

# Negotiated Agreement

Between

District Engineer

U.S. Army Corps of Engineers, Fort Worth District

and

American Federation of Government Employees  
Local 2732

## Table of Contents

<b>PREAMBLE</b>	
<b>ARTICLE I</b>	Recognition and Coverage of Agreement
<b>ARTICLE II</b>	Purpose
<b>ARTICLE III</b>	Management Rights and Responsibilities
<b>ARTICLE IV</b>	Employee Rights
<b>ARTICLE V</b>	Employee Responsibilities
<b>ARTICLE VI</b>	Matters Appropriate for Negotiation
<b>ARTICLE VII</b>	Union Representation
<b>ARTICLE VIII</b>	Labor-Management Cooperation
<b>ARTICLE IX</b>	Disciplinary Actions
<b>ARTICLE X</b>	Hours of Work
<b>ARTICLE XI</b>	Holidays
<b>ARTICLE XII</b>	Overtime
<b>ARTICLE XIII</b>	Promotions
<b>ARTICLE XIV</b>	Job Classification
<b>ARTICLE XV</b>	Details
<b>ARTICLE XVI</b>	Publicity
<b>ARTICLE XVII</b>	Equal Employment Opportunity
<b>ARTICLE XVIII</b>	Leave
<b>ARTICLE XIX</b>	Sick Leave
<b>ARTICLE XX</b>	Health and Safety
<b>ARTICLE XXI</b>	Training
<b>ARTICLE XXII</b>	Use of Official Facilities
<b>ARTICLE XXIII</b>	Employee Debts
<b>ARTICLE XXIV</b>	Grievance Procedure
<b>ARTICLE XXV</b>	Arbitration
<b>ARTICLE XXVI</b>	Impasses in Negotiations
<b>ARTICLE XXVII</b>	Incentive Awards
<b>ARTICLE XXVIII</b>	Pay Practices
<b>ARTICLE XXIX</b>	Employee Personnel Files
<b>ARTICLE XXX</b>	Within-Grade Increase
<b>ARTICLE XXXI</b>	Civic Responsibilities
<b>ARTICLE XXXII</b>	Performance Evaluation
<b>ARTICLE XXXIII</b>	Contracting Out of Bargaining Unit Work
<b>ARTICLE XXXIV</b>	Reduction-in-Force
<b>ARTICLE XXXV</b>	Civilian Drug Testing Program
<b>ARTICLE XXXVI</b>	Dues Allotment
<b>ARTICLE XXXVII</b>	Duration of Agreement
<b>APPENDIX A</b>	Official Time Report for Representational Duties Form

## **PREAMBLE**

Pursuant to 5 U.S. Code Title VII (P.L. 95-454) and subject to all applicable statute and regulations, this agreement is made and entered into by and between the U. S. Army Engineer District, Fort Worth, Texas, hereinafter referred to as the Employer; and Local 2732, American Federation of Government Employees (AFL-CIO), hereinafter referred to as the Local; and collectively known as the Parties.

**WHEREAS** the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

**WHEREAS** the well-being of employees and efficient administration of the Government are benefited by providing employees with an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

**WHEREAS** the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and Management officials; and

**WHEREAS** subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of labor organizations and agency Management.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

*Whenever language in this Agreement refers to specific duties or responsibilities of specific employees, supervisors, or management officials, it is intended only to provide a guide as to how a situation may be handled. Where such references are included, they reflect management's desire to foster accountability for critical processes and reduce the potential for conflict in the work place. To this end, management agrees to make every reasonable effort to utilize personnel in accordance with the guidelines set forth in this Agreement*

## **ARTICLE I - RECOGNITION AND COVERAGE OF AGREEMENT**

**Section 1.** Pursuant to Section 7111, 5 U.S. Code Title VII (P.L. 95-454), the Employer recognizes the Local as the exclusive representative of all employees in the Unit defined in Section 2 of this Article.

**Section 2.** The Unit to which this Agreement applies is: All employees employed at the Sam Rayburn-Town Bluff Project Office and Sam Rayburn Power Plant, with the exception of professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, guards, and supervisors defined in 5 U.S. Code Title VII (P. L. 95-454).

**Section 3.** The Local recognizes its responsibility of representing the interests of all Unit employees without discrimination and without regard to Local membership, with respect to grievances, personnel policies, practices and procedures, or other matters affecting working conditions, subject to the express limitations set forth elsewhere in this Agreement.

**Section 4.** In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities; including policies set forth in the Code of Federal Regulations, by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

**Section 5.** The requirements of Section 7106, 5 U.S. Code Title VII (P.L. 95-454), shall apply to all supplemental, implementing, subsidiary, or informal agreements between the District Engineer, Fort Worth District, Corps of Engineers, and Local 2732, American Federation of Government Employees (AFL-CIO).

## **ARTICLE II-PURPOSE**

**Section 1.** The Employer and the Local desire to enter into a Labor-Management Agreement which will have for it purposes, among others, the following:

- a. To promote fair and reasonable working conditions;
- b. To promote improved programs designed to aid employees in achieving their acknowledged and recognized objectives;
- c. To promote the highest degree of morale and responsibility in the project work areas;
- d. To adjust promptly all differences arising between them related to matters covered by this Agreement;
- e. To promote systematic employee-management cooperation between the Employer and its employees, and
- f. To provide a safe and healthful work environment.

**Section 2.** Collective Bargaining for the purpose of contract negotiation under the terms of this Agreement is defined as the mutual obligation of the Employer and the Local to meet at reasonable times and confer in good faith with respect to personnel policies and practices, or other matters affecting general working conditions.

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

**Section 1.** Management officials of the agency retain the right, in accordance with applicable laws and regulations:

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

**Section 2.** Nothing in this Agreement shall require the employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction. However, all employees are free to join or to refrain from joining the Local. The Employer shall take the necessary action as required by 5 U.S. Code Title VII (P.L. 95-454) to assure that employees in the Unit are apprised of their rights under this section and that no interference, restraint, coercion or discrimination is practiced so as to encourage or discourage membership in the Local.

**Section 3.** The provisions of this Agreement shall govern provided they do not conflict with policies set forth in the code of Federal Regulations or published agency policies or regulations issued at levels above the Fort Worth District.

**Section 4.** Management rights listed in Section 1 will not limit an employee's right to express dissatisfaction concerning procedures employed by Management in the exercise of their rights. It is also understood that the exercise of such Management rights shall be subject to agency appeal or grievance procedures where applicable as prescribed in laws, regulations and policies; and the negotiated grievance procedure provided in this Agreement.

**Section 5.** An emergency will only be declared for good cause. When emergency procedures are invoked, the Local will be notified as soon as conditions permit, and the Employer will inform the Local of the circumstances causing the emergency and its expected duration. In an emergency, the Employer will give due regard to the welfare of the employees, and to the maximum extent possible will abide by the terms of this Agreement.

## **ARTICLE IV - EMPLOYEE RIGHTS**

**Section 1.** The Employer and the Local agree that employees shall have, and shall be protected in the exercise of, the right, freely, and without fear of penalty or reprisal, to form, join, and assist the Local membership of Local 2732 and the exercise of that right will not affect the status of any employee. The freedom of such employee to assist the Local shall be recognized as extending to participation in the management of and acting for the Local in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

**Section 2.** Nothing in this Agreement precludes an employee of the Bargaining Unit, regardless of Union membership, from bringing matters of personal concern to the attention of appropriate officials under applicable laws, rules, regulations or established agency policy, or from choosing his/her own representative in a grievance or appellate action, except when the grievance is covered under the negotiated procedure in this Agreement.

**Section 3.** An employee is only accountable to the Employer for performance of his/her assigned duties and for compliance with governing regulations. Within this context, the Employer affirms the right of employees to conduct their private lives as they deem proper, so long as they are in compliance with governing laws and regulations.

## **ARTICLE V - EMPLOYEE RESPONSIBILITIES**

**Section 1.** Employees of the Unit have an obligation to report for work on time. Tardiness will be noted on employee re, rd card and continual tardiness may be subject to disciplinary action, including removal. (See Article XVIII, Section 12).

**Section 2.** Employees are obligated to appear at their duty station physically able and appropriately attired to perform their assigned duties.

**Section 3.** An employee has the right to refuse orders that would require the employee to violate the law.

## **ARTICLE VI - MATTERS APPROPRIATE FOR NEGOTIATION**

**Section 1.** The Employer agrees to negotiate personnel policies, practices, procedures and other matters affecting working conditions of employees in the Bargaining Unit which are within the control of the employer. However, any obligation to meet and confer does not include non- negotiable matters with respect to the mission of an agency; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal

security practices.

**Section 2.** Regarding any matter affecting working conditions not within the control of the Employer, exception from the appropriate higher agency level may be requested by the Local under provisions of applicable regulations. Copies of any such Local requests will be furnished to Management.

**Section 3.** Where the parties mutually agree to any change in this Agreement, they shall execute a joint document which will amend an Article(s) of this Agreement. The amendment shall be approved and executed in the same manner as the original agreement.

**Section 4.** If the Parties do not mutually agree on a proposed change to the Agreement submitted by either Party, the matter will then be considered for formal negotiations, provided the Party desiring negotiations makes the request within 10 days after the disagreement. At that time, the Local will, upon written request be granted official time to conduct negotiations on the proposed changes.

**Section 5.** It is agreed that changes initiated from the Employer on personnel policies, practices and other matters affecting working conditions of employees in the Bargaining Unit can be made by mutual agreement using the procedures outlined in this Article.

## **ARTICLE VII - UNION REPRESENTATION**

**Section 1.** The Local will furnish the Operations Manager a complete and current written list of officers and stewards. A list of officers will be submitted upon their election and list of stewards upon their designation or change. Only these officers, representatives and stewards who have been so designated by the Local will be recognized by the Employer.

**Section 2.** Three stewards shall be designated by the Local so that each employee in the Unit will have reasonable access to a steward. Normally, the designated stewards will be employed in the area they are assigned to represent.

**Section 3.** The steward may receive and investigate complaints and grievances of employees on duty time if he/she is otherwise in a duty status, and on government premises.

**Section 4.** It is recognized that effective labor-management relations promote efficient mission accomplishment and are in the best interests of both the Local and the Employer. Accordingly, the Employer will grant a reasonable amount of official time to labor representatives and aggrieved employees for attendance at meetings with Management officials concerning complaints/grievances and other appropriate matters. Reasonable time will also be allowed for representatives to meet with employees to discuss grievances and other appropriate matters. Appropriate time for representational duties will normally be determined by that which causes a minimum of interference in the performance of assigned duties and by the complexity of the issues involved.

**Section 5.** The Employer agrees that officers or duly designated representatives of the Local or its National office, who are not employees of the Project may be admitted to the installation upon notification to the Employer by the Local.

**Section 6.** An employee may handle his/her own grievance. However, if he/she desires representation, he/she will be represented by the Local. The Local has a right to be represented at formal discussions between Management and an employee(s) or employee representative concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions. This right to be present does not extend to informal discussions of personal problems between an employee and supervisor when the employee does not desire the presence of a Local representative.

However, if such discussions involve discussions on personnel policies or other matters which the Employer is obligated to discuss or negotiate with the Local, any decisions arriving from the discussions will not be made until this obligation is discharged and such decisions will not conflict with existing agreements with the Local.

**Section 7.** Local representatives and aggrieved employees shall be permitted a reasonable amount of time while preparing appeals and third party hearings.

**Section 8.** Should it be necessary for the Steward/Representative to leave his/her work area he/she shall obtain permission from his/her supervisor and the supervisor of the section he/she intends to visit. Permission will not be unreasonably withheld. The Steward/Representative will report to his/her supervisor when he/she reports back to his/her work station.

**Section 9.** The Employer and the Local have an interest to insure that the amount of representational time is kept and recorded accurately. In order to do so, it is agreed that the official Time Report of Representational Duties (Appendix A) will be completed by the representative using official time for representational duties, after the duties are completed. The representative and the appropriate supervisor will initial the form showing the amount of time spent in representational activities.

## **ARTICLE VIII - LABOR-MANAGEMENT COOPERATION**

**Section 1.** The Employer will semiannually during the first week of January and the first week of July furnish the Local a list of names, position titles, grades, and duty stations of employees assigned to the Bargaining Unit.

**Section 2.** Each month, the Local will be given a list of the names, position titles and grades, of all employees appointed, promoted and separated from the Unit during the preceding month. In addition, the reasons for separations (i.e. retirement, transfer or resignation) will be furnished.

**Section 3.** The Local agrees to cooperate with the Employer in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no coercion or reprisals will be used to solicit contributions. Confidential gifts may be made by placing contributions in sealed, unmarked envelopes. It is further agreed that no lists will be kept showing the names of contributors and the amounts of their contributions, except for bookkeeping purposes.

**Section 4.** The Employer will inform each new bargaining unit employee of the Local's Exclusive Recognition, provide the employee a copy of the negotiated agreement and introduce him/her to the appropriate Local representative at the time of formal employee orientation.

## **ARTICLE IX - DISCIPLINARY ACTIONS**

**Section 1.** All unit employees have the right to Union representation at any examination of that employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee and if the employee requests said representation.

**Section 2.** A qualified Management official will informally discuss with the employee the basis for any proposed disciplinary or adverse action prior to its being reduced to writing. The employee's view will be carefully considered before Management institutes any formal action. This action is not deemed to be an official decision by Management nor an official reply by the employee.

**Section 3.** After the employee notifies Management in writing that he/she is being represented by the Local on a particular action, copies of all future applicable correspondence addressed to the employee will also be furnished to the designated Local representative by the employee.

**Section 4.** When the employee does not elect to have the Local represent him/her, the Local will normally be permitted to have an observer present at the adverse action hearing without charge to leave. If the employee who requested the hearing objects to the attendance of an observer on grounds of privacy, the examiner will determine the validity of the objection and make the decision on the question of attendance.

**Section 5.** If within the employer's control, any employee to be served with a warrant or subpoena will be served in private without the knowledge of other employees.

**Section 6.** Disciplinary actions will be initiated only for just cause and effected by Management in keeping with applicable laws and regulations. The Table of Penalties for Various Offenses in Army Regulation 690-700, Chapter 751, may be used as a guide in administering discipline that is considered appropriate for the employee committing the offense. Once the employer becomes aware of an offense, disciplinary action will be taken in a timely manner.

**Section 7.** In cases of adverse actions, the employee may have a representative of his/her choosing.

## **ARTICLE X- HOURS OF WORK**

**Section 1.** The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) days, when possible, which shall be Monday through Friday, except for power plant operators and park rangers/natural resource specialists. The two (2) non workdays of the basic workweek shall fall on consecutive days, unless there are compelling reasons to the contrary.

**Section 2.** Employees will be placed on the standard Traditional Work Schedule (TWS), unless they are approved to work on Alternate Work Schedules (**AWS**). **TWS** consists of standard ten (10), eight (8) hour workdays per biweekly pay period with two days off each week. The working hours in each day in the basic workweek shall be the same.

**Section 3.** Unless otherwise stated within the conditions of this article, employees have the option to request

participation in the alternative work schedules identified below, subject to applicable federal laws, rules and government-wide regulations and supervisory approval. Supervisors may approve other variations in situations to expand opportunities for employees, to meet unique work situations, or to accommodate special employee circumstances, such as, but not limited to, family care needs, personal medical requirements, and educational opportunities.

**Section 4.** Alternate Work Schedules (AWS) consist of flexible work schedules (FWS) and compressed work schedules (CWS). The Flexitour work schedule is available under FWS and the 4-10 and 5/4-9 work schedules are available under CWS for employees allowed to participate in AWS. A shift CWS (as more fully defined below) will be implemented for power plant operators for a test period of one year to provide sufficient data for Management to assess the impacts from implementing such shift CWS. At the completion of this test period, Management will permanently implement the schedule used during the test period, or will meet with the Union to discuss the adverse impacts and negotiate further on this issue. Due to the operational nature of the work, power plant operators, as a work unit, will be limited to this shift CWS, and will not have the option to be excluded or to select other work schedules.

a. Under flexitour, full-time employees must work 8 hours a day, 40 hours a week and 80 hours a biweekly pay period. Employees may determine their own starting and quitting times, but they must be present at work during the core hours or be in an approved leave status. Part-time employees have a biweekly basic work requirement of less than 80 hours that allows an employee to determine his/her own schedule within the limits set by the supervisor. Once selected, the hours are fixed until another time or work schedule is approved. The Flexitour schedules must provide for sufficient personnel on hand to accomplish the Agency's mission.

(1) The tour of duty is Monday through Friday, 0630 to 1745 hours.

Flexible Starting Time: 0630 to 0845 hours. Core Time: 0845 to 1500  
Flexible Quitting Time: 1500 to 1745 hours

(2) Employees on flexitour are not permitted to earn credit hours.

(3) Overtime work for FWS are hours of work in excess of eight hours in a day or 40 hours in a week, which are officially ordered in advance.

b. Under the 4-10 CWS, full time employees work eight (8) workdays of ten (10) hours each in an 80-hour biweekly pay period. The supervisor will determine the number of hours a part-time employee must work in a 4-day workweek and the number of hours in a biweekly pay period.

c. Under the 5/4-9 CWS, full-time employees work eight (8) days of nine (9) hours duration each and one (1) day of eight (8) hours duration in each 80-hour biweekly pay period. The supervisor will determine the number of hours a part-time employee must work within nine (9) days of the biweekly pay period.

d. Power plant operators' work schedules will be changed from an eight (8)-hour shift under TWS to primarily a six (6), twelve (12)-hour shifts under CWS. This work schedule is subject to change by Management when necessitated by workload requirements, when extended absences arise, or when abnormal, unusual or unforeseen circumstances arise.

(1) To provide 24-hours a day, 7-days per week coverage, the power plant operators' CWS will be comprised primarily of two (2), twelve (12)-hour shifts, but will also include several days during the shift cycle when they might be scheduled to work only an eight (8)-hour shift in order to have 80 hours of work scheduled for each operator in each biweekly pay period. The two (2), twelve (12)-hour shifts normally will be scheduled from 0700 to 1900 hours (day shift) and from 1900 to 0700 hours (night shift). The eight (8)-hour shift normally will be scheduled from 0700 to 1530 hours.

(2) The power plant operator working the eight (8)-hour workday will be the relief operator. A relief operator is any one of the total power plant operators' staff who is scheduled to work, but who does not have primary responsibility on the shift when two operators are on duty. This position is also referred to as the "maintenance" shift operator. The relief operator will have a 30-minute unpaid lunch break. The operator working the twelve (12)-hour shift will not have a scheduled unpaid lunch period.

(3) Power plant operators will rotate through a shift-worker cycle. A shift-worker cycle is the length of time it takes to rotate an employee through all of the shift assignments, typically five (5) pay periods.

e. For full-time employees, all hours in excess of the established compressed work schedule are overtime hours.

f. Credit hours are not permitted under a CWS program

**Section 5.** Participation in the AWS is voluntary for employees, with the exception of power plant operators. Some work units, such as the power plant operators, may require total employee participation to accomplish the Agency mission or to safeguard employees. In work units in which full participation is required, Management will attempt to accommodate in a fair and equitable manner employee wishes regarding employee work scheduling to the greatest extent possible, as balanced against the primary priority of meeting mission needs. In those cases, the Union may review the unit work roster schedule and provide recommendations for Management's consideration.

**Section 6.** Management will determine the work schedules for park rangers and natural resource specialists to grade GS-09, trainees, temporary employees, and students in cooperative education programs. The starting and quitting times for park rangers and natural resource specialists to grades GS-09 may be staggered to permit adequate work coverage.

**Section 7.** The normal meal break will be a 30-minute unpaid period. Employees must take a 30-minute meal break between 1115 to 1330 hours, unless otherwise arranged. The Employer may require a change to a meal period if mission requirements require it. An employee may go to his/her supervisor and request a longer meal period. The supervisor may establish staggered meal breaks to ensure work coverage. Employees assigned to duties, such as shift work, which involve power plant operations, and who may not leave their assigned place of duty without endangering the operation and safety of the equipment, are authorized a paid 30-minute meal break which is included in their shift work tour.

**Section 8.** The following guidance will be used to establish tours of duty:

a. Under normal circumstances, tours of duty or changes to such tours will be established in

advance of the administrative work week and cover a period of at least one two-week pay period, except when Management determines that it would be seriously handicapped in carrying out its functions or that costs would be significantly increased. In the case of shift workers, the tour of duty will be established one complete cycle in advance to cover a complete cycle; the tour will identify the calendar days and the hours of each day comprising each tour; and copies of the tour announcement will be posted in conspicuous places, readily accessible to all affected employees. The schedule will reflect approved leave.

b. In establishing tours, whenever possible, two consecutive days off will be provided in each administrative workweek.

c. When a change to or from standard time to or from daylight savings time goes into effect, the employees working shifts during the change will be credited and paid for the actual number of hours they worked. If workload permits, Management may schedule an additional hour of duty for those affected rotating shift employees not desiring to take annual leave or otherwise lose an hour of duty time.

d. Leave time will be charged at a rate consistent with the time the employee was scheduled to work on the leave day, e.g., 10 hours' leave for a 4-10 compressed scheduled workday, etc.

**Section 9.** Management will consider the following in making AWS decisions:

a. The parties understand that occasions may arise where AWS must be temporarily suspended as a result of unusual workload needs, operational exigencies, low staffing levels, or training requirements. The Employer shall make every reasonable effort to avoid suspension of an employee's AWS.

b. Management will approve or disapprove specific scheduling options or individual work schedules, or may temporarily change existing schedules based on mission requirements, needed job skills, staffing levels, etc. Supervisors will not deny or terminate participation in AWS without adequate justification. The reasons for denying AWS or removing an employee or a work unit from AWS will be documented and furnished to the employee and the Union.

c. Management will attempt to accommodate employee's first, second or third choices of days off. Management may determine that, although the employees' choices would be otherwise acceptable, too many may have selected the same day off. In that case, Management will assign the days off based first upon the specific needed job skills of the employees. If Management is still unable to determine the days off assignments, Management will make the ultimate decision in the assignment of the days off for the employees in the job skills pool. Such assignments will thereafter be rotated on the first pay period beginning each January.

**Section 10.** Employees working an AWS are required to notify their supervisor of events (such as training, meetings, and/or travel) that may affect their AWS. Management may mandate a change from AWS to a standard 8-hour, 5-day tour for the affected employee.

**Section 11.** Tours of duty may be established or modified to carry out the mission or substantially reduce costs on a nondiscriminatory basis. Consistent with employee qualifications, all employees will be afforded the opportunity of obtaining additional pay.

**Section 12.** Whenever possible, a suitable designated inside area with sanitation facilities will be provided for all employees during their rest period and lunch period. The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for maintenance employees to clean up before lunch period and at the end of the workday. In the same manner, the Employer may authorize a reasonable amount of time (fifteen (15) minutes) for employees to store, clean-up and protect government property, equipment and tools prior to the end of the workday.

**Section 13.** Under normal circumstances, workload permitting, employees, excluding power plant shift operators, will be allowed two 15-minute rest periods; one during the middle of the first half and one during the middle of the last half of the shift.

**Section 14.** Whenever possible, all travel will be scheduled during the basic workweek.

## **ARTICLE XI - HOLIDAYS**

**Section 1.** An employee shall be entitled to all holidays now prescribed by law and any that may be later altered by law, and all holidays designated by Executive Order shall normally be observed as regular holidays.

**Section 2.** An employee who performs work on a holiday shall receive premium pay in accordance with governing regulations.

**Section 3.** Those employees whose services are not required on such holidays may be excused from work without charge to leave and will be entitled to holiday benefits in accordance with applicable regulations.

**Section 4.** Upon request the Employer will excuse a scheduled employee from working on a holiday if another qualified employee of the same grade and series within the same organizational element, familiar with the work, is available and willing to work and overtime is not required.

## **ARTICLE XII - OVERTIME**

**Section 1.** Overtime assignments will be distributed and rotated equitably among qualified employees in accordance with their particular skills except as provided in Section 4. The steward may consult with the supervisor concerning the assignment of overtime in an effort to keep the overtime work equal among all employees as far as practicable. Supervisors shall not assign overtime work to employees as a reward or penalty.

**Section 2.** In the assignment of overtime the Employer agrees to provide employees with as much advance notice as possible. Employees may be required to work overtime in cases of emergency except when such overtime would adversely affect the employee's health, efficiency, or safety.

**Section 3.** This section applies only to maintenance and shift employees. An overtime roster will be maintained by each organizational element supervisor by grade and job title in the Reservoir Control Branch, and by job title in the

Power Plant. An employee may decline overtime if another qualified employee is available who is willing to work the overtime; in this case, the employee will not be entered on the roster as refusing overtime. If there is no qualified employee who is willing to work the overtime, then he/she will be entered on the roster as (R) and will be counted as overtime worked for roster rotation purposes. The employee with the least amount of overtime worked will be the first employee offered the overtime except short periods of overtime before and after an assigned shift which will be offered to the employee normally assigned the tasks.

**Section 4.** Employees called in to work outside of and unconnected with their basic workweek shall be compensated for a minimum of two hours pay.

**Section 5.** Employees required to perform authorized overtime work shall be compensated in accordance with applicable Federal laws.

**Section 6.** Except for good cause, employees who work overtime shall be allowed a 15-minute rest break for each four-hour period worked.

## **ARTICLE XIII - PROMOTIONS**

**Section 1.** To the maximum extent practicable, it is agreed that the Employer will utilize the skills and talents of its employees. Employees in the Bargaining Unit will be considered provided they are among the list of certified candidates.

**Section 2.** Any employee may apply at a time a vacancy is announced. Employees who are absent from duty during the posting period due to leave for any reason will be considered for vacancies for which they have indicated an interest in writing.

**Section 3.** SWF vacancy announcements will be posted on bulletin boards. The announcements will remain open for a period of two weeks prior to the closing date to give employees an opportunity to apply for the job. However, in the case of a critical vacancy, the posting period may be reduced to five (5) days.

Announcements will provide as a minimum a summary statement of duties and a statement of any special knowledge, skills, and abilities determined essential for effective job performance and for identifying the highly qualified candidates. The Local representative, who will be designated in writing by the Local, will be provided a copy of vacancy announcements pertaining to positions in the unit.

**Section 4.** The Human Resources Office will provide a list of qualified candidates. In the event the supervisor does not have an adequate number, at least 3, qualified candidates referred for consideration, he/she may return the referral list to the Human Resources Office.

**Section 5.** In the event a grievance or complaint involving the promotion process in a specific case has been filed with the Local, the employee or his/her representative will be permitted to audit the promotion certificate; pertinent production records; records of awards received; training, experience and education records and the selecting supervisor's statement of reasons for making the selection. Any review under this section must comply with the provisions of the Privacy Act.

**Section 6.** Supervisors will keep employees advised of weaknesses in their job performance and what the employees should do to improve their chances for promotion.

**Section 7.** Temporary assignments to higher grade positions in the unit which are expected to last for 60 days or less will be by temporary detail. Such temporary assignments expected to last, or lasting, in excess of 60 days may be accomplished by temporary promotion.

## **ARTICLE XIV - JOB CLASSIFICATION**

**Section 1.** When an employee alleges inequities in his/her position description or classification, he/she shall be furnished information on the appeal rights and procedures set forth in applicable regulations. He/she may elect to be represented by a Local representative in discussing the matter with Management or presenting an appeal.

**Section 2.** The Local will be notified when an action/actions are to be taken which will have an adverse effect on the pay or status of employees in the bargaining unit.

**Section 3.** Filing a classification appeal does not deprive the employee of his/her right to appeal any related adverse action through appeal.

**Section 4.** The employer agrees that employees will be assigned work, which is appropriate to their job description taking into account work requirements of the organization. Employees will be furnished a copy of their job descriptions initially and of changes as they are made.

"Other duties" shall not mean duties of a higher graded position performed for an extended period of time without the Employer taking appropriate personnel action to formalize the detail. This does not preclude management from assigning additional though unrelated duties based on the needs of the organization.

**Section 5.** The Local may bring matters pertaining to assignment of work to the attention of the Partnership Committee.

## **ARTICLE XV - DETAILS**

**Section 1.** A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his/her regular duties at the end of the detail as authorized by Office of Personnel Management and Employer regulations. To the maximum extent feasible, details from the next lower grade will be rotated among employees in the unit. Details may be made appropriately under, but not limited to, the following circumstances:

- a. To meet emergencies occasioned by abnormal workload, changes in mission, or organization, or unanticipated absences such as sick leave, or emergency annual leave.
- b. Pending official assignments, pending description and classification of new positions, pending

security clearance, and for training purposes.

**Section 2.** It is agreed when an employee in the Bargaining Unit is detailed to a position in which he/she has had no previous experience, he/she will be given a reasonable break-in period with an experienced employee, if an experienced employee is available.

**Section 3.** It is agreed that no detail will be made to evade the principle of recruitment through open competitive examinations. The employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. Details will not be extended beyond 120 calendar days, without prior consultation with the Local.

**Section 4.** The employer will initiate the Request for Personnel Action, RPA to record details for 30 days or more in the employee's OPF in order for the employee to receive credit toward qualifications for higher level positions.

## **ARTICLE XVI - PUBLICITY**

**Section 1.** Bulletin board space will be provided in appropriate work areas for the display of Local literature, correspondence, notices, etc. The Local is responsible for the contents of any postings it makes under appropriate regulations.

**Section 2.** Copies of this Agreement will be furnished to all Unit employees, supervisors, and to Management officials. A reasonable number of copies (25) will be furnished to the Local and to Management for their own use. The cost of printing this Agreement shall be borne by the Employer.

## **ARTICLE XVII - EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The Employer and the Local agree to cooperate in providing equal opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex or national origin and to promote the full realization of equal employment opportunity in accordance with applicable regulations.

**Section 2.** The Employer and the Local agree to cooperate and comply with the Fort Worth District EEO Plan of Action, as applicable to the Unit, and will cooperate in eliminating prejudice and discrimination where proven to be existent in personnel policies, practices and matters affecting working conditions, which is within their authorities to change.

**Section 3.** Where the development of EEO Plans involve changes in personnel policies, practices or working conditions affecting the Unit, the provisions of 5 U.S. Code Title VII (P.L. 95-454) are applicable and the Employer will meet and confer with the Local concerning those personnel policies, practices and matters affecting working conditions of employees in the Unit.

**Section 4.** When a formal discussion is held by Management for the purpose of implementing an EEO decision which impacts on employees in the Unit, the Local will be informed and given the opportunity to be represented.

**Section 5.** The Fort Worth District EEO Office will provide two copies of the Annual EEO Plan of Action to the Local President. This plan includes an annual report of the EEO Progress in the District.

**Section 6.** Any employee who has an EEO complaint may choose any EEO counselor if available in the Fort Worth District.

**Section 7.** The Employer, through consultation with the Local in areas affecting the Unit, will implement the Fort Worth District's Equal Employment Opportunity Plan with emphasis on the following:

a. Providing opportunities insofar as practical for the advancement of under-utilized employees consistent with the District's mission and needs.

b. Increasing the number of minorities and women in the workforce.

c. Providing opportunities consistent with the Employer's needs, to employees to enhance their skills through training, so that they may perform and advance in accordance with their abilities and career plans.

**Section 8.** The Local may nominate one member of the Bargaining Unit to serve on the Fort Worth District EEO Advisory Council. Consistent with the needs of Management, the nominee may be selected in accordance with the procedures prescribed by the Chairman of the Council. The employee may attend council meetings while in a duty status if otherwise in a duty status. No overtime or travel expense will be paid by the Employer.

**Section 9.** The Employer shall publicize the EEO officials by posting permanently the names, and photographs of the EEO Officer and the EEO Counselors.

**Section 10.** The Employer shall make reasonable accommodations to the religious needs of employees, including those who observe the Sabbath on other than Sundays by liberal approval of annual leave and rearrangement of work schedules when circumstances permit.

**Section 11.** It is agreed the Local may nominate one member of Bargaining Unit to be an EEO Counselor. This nominee will receive the same consideration for appointment as any other nominee. The counselor, if appointed, will serve under the direction of the EEO Officer and perform the functions normally done by EEO Counselors.

## **ARTICLE XVIII - LEAVE**

**Section 1.** The Employer and the Local agree to follow the applicable leave regulations and following provisions.

**Section 2.** The accrual of annual leave is a right of the employee and not a privilege. Consistent with the needs of the Employer, annual leave which is requested in advance will be approved by the supervisor. Requests will be made by the employee desiring to use leave and will normally be submitted on OPM Form 71. Requests will be made to the first line supervisor, or his/her designee. If neither is available, requests shall be submitted to the next higher level supervisor or his/her designee. Notification does not necessarily mean approval.

**Section 3.** The Employer will consider requests for annual leave of not less than two (2) weeks continuous duration for vacation purposes when submitted prior to 1 February. In case of conflict as to period of leave desired by employees in the same organizational element, the individuals desiring leave at overlapping times will be requested by the supervisor to attempt to resolve the conflict on a mutually agreeable basis. If the conflict is not resolved, the decision will be made by the supervisor based on factors which are fair and equitable and which do not unlawfully discriminate against any employee or group of employees.

When an employee has made his/her selection he/she shall not be permitted to change it when it affects the choice of another employee. Due to work requirements, power plant operators will request annual leave on a rotational basis. The Employer may approve a change in selection provided another employee's choice is not affected, or may require a change because of unforeseen circumstances. A copy of the approved leave schedule will be posted in each facility of the unit.

**Section 4.** An employee requesting leave to observe his/her birthday, or leave on a workday which coincides with a religious holiday associated with -the religious faith of the employee will be granted such leave if the workload permits.

**Section 5.** Annual leave for emergency purposes will be granted in accordance with applicable regulations. Unanticipated and unplanned leave requests submitted on short notice are disruptive to efficient accomplishment of work and may lead to unnecessary work delays and increased overtime requirements. Leave requests of an emergency nature will be made to the supervisor with a full explanation of the justification. Approval will depend on the merits of the individual request.

**Section 6.** The Employer agrees to grant official time normally not to exceed eight hours for any individual within a 12-month period for the purpose of attending Union-sponsored training sessions in the capacity of official representative, provided (a) the subject matter of such training is of mutual concern to the Government and the employee in his/her capacity as a Local representative, and (b) the Government's interest will be served by the employee's attendance.

The accumulative total of official time granted for the Local shall not exceed 40 hours per year. Copies of agenda items and the request for official time will be submitted to the Employer at least two weeks in advance.

**Section 7.** It is the responsibility of the employee and the supervisor in consultation to plan the use of his/her annual leave so that it will not be forfeited.

**Section 8.** The Employer agrees, consistent with the needs of the Employer, to grant vacations up to thirty (30) consecutive calendar days to employees who desire to take special vacations, if the employee has the accrued leave.

**Section 9.** Work permitting, the Employer will be lenient in the approval of short periods of leave when requested in sufficient time, normally 24 hours (except in employee emergency situations), to allow for coverage.

**Section 10.** Leave without pay may be granted to members of the Local to serve with AFGE for one (1) year. When an employee is on leave without pay under the provisions of this Agreement, he/she shall be entitled to be reemployed at his/her last grade and salary step in an appropriate position for which he/she is qualified in accordance with prescribed regulations.

**Section 11.** Provision for leave without pay for formal education purposes will comply with the Code of Federal Regulations and Agency regulations.

**Section 12.** Tardiness of less than one hour may be excused by the appropriate supervisor providing the employee's explanation is reasonable. Should the decision be made to change the tardiness to annual leave, the employee will not be required to perform work during the period covered by the leave charge. (See Article V, Section 1).

**Section 13.** Scheduled annual leave will be taken as scheduled unless reasonable justification and advance notice is provided by the employee to the supervisor.

**Section 14.** Absence for the purpose of attending court as an official witness on behalf of the United States or in a case in which the United States has an interest, even if it is not a party to the litigation, shall be charged to duty time; absence for the purpose of serving on a jury shall be charged to court leave; absence for the purpose of appearing as a witness in a case in which the United States is not a party and does not have an interest shall be charged to annual leave. Before court leave is granted, an employee must present to his/her supervisor a true copy of the official summons for jury duty prior to the beginning of such service. It is agreed by the Employer and the Local that when an employee on court leave is excused from jury duty for that period of a day that would permit him/her to report to duty for as much as two hours of his/her normal workday, he/she shall do so, or that time will be charged to annual leave. Whenever possible, any employee called for jury duty who is scheduled to work a shift other than the day shift, will be rescheduled to work a day shift, Monday through Friday of the week that jury duty is to start, and he/she will be relieved in sufficient time to timely report for jury duty.

**Section 15.** It is the policy of the Employer that employees will be excused without charge to leave in cases of extreme weather, natural disasters or other extraordinary circumstances. Individual employees, who are unable to report to work due to these conditions may request and Management will give consideration to approve annual leave. Management's decision will be fair and reasonable. If a decision is made to close the Project Office, Management will make every reasonable effort to announce the Employer's decision to the employees as soon as possible. When possible, the Local will be consulted within the decision making process involving closing of the Project Office due to extreme weather, natural disasters, or other extraordinary circumstances. The Local may initiate action to consult with the Employer when such conditions develop.

**Section 16.** Leave may be authorized under Family Leave statutes and regulations.

## **ARTICLE XIX - SICK LEAVE**

**Section 1.** This section pertains to medical certificate requirements.

a. A period of absence on sick leave in excess of three consecutive workdays must ordinarily be supported by a medical certificate. However, if the circumstances surrounding the employee's absence indicate that the services of a physician were not available or required, the employee's statement describing the circumstances will be accepted in lieu of a medical certificate.

b. After an interview and when an employee's continued absences indicate a possible abuse of sick leave, the submission of a medical certificate may be required to support any sick leave absence regardless of its

duration. If such a requirement is imposed, the employee must be advised in advance in writing of the reasons for the requirement. Such requirement can only be issued for cause and will not exceed six (6) months except in the event that the employee's sick leave abuse is not corrected after the first six (6) months period, or his/her behavior of abusing sick leave returns after a period of correction.

**Section 2.** Employees who, because of illness, are released from duty on advice of supervisor shall not be required to furnish a medical certificate to substantiate sick leave for the day that he/she is released from duty.

**Section 3.** Advanced sick leave not to exceed thirty (30) days at any one time will be granted for serious disability or ailment in conformance with regulations.

**Section 4.** The Employer shall not post on bulletin boards individual sick leave records for any purpose.

**Section 5.** The appropriate supervisor will take immediate action to obtain approval of requests for emergency sick leave.

**Section 6.** Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties by sickness; injury; pregnancy; or confinement due to pregnancy; or for medical, dental, or optical examination or treatment; or when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee; or when, through exposure to contagious disease, the presence of the employee at his/her duty post would jeopardize the health of others. Sick leave will be requested in advance, if practicable; however, request will be made by the employee to his/her immediate supervisor, or in his/her absence, to the person delegated to receive such a request, as soon as possible and normally not later than two hours after the designated time for reporting to work on the first day of absence.

**Section 7.** Sick leave will be requested and approved in advance for visits to physicians and surgeons, dentists, practitioners, opticians, and for the purpose of securing diagnostic examinations, x-rays, and treatment, other than emergencies. Employees shall advise the supervisors with as much advance notice as possible.

## **ARTICLE XX- HEALTH AND SAFETY**

**Section 1.** The Employer agrees to provide a safe and healthful work place for all employees and will comply with applicable Federal laws relating to the health and safety of its employees. All employees, supervisors, and Management officials are responsible for prompt reporting of observed unsafe conditions.

**Section 2.** The Employer agrees to maintain records of all accidents as required by regulations.

**Section 3.** The Employer and the Local will cooperate in the continuing effort to eliminate accidents and health hazards and there shall be established a health and safety committee consisting of two members appointed by the Employer, and two members appointed by the Local. The function of this committee shall be: (1) Implementation of agency safety regulations implementing the "Occupational Safety and Health Act of 1970"; (2) To evaluate all Unit safety suggestions, to review Unit lost time accidents or occupational health hazards and make recommendations as to the corrective measures to prevent such accidents in the future; (3) To promote occupational health and safety education of the employees in the Unit and conduct monthly safety meetings; (4) To meet quarterly on definitely established dates for the purpose of recommending measures for the elimination or control of conditions hazardous to the health and safety of the employees. One Local member and one Management member of the committee shall constitute a quorum for carrying out (1), (2), and (3) of this Section.

**Section 4.** Each Local member of the Health and Safety Committee shall be afforded time off from regular duty without loss of pay or charge to leave for the purpose of performing such duties provided for in this article.

**Section 5.** A copy of all Unit accident reports shall be submitted to the safety committee.

**Section 6.** In the event a Federal or Agency Safety Inspector visits the installation, at least one Local and one Management member of the safety committee shall accompany them on the tour.

**Section 7.** The Employer hereby agrees to maintain an occupational health program and to provide the following services:

- a. Emergency diagnosis and first aid treatment of job related injuries.
- b. Pre-employment examination as authorized by regulations.
- c. Providing treatments for job related injuries as authorized by the Office of Workmen's Compensation.

**Section 8.** Protective devices, when necessary and required, shall be furnished by the Employer and used by the employees.

**Section 9.** An employee or group of employees will not be required to work under conditions which are unsafe or unhealthy beyond those inherent hazards which cannot be eliminated by standard safety practices and procedures.

**Section 10.** The Employer will notify the employees of the options in benefits under the Federal Employees Compensation Act as soon as feasible.

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**Section 11.** The Employer will provide first aid kits for use in case of; accidents or injury. Transportation service will be provided as necessary in case of injuries or sudden illness.

## **ARTICLE XXI - TRAINING**

**Section 1.** The Employer and the Local agree that the training and development of employees within the Unit is a matter of primary importance to the parties. Through the procedures established for Employer-Local cooperation, the parties shall seek the maximum training and development of all employees, consistent with its needs, the Employer agrees to develop and maintain forward-looking, effective policies and programs designed to achieve this purpose within the scope of existing regulations.

**Section 2.** The Employer may, consistent with its needs and to the extent practicable, identify areas of skill in which scarcities exist and establish training opportunities in those areas.  
Employer may also provide information to employees regarding the available training opportunities, and how employees may apply for such training.

**Section 3.** The Employer may provide employee on-the-job cross-training, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions, contingent upon funds being available.

**Section 4.** In the event of a reduction-in-force, the Employer will determine from the appropriate sources whether any of the affected employees may be eligible for training at government expense, and if so, will inform employees how to apply for training.

**Section 5.** Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with the employees who would normally be eligible for such training.

**Section 6.** If possible, the Employer agrees to give at least thirty (30) days advance notice to the Local in regard to the installation of any new equipment, machinery, or process which would result in changes of work assignments or require additional training.

## **ARTICLE XXII - USE OF OFFICIAL FACILITIES**

**Section 1.** At the written request of the Local, the Employer will provide adequate facilities for official meetings of the Local during the nonduty hours of the employees involved. The Local is responsible for the protection, housekeeping, and care of such facilities. An office and desk which can be secured, will be provided on the premises for carrying on official business of the Local on a space available basis.

## **ARTICLE XXIII - EMPLOYEE DEBTS**

**Section I.** It is recognized that all employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to judgment by court

means. In the event of a dispute between an employee and a private individual or firm, the Employer will take no action until the dispute has been resolved.

## **ARTICLE XXIV - GRIEVANCE PROCEDURE**

**Section 1.** The purpose of this Article is to provide for a mutually-acceptable method for the prompt and equitable settlement of grievance.

**Section 2.** Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Local agree that every effort will be made by Management and the aggrieved party to settle the grievances at the lowest possible level. Inasmuch as dissatisfactions arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during work hours will be allowed for employees to investigate and present grievances, including attendance at meetings with Management officials concerning the grievance.

**Section 3.** When an employee declares he/she has a grievance under this Article, he/she will be afforded the opportunity to have a Local representative.

**Section 4.** A grievance is defined to be any dispute or complaint between the Employer and the Union, or an employee or employees covered by this agreement, which may pertain to any of the following:

- a. Any matter involving an interpretation, application, or violation of this agreement; and
- b. Any matter involving working conditions or the application (not content) of agency policies, regulations, and practices not specifically covered by this agreement;
- c. Except that such grievances will not include matters pertaining to
  - (1) Any claimed violation relating to prohibited political activities;
  - (2) Retirement, life insurance, or health insurance;
  - (3) A suspension or removal for national security reasons under Section 7432 Title 5 U.S. Code.
  - (4) Any examination, certification, or appointment;
  - (5) The classification of any bargaining unit position which does not result in the reduction in grade or pay of a bargaining unit employee.

**Section 5.** An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or Adverse Action (5.U.S. Code Title VII, Section 7512) may, at the aggrieved employee's option, raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. Employees can file discrimination complaints through a combination of statutory appeals and grievance procedures as allowed by U.S. Code Title VII (P.L. 95-454). For the purpose of this section and pursuant to

Paragraph 7121 (3) (1) of Title VII, an employee shall be deemed to have exercised the option under this section only when the employee files a timely notice of appeal under the appellate procedures, or files a timely grievance in writing under the negotiated grievance procedures whichever occurs first.

**Section 6.** The Employer agrees to render its decision on the grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 3 of this procedure. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure shall be executed at Step 3. Disputes over grievability or arbitrability which are not settled at Step 3 will be referred to arbitration as a threshold issue in the related grievance.

**Section 7, Step 1.** The grievance will first be taken up orally by the concerned employee, or steward in the presence of the employee, with the appropriate supervisor in an attempt to settle the matter. Grievances must be presented within fifteen (15) calendar days from the date the employee or the Local became aware, or should have become aware, of the issue giving rise to the grievance. The steward may be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this agreement, the Local may have an observer present on official time.

**Section 7, Step 2.** If the matter is not satisfactorily settled following the initial discussion, the grievant and/or the steward shall, within fourteen (14) calendar days, submit the matter in writing on a grievance form signed by the employee to the next higher level supervisor. The grievance must contain the specific nature of complaint; time, date, place, and the corrective action must be personal to the grievant(s). The supervisor will meet with the steward and the aggrieved employee(s) within fourteen (14) calendar days after receipt of the grievance. The supervisor will give the steward his/her written answer within fourteen (14) calendar days after the meeting.

**Section 7, Step 3.** If the grievance is not settled by the supervisor at Step 2, the grievant and/or the Local representative, shall within fourteen (14) calendar days, forward the grievance to the District Engineer for further consideration. The District Engineer or his/her designee will review the grievance and give the Local representative his/her written answer within twenty (20) calendar days after receipt of the grievance.

**Section 7, Step 4.** If the grievance is not satisfactorily settled by the District Engineer, the Local or the Employer may refer the matter to arbitration. All time limits in this article may be extended by mutual consent of both parties. Failure of the Employer to observe the time limits shall entitle the Local to advance the grievance to the next step. Failure of the Local to observe time limits shall terminate the grievance.

**Section 8.** Grievances arising over the interpretation or application of this agreement may be submitted by the Local President within fourteen (14) calendar days after the Local becomes aware of the grievance to the District Engineer. The District Engineer or his designee and the Local President or his/her designee will meet within fourteen (14) calendar days after receipt of the grievance to discuss the grievance. The District Engineer shall give the Local President his written answer within twenty (20) calendar days after the meeting. If the grievance is not settled by this method, the Local may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances at all levels.

**Section 9.** Violations arising over the interpretation or the application of this agreement may be submitted by the District Engineer within fourteen (14) calendar days after the District Engineer becomes aware of the violation to the Local President. The Local President or his/her designee and the District Engineer or his designee will meet within fourteen (14) calendar days after receipt of the notice of violation. The Local President shall give the District Engineer his/her written answer within twenty (20) calendar days after the meeting. If the violation is not settled by this method, the Employer may refer the matter to arbitration.

**Section 10.** Grievances over removal actions will be processed according to an expedited grievance procedure. This procedure shall begin at Step 3 of the grievance process and continue through receipt of a decision from an arbitrator.

## **ARTICLE XXV - ARBITRATION**

**Section 1.** If the Employer and the Local fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within 30 calendar days after issuance of the Employer's or the Local's final decision, shall be submitted to Arbitration.

**Section 2.** Within five working days from the date of the request for Arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one of the listed Arbitrators, then the Employer and the Local will each strike one Arbitrator's name from the list of five and will then repeat this procedure. The remaining person shall be the duly selected Arbitrator.

**Section 3.** If for any reason the Employer or the Local refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

**Section 4.** The Arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Local, except that when the Employer invokes arbitration, the fee and expenses will be borne solely by the Employer. The arbitrator shall conduct a hearing at which the Local and the Employer will be permitted to have representation, present evidence, including examination and cross-examination of witnesses, present argument and otherwise participate in a formal type hearing on the issues in dispute. The hearing will be concluded as expeditiously as possible. The hearing will be held during the day and all participants shall be in a duty status. A verbatim transcript will be made of the hearing by a person employed by other than the U.S. Government.

**Section 5.** The Arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

**Section 6.** The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

## **ARTICLE XXVI - IMPASSES IN NEGOTIATIONS**

**Section 1.** All impasses in negotiations shall be processed in accordance with Section 7119, 5 U.S. Code Title VII (P.L. 95-454).

## **ARTICLE XXVII - INCENTIVE AWARDS**

**Section 1.** It is agreed that all employees in the Unit shall be encouraged to participate in the Incentive Awards Program. It is the desire of the Employer and the Local that all beneficial suggestions be processed in a timely and

expeditious manner.

**Section 2.** No percentage will be used in determining the number of employees to receive awards in the Unit.

**Section 3.** Explanation-for rejection of all suggestions will be made in writing by the implementing authority. The employee will be afforded the opportunity to review the suggestion file if he/she requests.

**Section 4.** Supervisors shall use the Incentive Awards Program as a factor in recommending deserving employees for Special Achievement Awards.

## **ARTICLE XXVIII - PAY PRACTICES**

**Section 1.** Shift differential, Sunday and Holiday pay will be authorized and paid in accordance with applicable regulations.

## **ARTICLE XXIX - EMPLOYEE PERSONNEL FILES**

**Section 1.** Employees will receive copies of all official personnel actions pertaining to them and will have access to inspect other files pertaining to them as provided in appropriate regulations. No material such as that listed in Section 4 of this Article may be placed in the Official Personnel Folder.

**Section 2.** No entry will be made in the Official Personnel Folder which reflects adversely upon an employee or his/her career without the employee's knowledge. The employee will have the opportunity to comment on and initial all such entries. The employee's initialing will mean acknowledgment of the entry and not concurrence with the contents of the entry. A dissatisfaction by the employee arising from such entries may be resolved under the Negotiated Grievance Procedure.

**Section 3.** Unless prohibited by higher regulations, each employee (or his/her representative if designated and authorized in writing and signed by the employee) may inspect his/her sanitized Official Personnel Folder, or other personnel office files pertaining to him/her, and make copies of documents appearing therein. Such inspections would normally be on duty time if the employee is otherwise in a duty status. The Employer will not pay overtime or travel expenses arising from such inspections or requests.

**Section 4.** Letters of caution or warning will be removed from the Supervisor's Work Folder at the expiration of one year. Letters of Reprimand will be removed from the Official Personnel Folder upon expiration of the specified time limits of the actions. Records of actions, determined by appeal or grievance decision to be unfounded, will be immediately removed from the OPF, and will not be used as a factor in connection with future personnel actions, including promotions.

**Section 5.** The Employer will have due regard with respect to the employee's privacy in the release of information from an Official Personnel Folder.

## **ARTICLE XXX - WITHIN-GRADE INCREASE**

**Section 1.** A Within-Grade Increase will be approved for those employees eligible for the increase in accordance with applicable regulations.

**Section 2.** An employee denied a within grade increase will be so notified in writing and of the reasons therefor in accordance with applicable regulations.

**Section 3.** Should an employee be denied a within-grade increase, he/she will have the right of reconsideration of the action. An unfavorable Reconsideration Decision is not subject to the negotiated grievance procedure, but will be subject to the same appeal rights owned by non- bargaining unit employees.

**Section 4.** The determination as to whether an employee is or is not performing at an acceptable level of competence will be based upon the employee's performance during the entire period covered by the evaluation.

**Section 5.** A determination that an employee's performance has not been of an acceptable level of competence requires the concurrence of a higher level of supervision, if any, in the organization. Upon becoming aware of an employee's performance at an unacceptable level of competence, the supervisor will advise the employee in writing of an impending unfavorable determination at least sixty (60) days before the final decision is made on the level of competence evaluation.

## **ARTICLE XXXI - CIVIC RESPONSIBILITIES**

**Section 1.** Employees scheduled to work on an election day who are eligible to vote in such election shall be excused without charge to leave at their request for the amount of time to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the less amount of time off. Under special circumstances where the general rule stated above does not permit sufficient time off for voting, an employee may be excused for additional time necessary but not more than one (1) workday. Employees off duty for three (3) hours or more while polls are open shall not be granted excused leave.

**Section 2.** Where the employee's voting place is beyond normal commuting distance and voting by absentee ballot is not permitted, an employee will be granted sufficient time off to make the trip. Time off in excess of one (1) day is charged to annual leave or leave without pay.

**Section 3.** For employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one-day, round-trip travel distance of the employee's place of residence.

**Section 4.** Employees who volunteer as blood donors to blood banks or to needy individuals may be excused from work without charge to leave or loss of pay for the period of time required for this purpose, including travel and necessary recuperation. Normally these employees will be excused from duty for the remainder of the day, but not in excess of four hours.

**Section 5.** The Employer and the Local will both strive to stimulate interest and participation in the U.S. Savings Bond Program, Combined Federal Campaign, and in any officially authorized fund raising campaign. However, it is understood that participation by employees is strictly voluntary.

**Section 6.** When an employee is called for jury duty he/she shall promptly notify the supervisor so that arrangements may be made for his/her absence from the activity while on court leave.

## **ARTICLE XXXII - PERFORMANCE EVALUATION**

**Section 1.** Standards of performance is the responsibility of the Employer and final decision rests with the supervisor. In the case of occupied positions, performance requirements may be established or modified by means of supervisor-employee discussion of the quality, quantity, and other aspects of satisfactory performance. Such joint standard setting will eliminate communication difficulties and will be expected to produce realistic and acceptable performance requirements.

**Section 2.** In evaluating the individual, the supervisor will render an objective rating. Supervisors will not be influenced in rating an employee's performance by the opinion of others not involved in the rating process.

**Section 3.** Counseling shall be given by the supervisor to the employee as occasions arise in the course of day-to-day activities. A copy of any written supervisory report on counseling sessions will be given the employee involved.

**Section 4.** If the supervisor should desire, subject to privacy restrictions, he/she may confer with the Local representative in an effort to encourage the employee to improve his/her job performance. The Local representative has a responsibility to respect the confidentiality of any discussions.

**Section 5.** Dissatisfaction with an appraisal rating received is grievable through the negotiated grievance procedure or through the Agency grievance procedure, but not both. When the employee or his/her representative initially presents the grievance in writing, it will so state which procedure will be used (See Article XXIV, Section 5).

## **ARTICLE XXXIII - CONTRACTING OUT OF BARGAINING UNIT WORK**

**Section 1.** It is agreed that the Employer will consult with the Local before a final decision is implemented to contract out work that is presently being performed by Unit employees which would result in loss of unit employee's jobs or reduction in their grades.

**Section 2.** When the Employer determines that Unit work will be contracted out, the Employer will meet and confer with the Local concerning the impact on Bargaining Unit employees. To the extent that it does not interfere with management rights under Section 7106(a) this shall include, but is not limited to: specified procedures called for reassignment promotions, demotions, transfers, details, special retirements or other methods directed toward the benefit of employees affected directly or indirectly by the contracting.

**Section 3.** The Employer agrees that all provisions of this Article will be complied with prior to implementing a decision to contract out Bargaining Unit work which would adversely affect Unit employees.

**Section 4.** The Local will be informed of the decision by the Employer to study the feasibility of contracting out Unit work.

**Section 5.** Once a decision is made to contract out Unit work, the Local will be informed regarding the reasons therefor, and will be given all releasable information pertaining to the decision, upon request.

## **ARTICLE XXXIV - REDUCTION-IN-FORCE**

**Section 1.** Prior to official notification of employees and at the earliest date consistent with sound management, the Local will be consulted on any pending reductions-in-force (RIF) so the Local may become aware of all the details including the reasons for the reduction-in-force. Written notice will be provided the Local to include the reasons for the reduction-in-force, the number of positions, specific positions identified in the reduction-in-force and the approximate date the actions will take place.

**Section 2.** To the extent possible, prior to effecting the reduction in force, the Employer shall place qualified employees otherwise to be separated by reduction in force in any vacant positions, provided there is a current need and ability to fill such vacancy. Effecting this action will be consistent with the Office of Personnel Management or higher agency authority.

**Section 3.** In the event of a reduction-in-force, the Employer will cooperate with the employee, Local, and state employment service by informing the employees of the rights and benefits accruing as a result of Federal employment and the procedures to follow in applying for such benefits.

**Section 4.** Any career or career-conditional employee who is separated because of a reduction-in-force will be placed in the Reemployment Priority List in accordance with applicable rules and regulations. Such employees will be given first consideration in reemployment in the reverse order of their separation for rehiring in temporary and permanent positions as provided in such rules and regulations. It is understood that acceptance of a temporary position will not alter the employee's continuance on the reemployment priority placement list for a permanent assignment.

**Section 5.** In situations where an employee elects to take a demotion in lieu of separation in a reduction-in-force action, the employee must qualify to perform the duties of the lesser rated position subject to exceptions provided by applicable regulations.

**Section 6.** An employee affected by a reduction-in-force has the right, along with his/her Local representative if he/she so chooses, to inspect reduction-in-force records, in the area of consideration. He/she also has the right to designate a Local representative to represent or assist him/her in resolving the dissatisfactions.

## **ARTICLE XXXV - CIVILIAN DRUG TESTING PROGRAM**

**Section 1.** If an employee tests positive on the first urine test, no disciplinary action is to be taken until a second test by gas chromatography or equally or more sensitive test confirms the first test.

**Section 2.** All employees operating floodgates, as required by USACE category number three, are to be included in the program for testing.

**Section 3.** After any confirmed positive test, employees will have an opportunity to submit to the **MRO** supplemental documentation and oral declaration to support the legitimate use of a specific drug.

## **ARTICLE XXXVI - DUES ALLOTMENT**

**Section 1.** Pursuant to Section 7115, 5 U.S. Code Title VII (P.L. 95-454), and regulations of the Office of Personnel Management, it is agreed that the Employer will deduct the regular and periodic dues of the Lo from the pay of members of the Unit who make voluntary allotment for this purpose.

**Section 2.** "Allotment" is defined as an authorization by an employee who is a member of the Exclusive Unit represented by Local 2732 to deduct from his or her compensation the dues for membership in Local 2732.

**Section 3.** All non-supervisory, non-professional employees who are active members in good standing of Local 2732 may elect to make voluntary allotments for payment of dues to Local 2732. Both parties stipulate that the allotments are purely voluntary and that they will inform their employees and members, respectively, of the voluntary nature as well as the conditions governing revocation of the allotments.

**Section 4.** Members of the Exclusive Unit represented by Local 2732 who desire to make allotments for the payment of dues shall request such allotments by completing SF-1187 and/or such other forms as may thereafter be prescribed by regulation. It is further agreed that Local 2732 shall procure SF-1187 and such other forms as may be prescribed for allotments at no cost to the U.S. Army Engineer District, Fort Worth, and shall make them available to all members of the Exclusive Unit represented by Local 2732. Allotment forms executed by members of the Exclusive Unit desiring dues to be withheld from their compensation shall be filed by the members with the President of Local 2732. The President will, in turn, submit all such forms received from members of the Unit to the timekeeper.

**Section 5.** Dues shall be withheld in equal installments on a bi-weekly basis in the amount certified by the Treasurer of Local 2732 as the regular dues of that organization. The amount withheld shall not vary from pay period to pay period unless there is a uniform change in the dues structure of Local 2732 and such change is certified to the timekeeper by the President of Local 2732. Uniform changes in dues structure shall automatically apply to all members of the Exclusive Unit represented by Local 2732 who have executed current authorizations for allotment of compensation for the payment of employee organization dues to the Local. A change in the amount of the allotment for payment of dues to Local 2732 may not be made more than once in the first 12 month period, or once in each subsequent 12-month period.

**Section 6.** Dues withholding will become effective the pay period following the receipt of properly executed allotment forms by the appropriate payroll office if received at least three days before the specified date for payroll preparation.

**Section 7.** The payroll office will remit dues withheld each pay period after appropriate fees have been deducted to AFGE Local 2732, Treasurer, Sam Rayburn Project Office, Route 3, Box 486, Jasper, Texas 75951. The remittance for each pay period will be accompanied by a list in duplicate showing the names of employees from whose salaries dues have been deducted and will reflect all changes made because of transfer, leave without pay, separation, or any other reason. The remittance checks will be payable to AFGE Local 2732.

**Section 8.** Local 2732 shall promptly notify in writing the timekeeper or other designated person when a member of the Exclusive Unit represented by Local 2732, and who has a current allotment of dues, is expelled or ceases to be a member in good standing of Local 2732. After being informed by the timekeeper or other designated person through administrative channels,

the payroll office will then terminate the allotment for such member, effective with the first complete pay period after the receipt of the notice.

a. A member of the Exclusive Unit may voluntarily revoke his/her allotment for the payment of dues to Local 2732. Such revocation by a member will be requested on SF-1188. The revocation will be effective the first full pay period after September 1, provided the revocation is received by the appropriate payroll office by such date. A SF-1188 will be supplied to members by the Human Resources Office upon request.

b. An allotment for an individual employee shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Local; when the Agreement providing for dues withholding is suspended or terminated by an authority outside the Department of Defense; or when the employee has been suspended or expelled from the Local. If the termination occurs during a pay period, the full allotment will be withheld. However, an employee assigned or promoted to a supervisory position is not eligible to continue his/her allotment for withholding of labor organization dues.

c. Such cancellation may be submitted on 1 March of each year provided the employee has been a dues-paying member for a minimum of one year, except that this common anniversary date will not apply to a member on the first one year period, who may terminate on the anniversary date of the first year of membership.

## **ARTICLE XXXVII - DURATION OF AGREEMENT**

**Section 1.** This Agreement will remain in full force and effect for three (3) years from the date of approval by the agency and AFGE 2732. However, either party may give written notice to the other not more than 90 days prior to the anniversary date of its intention to reopen, amend or modify this Agreement.

**Section 2.** Either party may give written notice to the other, not more than 90 days prior to the three (3) year expiration date for the purpose of renegotiating this Agreement. The present Agreement will remain in full force and effect until such time as a new agreement is negotiated and approved.

**Section 3.** During the duration of this Agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, include court decisions and decision of the Federal Labor Relations Authority, and the Federal Impasses Panel. Any supplements will remain in effect in accordance with the provisions of this Article.

**APPENDIX A**  
(converted to plain text)

OFFICIAL TIME REPORT FOR REPRESENTATIONAL DUTIES

TO: (Appropriate Supervisor)

DATE & TIME OF REQUEST

I request permission to be absent from my assigned duties to consult with management and/or employee designated below.

PERSON(S) CONTACTED

WORK LOCATION

SIGNATURE OF REPRESENTATIVE

UNION POSITION

TO BE COMPLETED BY SUPERVISOR

DATE & TIME LEFT WORK AREA

ABSENCE APPROVED

DATE & TIME RETURNED

TIME AND DATE SCHEDULED FOR  
ABSENCE

TOTAL REPRESENTATIONAL TIME

SUPERVISORS SIGNATURE

MEMORANDUM FOR RECORD

SUBJECT; Article Xu Hours of Work, Negotiated Agreement between District Engineer, U.S. Army Corps of Engineers) Fort Worth District and American Federation of Government Employees Local 2732

In accordance with Section 4 of Subject Article, Management has determined to permanently implement a shift CWS. The Union is in agreement with this permanent implementation.

FOR MANAGEMENT

FOR THE UNION