to attend employer initiated training sessions and provide material and training aids, if available, to enhance the skills. Official time will be allotted to permit this training.

## ARTICLE XXI: LABOR-MANAGEMENT RELATIONS TRAINING

1. Union-Sponsored Training Sessions. The Employer agrees to grant administrative leave to employees who are Union officials and stewards for the purpose of attending Union-sponsored and other training sessions, providing the training is of mutual concern to the Union and the employer. Administrative leave for this purpose will normally not exceed 360 hours per year for the first year of this agreement and 160 hours per year in successive years. Management may consider requests for an additional 120 hours per year if there is amply justification for the request and the request is submitted in a timely manner. A written request for administrative leave will be submitted at least two (2) weeks in advance by the Union President to the Personnel Office. The request will contain information about the duration, purpose, and nature of the training.

## ARTICLE XXI: LABOR-MANAGEMENT RELATIONS TRAINING (Continued)

2. Employer/Union-Sponsored Training Sessions. The Employer agrees to conduct joint Management-Union training sessions on official duty time regarding the administration of this agreement and activity policies effecting the working environment. Such training shall be primarily concerned with orienting and briefing Union and management officials and representatives on the requirements and administration of this agreement and agency policies affecting the working environment.

## ARTICLE XXII: WORKWEEK, HOURS OF WORK, FLEXTIME AND SCHEDULES

1. General. Where changes in hours of work, days of work, tours of duty, or administrative workweek are involved, the Employer and Union will meet to discuss the change prior to implementation. In all cases, establishment and changes in hours of work, days of work, tours of duty, ad administrative workweek will comply with the provisions outlined in 5 CFR Part 610.

2. Schedules. Work schedules will accurately reflect the employees' actual work requirements, including overtime. Work schedules will consist of a regularly scheduled basic workweek of forty (40) hours, plus the period of regular overtime, if any, required of each employee. Any change in schedule must be posted one (1) week in advance, except in cases of emergency.

3. Tours of Duty. Tours of duty will be posted two (2) weeks in advance of the administrative workweek to correspond with known work requirements and cover a period of at least one (1) workweek. If it is determined that the employer should have scheduled a period of work as part of the employees regularly scheduled administrative workweek and failed to do so in advance, the employee shall be entitled to the payment of premium pay for that period of work as regularly scheduled work.

4. Basic Workweek. The basic workweek shall consist of forty (40) hours spread over a maximum of five (5) consecutive eight (8) hour days.

5. Shift Work. Schedules for shift employees will be posted. Changes in shift schedules shall be subject to impact and implementation bargaining. Assignments will be based upon employee preference, if practical. Efforts may be made to allow for personal hardships when shift assignments are made. The employer agrees to provide the Union with former and current copies of schedules in situations involving impact and implementation bargaining concerning changes to schedules.

### 6. Flexitime and Compressed Basic Workweek:

a. Changes in existing flexitime will be subject to implementation and impact bargaining.

ARTICLE XXII: WORKWEEK, HOURS OF WORK, FLEXTIME AND SCHEDULES  
(Continued)

b. Compressed Workweek:

1. The employees of Ensley Yard will have an election as to whether or not to have a four (4) day workweek; and

2. The employees will have an election as to whether or not to have one (1) hour lunch at Ensley Yards. The first election is to be held in January 1986 and ensuing elections are to be held every two years thereafter. Elections are to be held by Employer with the Union to verify and count the ballots. A sixty percent (60%) majority will be required for either to pass.

7. Religious Observances. An employee whose personal religious beliefs require that he or she be absent from work during scheduled work period may elect, subject to approval of his/her Employer, to engage in overtime work for the time lost in meeting those religious requirements. Any employee who elects such overtime work subject to approval of the Employer shall be granted equal compensatory time off from his/her scheduled tour of duty (in lieu of overtime pay) for such religious reasons, or requirements, in accordance with PL 95-390. Request for this time off must be made one (1) week in advance.

8. Rest Break. Each employee is authorized one fifteen (15) minute rest break after completion of one-half (1/2) of the second four (4) hour period. A rest break will not be scheduled to shorten a tour of duty. A rest break will not immediately precede the lunch break nor immediately follow the lunch break, e.g., a rest break shall not be a continuation of the lunch break. In the event that an employee's duties require working during a portion of the authorized break, then the break period will be adjusted to ensure a full fifteen (15) minute break. Employees will be allowed to take the rest break away from the immediate work site.

9. Clean Up. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for personal cleanup prior to lunch and at the end of the work day. "Reasonable" for purposes of this paragraph shall mean a minimum of fifteen (15) minutes.

10. Lunch Period. Changes in the length of the lunch period will be negotiated with the Union. Employees non-paid lunch break can be taken on or off the work site.

11. General. The Employer agrees to implementation and impact bargaining with the Union in changes to the work hours.

ARTICLE XXII: WORKWEEK, HOURS OF WORK, FLEXTIME AND SCHEDULES  
(Continued)

12. Sailing and Board Time. Posting of sailing time will be applicable to Patrolboats, Dredges and Towboats while at home port (Ensley Engineer Yard) and for weekend standby at other landings. Sailing time will be posted as follows:

- a. Prior to arrival at Ensley or other landing for weekend standby.
- b. On arrival at Ensley, when the vessel's stay in port is estimate to be twelve (12) hours or less.
- c. Not later than one (1) hour after arrival at Ensley for other than weekend standby when stay is expected to exceed twelve (12) hours. In the event it is necessary for any reason to change the estimated sailing time, such information will be displayed immediately.

13. Pay Entitlement – Duty and Non-Duty Time. Employees are expected to report for work at the designated time and place. There are four conditions which normally prevail for any employee during his tour of duty, i.e., (1) he is in duty status; (2) he is on approved leave with pay; (3) he is on approved leave without pay; or (4) he is Absent Without Leave (AWOL).

ARTICLE XXIII: OVERTIME

1. Employee Assignment. Overtime assignments shall be made as the needs of the work require and shall be distributed as fairly as possible to all qualified employees. The Employer shall consider such circumstances as the condition of the employee's health and other personal problems when assigning employees to work overtime. The Employer shall give as much advance notice as possible when assigning employees to work overtime. Supervisory personnel will normally not perform overtime duties considered nonsupervisory duties when qualified nonsupervisory employees are available. Professional personnel will normally not perform overtime duties considered nonprofessional duties when qualified nonprofessional employees are available.

2. Distribution. Records showing the overtime distribution shall be maintained and made available to the Union upon request. In the event an employee does not desire to work overtime, the Employer shall make every effort to accommodate the employee's request to be excused from overtime work provided that another qualified employee is available for overtime.

## ARTICLE XXIII: OVERTIME (Continued)

3. Rest Breaks and Lunch. Each employee shall be authorized one fifteen (15) minute break within each four (4) hours of overtime worked. Employees working in excess of twelve (12) continuous hours will be allowed an additional non-duty meal period of at least thirty (30) minutes.

4. Compensation. An employee shall be neither compelled nor permitted to work overtime without compensation. Employees shall be compensated for any partial hour worked in increments of fifteen (15) minutes. An employee who has left the work site upon completion of his/her tour of duty and is then called back to work shall receive not less than two (2) hours compensation. Wage Grade system employees shall not be required to take time off during regular shift hours in their regular workweek in order to compensate or offset overtime hours worked. Graded employees at or below the minimum salary rate of grade GS-10 will be compensated at overtime rates for all time worked over eight (8) hours per day or forty (40) hours per week unless such employee elects in writing to take compensatory time for such overtime.

5. Sunday Premium Payment. Each employee whose basic work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during the period of service. An employee's regular scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

6. Night Shift Differential. For regularly scheduled time worked between the hours of 6:00 PM and 6:00 AM, GS employees shall be paid additional compensation at the applicable rate of pay.

For regularly scheduled shift time worked between 3:00 PM and 12:00 midnight, WH employees shall be paid additional compensation at the rate of pay applicable. For regularly scheduled shift time work between 11:00 PM and 8:00 AM, WG employees shall be paid additional compensation at the applicable rate of pay. The rates of pay for shift work will be printed on the Notification of Personnel Action, SF50. Employees who have questions concerning specific shift rates should contact their timekeeper or supervisor. Applicable rates of pay will be in accordance with appropriate regulations.

7. Minimum Overtime Payment.

a. The minimum overtime payment for employees who are called back to work shall be two (2) hours.

## ARTICLE XXIII: OVERTIME (Continued)

b. Employees who are directed to report for duty at a prescribed time and location will be considered on duty and will receive pay at the applicable rate for such time regardless whether or not work is available.

## ARTICLE XXIV: CONTRACTING OUT OF WORK

1. General. It shall be the policy of the employer to notify and consult with the Union regarding any review of a function for contracting out or consideration of contracting out a new or revised function that may adversely affect bargaining unit employees.

a. Notification concerning the above shall occur at least thirty (30) days in advance of the “invitation for bid” or a “Request for Proposal for Contractual Services”. The reason(s) for the proposal, status of affected employees, arrangements to be taken to minimize impact on employee (i.e., reassignment, retraining, retraining career employees and restricting new-hires), and contract specifications, will accompany this notification and the Union will have ten (10) calendar days to file written comments. The Employer will meet with the Union within ten (10) calendar days from receipt of the comments to discuss the action.

The employer agrees to seriously consider the views and recommendations of the Union and to announce a decision in consideration of them within ten (10) calendar days.

b. When the decision to proceed with a proposal, the Employer will periodically apprise the Union of the status of the proposal. The Union will be furnished a copy of each specification and contract at the same time the invitations for bids are mailed to bidders. Also the Union shall be furnished dates and times of pre-bid and bid opening conferences.

c. Subsequent to opening of the bids and before a contract is awarded, the Union shall be provided data concerning the “in-house” estimate of cost of the work to be performed in accordance with the regulations. The Union will be given fifteen (15) calendar days to review the in-house” estimate and the other pertinent data and to comment on and/or challenge the validity of the data.

## ARTICLE XXIV: CONTRACTING OUT OF WORK (Continued)

2. Personnel Affected by Contracting Out. The Employer agrees to take action to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to maximum extent practicable. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

## ARTICLE XXV: REDUCTION-IN-FORCE

1. Through careful planning and use of other administrative techniques, management officials at all organizational levels should seek to avoid the necessity of entering into a formal RIF action. As one administrative technique, management will consider holding vacant positions open prior to a formal RIF if it can be anticipated that adversely affected employees may be qualified for such positions. Office of Personnel Management (OPM) regulations covering Reduction-in-Force (RIF) procedures for employees in the competitive service will be utilized by management and the Union in carrying out their labor-management responsibilities throughout the RIF process. The Union will monitor any RIF's through reviewing management's proposed actions and providing comments and suggested changes. Prior to the implementation of any management policy or decision concerning a RIF, the Union will receive a copy of such proposed action and be provided time to review the management proposal. The Employer will meet with the Union to discuss the possibility of requesting early retirement authorization from OPM prior to implementation of the RIF. The Union will be provided with initial information on the anticipated impact of the RIF not less than 60 days prior to the RIF date.

2. Matters which will be monitored by the Union will consist of the following:

- a. A listing of competitive area vacancies at the beginning and end of the RIF.
- b. Reasonable offer of position.
- c. Compliance with the Act, OPM, and agency RIF procedures.
- d. Examination of all applicable retention registers and examination of Personnel Office journal files of occupational categories and cross-checking of the accuracy of registers.
- e. A listing of all applicable retention registers and examination of Personnel Office journal files of occupational categories and cross-checking of the accuracy of registers.
- f. Review of job descriptions abolished.
- g. Insuring of retreat rights to a position once held.

ARTICLE XXV: REDUCTION-IN-FORCE (Continued)

3. Written notice will be given to employees at least 60 days in advance of the effective date of the RIF.

4. It is agreed that the Union will meet as frequently as necessary with management to insure compliance with the provisions of this agreement. It will also carry out the following actions with management to provide effective placement of personnel in the RIF, and insure promotion and reemployment rights:

a. Review of all of the following for the purpose of minimizing downgrades and loss of employment:

(1) Retirement of any employee.

(2) Resignations, transfers or other loss of employees.

(3) Declination of job offers by employees.

(4) Any other event which creates a vacant position at or below the current grade of an adversely-affected employee for which he/she may qualify.

b. Restructure positions to the extent practicable so as to enable adversely-affected employees to fill positions.

c. Restructure unfilled trainee positions to the extent practicable to provide positions or journeyman employees who may be adversely affected.

d. Where it can be determined that an employee being separated fails to fully qualify for a vacant position but has the specialized skills and abilities to perform the duties of that position in a satisfactory manner within a ninety (90) day period, the employee may be placed in the position.

e. A program will be developed to counsel and train employees to the extent practicable, so that they may assume a vacant position for which they would otherwise not be qualified, and to explore with other Federal agencies, state and municipal authorities available training programs for adversely-affected employees.

f. On the day that letters of job offer/separation are issued, annotated retention registers will be made available for review by the Union. These registers will reflect job offer or separation actions and will be updated on a continuing basis. The Union will be allowed to review the updated registers periodically.



ARTICLE XXV: REDUCTION-IN-FORCE (Continued)

g. Management may replace temporary employees that are in continuing positions in accordance with the regulations.

h. Employees who have been downgraded because of the RIF process may obtain repromotion to their former grades in accordance with regulations.

i. The Employer will consider a freeze on all hiring for the life of the RIF.

5. Nothing in this contract shall preclude the Union from grieving overall RIF procedures.

6. The Employer agrees to notify the Union prior to implementing any personnel action which could result in an adverse action (s), i.e., application of new classification standards resulting in downgrade, abolishment of position(s) or other actions which are not the fault of the employee, that would result in substantial changes in condition(s) of employment. The employer agrees that notification to the employee shall include applicable appeal procedures.

7. Reorganizations or RIF's. The Employer agrees that in the event of a reduction-in-force or a reorganization, an active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program.

8. Personnel Files. The Union and management will jointly encourage each employee to see that his/her personnel file and SF-171 are up-to-date as soon as the RIF or reorganization is announced. The Employer will add to the personnel file any changes or amendments consistent with the regulation. Both the personnel file and SF-171 will be used to match employees with vacancies.

9. Contacts. Such contacts will include but not be limited to Office of Personnel Management; Federal job search organizations; other Federal agencies in the commuting area; and state employment agencies.

10. DOD Priority Placement List. The employer will consider employees who are separated by reduction-in-force for temporary vacancies within the District in accordance with DOD Priority Placement List.

11. Eligibility. An employee affected by a RIF or reorganization will remain eligible for participation in the outplacement program until he/she:

a. Voluntarily separates or retires from Federal service;

## ARTICLE XXV: REDUCTION-IN-FORCE (Continued)

- b. Accepts a valid offer made under the program; or
- c. Refuses one (1) valid offer made under the program.

For the purpose of this section, a valid offer is one of a position at the same pay and/or grade as the position of record. No application for any position shall be made on an employee's behalf without his/her written consent. A valid offer must be within the commuting area or in another geographic location in which the employee has expressed a written interest.

12. Duration. This program shall remain in effect until all affected employees are either placed or rendered ineligible.

## ARTICLE XXVI: SEASONAL EMPLOYMENT

1. Seasonal employees shall be placed in a pay or non-pay status according to retention standing and job classification within the unit to which assigned.
2. Critical skills employees are those employees whose skills are required to perform specific functions (skills) that are not readily available on the local job market.
3. A written statement of the terms indicating the estimated period of time that a seasonal employee can normally expect to be in a pay status in a given calendar year. Employees appointed prior to September 1982 do not have seasonal work agreements. Seasonal employees will be subject to reassignment and recall as a condition of employment in accordance with an agreement established and provided at the time of appointed in accordance with MD-SOP-690-320, dated 17 December 1982.

## ARTICLE XXVII: LEAVE AND HOLIDAYS

### 1. Annual Leave.

a. The employer agrees to maintain a reasonable leave policy. Whenever possible, vacation leave may be scheduled so that employees will be permitted at least two (2) consecutive weeks annual leave during each calendar year. The supervisor will make every effort, consistent with work requirements, to assure that an employee will not lose annual leave. The supervisor will endeavor to afford each employee leave at the time the employee considers convenient and desirable. Should the supervisor deem it necessary to cancel previously approved leave, he will inform the employee of the reasons for such actions as soon as the requirement for such cancellation is known. A roster of scheduled annual leave for vacation purposes shall be posed in a conspicuous place.

## ARTICLE XXVII: LEAVE AND HOLIDAYS (Continued)

b. When personal emergency circumstances conflict with leave plans, an employee may, with concurrence of his supervisor, cancel and/or reschedule previously approved leave.

c. Use of annual leave is subject to prior approval of the appropriate supervisor. Although retroactive approval may be granted when circumstances warrant, failure to secure prior approval may result in the period being changed to absence without leave (AWOL) during which the employee receives no pay. Unforeseen circumstances of a personal nature may prohibit an employee from requesting and obtaining prior approval of his absence. In such cases, the employee is responsible for notifying his supervisor within a time span consistent with the nature and degree of the emergency. Subsequent approval of annual leave for such an absence is a supervisory decision which shall take into consideration the mitigating circumstances.

### 2. Sick Leave.

a. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness.

b. Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury or other reasons as provided by sick leave regulations. Absences in excess of three consecutive working days are required to be supported by medical certificates or other administratively acceptable evidence. When an employee requires use of sick leave, he will notify his supervisor by telephone or other means generally within two hours of the start of the first day of absence, and each succeeding day of absence.

c. Medical certificates may be required, regardless of duration, in individual cases where there is reason to believe that the sick leave privilege is being abused. Prior to the employee being placed on leave restrictions, the employee must be counseled concerning leave abuse and must have shown no improvement in leave usage since the time of the counseling. Once an employee is on leave restriction, he must be notified in writing and this restriction will be reviewed every three (3) months. If the employee's use of leave improves, the leave restriction will be lifted immediately.

3. Maternity and Paternity Leave. Employees who are pregnant will be allowed to work as long as they and their doctors feel it is wise, prior to delivery of a child. Maternity leave in the form of sick leave, annual leave, or leave without pay will be granted during delivery and confinement and until the employee is released by the doctor to return to work. Additional annual leave or leave without pay may be granted for up to three (3) months, subject to operational needs, so that mothers may make child care arrangements. Fathers may be granted paternity leave, i.e., the use of annual or leave without pay in order to care for their newborn child, the child's mother or other minor children. The amount of time allowed shall depend upon the circumstances of the individual case and operational needs. Similar leave arrangements shall be granted to those who become adoptive parents.

## ARTICLE XXVII: LEAVE AND HOLIDAYS (Continued)

4. Military Leave. Employees who are members of the National Guard or Reserves will be granted military leave not to exceed fifteen (15) days per year. This can be used for active duty or training. If an employee is called on duty as a member of the National Guard or Reserves and has used all his military leave, he must be granted leave without pay upon request or may be granted annual leave if he desires.

5. Administrative Leave or Excused Absence. Administrative leave may be granted to employees at the discretion of the activity Commander for participation in such civic activities as blood donations, civil defense drills, registering to vote, voting, participation in conferences and conventions, charitable causes or when otherwise appropriate in accordance with regulations. Administrative leave may also be granted when the activity shuts down due to circumstances beyond the agency's control for a short period of time. Instances involving snow storms, floods, lack of heat or electricity and similar events are covered by this type of administrative leave.

6. Holidays. Employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order. Insofar as practicable, selection for holiday work shall be made by the Employer from among qualified employees. The accomplishment of the Employer's mission will take precedence over the other considerations in the selection of qualified employees to do the work. Selections for work on holidays will be rotated among employees within each skill whenever the workload and sufficient number of qualified employees permit.

7. Leave Without Pay. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. Employees may also be granted leave without pay upon request if they leave to their credit but for some reason choose not to take it. The possibility of granting advanced sick leave in lieu of leave without pay will be examined in each individual case and will be granted when possible. Leave without pay shall be granted upon request to disabled veterans needing medical treatment and reservists and National Guard personnel for military training duties. Leave without pay may also be granted on an extended basis for educational purposes, while awaiting action on a retirement or OWCP claim, while serving as an officer or representative of NFFE, and for other reasons. Approval of leave without pay will be based on operational needs and staffing requirements.

8. Court Leave. Employees who are called for jury duty will be given the option of keeping their jury duty fees and being in a leave without pay status or turning over their jury fees to the agency and continuing to collect their salaries during the time they are on jury duty. The employer will allow the employee to fulfill the citizenship duties of jury duty unless an emergency exists. The same rule shall apply for employees who are subpoenaed to serve as witness in trials in Federal, state, and local courts. The District may petition the court to excuse employees from jury duty or serving as witnesses.

## ARTICLE XXVII: LEAVE AND HOLIDAYS (Continued)

9. Compensatory Time. All employees not covered by the Fair Labor Standards Act and those covered by the Act whose entitlement under Title V is as great as the entitlement under the Act may be granted compensatory time off in lieu of overtime payments if the employee so requests. The employee must make such a request at the time the overtime is to be worked. It shall be the duty of the supervisor to inform the employee of the right to request compensatory time rather than overtime payment. No coercion shall be used to get the employee to request such time off rather than payment. This shall be entirely the employee's choice.

10. Leave Usage. Annual or sick leave usage shall be charged in increments of one (1) hour. Employees who have been granted annual or sick leave and return to work during the shift shall finish that shift. Leave will not affect overtime pay or compensatory time for hours worked.

11. Tardiness. Supervisors shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employees.

## ARTICLE XXVIII: TRAVEL AND PER DIEM

1. Pay while traveling and per diem will be paid in accordance with existing regulations contained in FPM Chapter 550, FPM Chapter 551, Volume 2 of the Joint Travel Regulations, and MDR 55-2-1, and other applicable regulations.

2. Per diem, when advance payment is involved, may be turned in for payment every 14-30 days while an employee is in a travel status. Submittal of the travel voucher for the first payment will normally be about the 14<sup>th</sup> day.

3. While in travel status, travel time of one hour to job and one hour return from job is all an employee will normally be required to travel on his own time per 24 hour period. Approved travel between TDY locations will be considered hours of work or will be accomplished during work hours.

4. When requested in writing by the employee, a written explanation will be furnished showing the necessity for travel during other than normal duty hours, when such travel is not compensable as overtime.

5. Employees are to be transported on Government time and expense back to their permanent duty station before being placed in a non-pay status.

## ARTICLE XXIX: QUARTERS AND MESS

1. Quarters. Quarters furnished employees will be dormitory type accommodations normally for four (4) employees per room. If more than four (4) employees are assigned to a room, the room should accommodate them adequately. Quarters furnished will have adequate heat, air conditioning, light, ventilation, and sanitary accommodations. Lounges will be provided employees that have chairs, tables, and a color twenty-five (25) inch television. At least one locker with sufficient space to stow a reasonable amount of gear will be furnished each employee within his dorm room. Where space in the dorm permits, each employee will be furnished a chair. A waste basket will be placed in each dorm, at least one ashtray per dorm room will be provided, and if there is more than one smoker per room, additional ashtrays will be furnished upon request. Plastic waste basket liners will be furnished to employees upon request. Employees will be allowed to decorate their dorm rooms in a manner that is not offensive to others in the room and as long as such decoration is not permanent in nature. Every bunk in a dorm room will be furnished with a bunk light if possible.

2. Bedding and Linen. Mattresses and pillows of good quality and condition will be furnished an adequate number of blankets (two, if requested), two white sheets, one white pillow slip, one bedspread, one washcloth, and two bath towels.

3. Sanitation and Cleanliness. The Employer will keep all quarters assigned for the use of personnel free from vermin. The Employer will clean all lounges, hallways, and communal bathrooms daily. Cleaning equipment and supplies will be made readily available to employees for the purpose of cleaning their won dorm spaces, e.g., mops, brooms, dust pans, fox tails, broom cleansers. The Employer will clean dorm rooms daily. Wash cloths and towels will be changed at least twice a week. Sheets and pillow slip will be changed on a weekly basis. A reasonable amount of standard brand face soap, hand soap, laundry soap, and washing powder will be furnished by the Employer to employees upon request. The Employer will furnish to employees, upon request, when conditions warrant, over the counter parasitcides for clothing and bedding.

4. Inspection. During ship-up quarters are to be inspected for cleanliness. A Union representative will accompany the inspector. The Employer agrees to inspect quarters daily for cleanliness. The Employer agrees to jointly inspect the quarters bi-weekly with the Union steward on duty time and it is suggested that the captain or chief of party make the inspection personally.

5. Mess. Where subsistence is provided, meals will be prepared according to menus based on Department of the Army Supply Bulletin, SB10-260. The menus listed in SB 260 will be modified to satisfy the reasonable food preferences of the employees. Suggested menu modifications by the Union stewards will be accepted whenever possible. The menu will provide a variety of wholesome, nourishing meals in adequate quantities to afford employees "seconds" if requested. Seconds will be allowed if requested and available on an as requested basis (first-come-first-serve). Seconds will not be available until all employees desiring to eat have had an opportunity to do so. Preparation and serving operations will be carried on under sanitary conditions and in accord with the health and sanitation recommendation of the United States Public Health Service and applicable state and local regulations (EM 385-1-1).

## ARTICLE XXIX: QUARTERS AND MESS (Continued)

Preparation and serving operations should result in the most operation should result in the most palatable and attractive meals practicable. The quality and palatability of meals served in mess facilities within the Memphis District shall be equal. If necessary, the employer will adjust ration allowance as one means of obtaining the goal. The daily menus shall provide at least the minimum daily requirements of protein, fat, carbohydrates, vitamins and minerals established by the United States Recommended Daily Allowances. Condiments including ketchup, sugar, salt pepper, lemon juice, pepper sauce, and tobasco sauce, will be placed on each table of the mess. Where separate messes are provided, either by a division of space or time in grade, the menus and amenities will be the same. Visitors desiring to eat will eat the same meals, in the same mess, at the same time as the employees, whenever possible. Fresh milk, coffee and iced tea will be provided at each meal in a reasonable amount. Coffee tea and snack foods will be provided after the evening meal whenever possible to do so within the target allowance.

6. Transportation to Mess. Employees whose duties on the revetment plant do not require their presence, will be transported from the revetment plant to the quarterboat for the mid-day meal, lunch, or mid-shift meal, which meal shall be served hot. The employer guarantees a minimum of 45 minutes from the disembarkation whistle to embarkation whistle of the trans-portion barge carrying personnel to and from the revetment plant to the quarterboat messing facilities in order to allow employees adequate clean up and eating time. Where the distance between the plant and the quarterboat does not permit this to be carried out within the established meal period the time in excess of such meal period will be considered duty time. This provision does not apply when the quarterboat is in tow.

7. Light Lunches. A light lunch may be made available between the hours of 11:00 PM and 1:00 AM where such lunches can be provided without exceeding the established target allowance for uncooked rations and without requiring additional man-hours for preparation. Such lunches shall consist of cold cuts, cheese and leftovers when available. Coffee and tea shall also be made available. Such lunches shall not be abused by the crew members.

8. Necessity for Private Transportation. The employer recognizes the need of employees to maintain privately owned vehicles on field operations which does not maintain a laundry facility or commissary. The employer agrees whenever practical to place the quartering facilities where they will be accessible to two-wheel drive vehicles.

9. Embarkation and Disembarkation from Marine Quarters. The employer agrees to furnish gang planks, cut pathways, cover riprap or means to permit safe passage for boarding and leaving floating plant.

10. Eating Considered Hours of Work. Where subsistence and quarters are furnished and employees are required to consume meals at their work station rather than the normal mess facilities provided, due to circumstances that arise requiring the employee's presence at his work station, the employee will be considered on duty time. This duty time shall not exceed twenty (20) minutes.

## ARTICLE XXIX: QUARTERS AND MESS (Continued)

11. The Employer recognizes the need and benefit to keep the morale of the employees high. Therefore, while away from their permanent duty station, the Employer will make a strong and determined effort to insure mail is handled in a timely manner on a regular basis.

## ARTICLE XXX: ENSLEY ENGINEER YARD

Parking. Adequate parking will be provided at Ensley Engineer Yard. Parking areas will be paved and lined as conditions and funds permit. Current facilities will not be reduced without completion of implementation and impact bargaining, except for security reasons.

## ARTICLE XXXI: AGREEMENT TERMS

1. The effective date of this Agreement shall be date of the approval by the Department of the Army.

2. This agreement shall remain in force and effect for three (3) years from date of approval. The Agreement shall be automatically renewed upon the expiration of the initial three (3) years term, and from year to year thereafter, unless either party gives written notice of intention to terminate or renegotiate the Agreement in its entirety between the 105th and 60th calendar day prior to its anniversary date or a valid challenge is filed between the 105th and 60th calendar day prior to the anniversary date.

3. This agreement shall not be enforceable at any time after it is determined, under the provisions of the Law, that the Union no longer is entitled to Exclusive Recognition, or after such recognition has been relinquished.

4. Either party may request modification of this Agreement by notifying the other in writing that a conference is desired for that purpose. The notice shall state the nature of the revision(s) desired and must be given not less than 90 calendar days prior to termination date of this Agreement. The conference shall be convened within 30 calendar days of the date of receipt of such notice. There shall be no more than one such conference during each contract year, except by the mutual consent of the parties. Amendments or supplements to which the parties agree shall become effective upon approval by the Department of the Army, and shall not continue beyond the expiration date of the basic agreement.



## ARTICLE XXXI: AGREEMENT TERMS (Continued)

5. Modification(s) or amendment(s) of this Agreement resulting from changes in applicable laws, regulations or policies issued by agency or higher level authority after the effective date of this Agreement, the implementation of which is mandatory and not discretionary with the Employer, will be made by written notification to the Union indicating the modification and the reason. In such an event, the parties will meet for the purpose of negotiating new language which will meet the requirements of such laws, regulations, or policies. Such amendments as agreed to will be duly executed on a date or dates appropriate under the circumstances.

6. When renegotiation of this Agreement is in process, but will not be completed by its anniversary date, or to cover the period of an election if the Union recognition has been properly challenged, the Agreement will remain in full force and effect until the changes have been negotiated or the challenge has been resolved.