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## PREAMBLE

Pursuant to the policy set forth in Public Law 95-454 as amended and subject to all applicable statutes and regulations of appropriate authority, the following articles constitute an Agreement by and between the U.S. Army Engineer District, Savannah, hereinafter called the Employer, and Local No. 2176, American Federation of Government Employees, AFL-CIO, hereinafter called the Union.

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

**Section 1.**     Unit recognition.     The Employer recognizes the Union as the exclusive bargaining representative for the unit consisting of all non-supervisory and non- professional permanent employees of the Savannah District, excluding professional employees, management officials, supervisors, employees described in 5 U.S.C. § 7112 (b)(2),(3),(4),(6), and (7) and employees assigned to the North Carolina Area Office, Fort Bragg, North Carolina.

**Section 2.**     Purpose.             It is the purpose of the Agreement to:

- a. Identify the parties to the Agreement and define their roles and responsibilities under the Agreement;
- b. state policies, procedures, and the methods that will govern the working relationship between the Employer and the Union;
- c. ensure employee participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment and in the best interest of the Employer, the Union, and the employee;
- d. provide a means to achieve the highest degree of efficiency and responsibility in the accomplishment of the mission of the Employer;
- e. facilitate resolution of disputes, grievances, and appeals; and
- f. present the Agreement in clear and concise language.

## ARTICLE 2 MUTUAL RIGHTS AND OBLIGATIONS

**Section 1.** General. This Agreement encourages the exchange of ideas between the Employer and the Union on matters of interest to all covered employees. The Employer and the Union shall bargain in good faith, to the extent not inconsistent with any Federal law or any Government-wide rule or regulation, on matters that are the subject of any rule or regulation relating to conditions of employment. This obligation does not apply to any matter for which a compelling need exists as determined by the Federal Labor Relations Authority.

**Section 2.** Governing provisions. The Agreement shall at all times be applied in accordance with governing laws, regulations, and decisions of appropriate authorities including Federal court decisions. The terms of this Agreement are intended to conform to the National Security Personnel System (NSPS) as outlined in Public Law 108-136. To the extent that local regulations of the Employer shall conflict with this Agreement, the provisions of this Agreement shall govern. If provisions in this Agreement conflict with NSPS implementation, the provisions of the NSPS shall govern.

**Section 3.** Interpretation. Union representatives and supervisors shall consult as required to ensure uniform interpretation, understanding, and implementation of this Agreement. In the event of conflict in interpretation and/or application of this Agreement, the supervisor and the Union representative will refer the matter for clarification to the District's Labor Relations Officer and the Union President. Either party may pursue disputes regarding interpretation or application of the Agreement through the negotiated grievance procedures.

**Section 4.** Restrictions. Nothing in this Agreement shall be construed as restricting either party from meeting with the other to consult, confer, and/or negotiate as set forth in Section 1 above.

**Section 5.** Changes in working conditions. If the Employer proposes a change in personnel policies, practices, or matters affecting working conditions not

covered in this Agreement, the Union President or his/her designee shall be informed either orally or in writing of the nature and purpose of the proposed change, and will be provided the opportunity to present the Union's position to the Employer in writing. The Employer will consider the Union's position in formulating and developing such changes. If the Union desires to negotiate on the proposed change, it will submit a written request to the Employer within ten working days of receipt of the proposed change to negotiate on the substance, where appropriate, and/or the impact and implementation of the change. At the end of the ten working days, the Union will not only inform the Employer of its intent to negotiate, but will also present specific proposals. Upon receipt of such requests, no change will occur until conclusion of good faith bargaining by the parties. If management becomes aware of past practices that are in conflict with regulations, the practice will cease, and the Union will be notified and impact and implementation negotiations will occur.

**Section 6.** Negotiability disputes. Any disputes that may arise over the negotiability of an issue and/or any impasses during negotiations shall be resolved in accordance with the provisions contained in Public Law 95- 454, as amended.

**Section 7.** Training. The Employer and the Union are each responsible for training their own officials on the provisions of this Agreement.

**ARTICLE 3**  
**RIGHTS AND OBLIGATIONS OF EMPLOYEES**

**Section 1.**     Rights.

a. Each unit employee has the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of this right.     The Employer shall take the action required to assure that covered employees as defined in Article 1 are apprised of their rights under this Section, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization. All eligible employees will be accepted as Union members without discrimination because of race, color, creed, national origin, sex, age, preferential and non-preferential civil service status, political affiliation, marital status, disability, or Union membership.

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

c. Employees will be given written notification of their rights to be a member of the exclusively recognized Union upon in-processing.     During in- processing, the Employer will provide new bargaining unit employees with a copy of this Agreement.     An electronic version of this Agreement will be available to all employees.

**Section 2.**     Exclusion.     It is further agreed that the rights described in Section 1 do not extend to participation in the management of a labor organization or acting as a representative of such an organization by excluded employees, except as provided in Public Law 95- 454, as amended, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with the official duties of the employee.

**Section 3.** Avenues of redress. Each employee has the right, regardless of whether he/she is a member of a labor organization, to bring matters of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established policy of the Department of the Army, or to choose his/her own representative in a grievance or appellate action, except when presenting a grievance under the negotiated procedure. The right to Union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of the workday.

**Section 4.** Union representation. Unit employees may be represented by the Union when there is an investigation by a representative of the Agency, when the employee reasonably believes the investigation may result in disciplinary action against him or her, and he or she requests Union representation.

**Section 5.** Fair provisions.

a. The Employer agrees that all provisions of this Agreement and of applicable laws, executive orders, and regulations shall be applied to all employees in the unit. The Employer agrees to seek fair and timely resolutions of all issues with the Union. The Employer is responsible for the actions of its management officials. The Employer is responsible for acts of all management officials that breach the Agreement or which violate laws, rules, and regulations governing labor regulations.

b. It is understood prohibited personnel practices include unlawful discrimination; solicitation or consideration of improper background references; coercion of political activity; obstruction of the right to compete; influencing withdrawal of applications from competition; unauthorized preferences; nepotism, reprisal for whistleblowing; reprisal for the exercise of an appeal right; discrimination based on non-job related conduct; or violation of laws or regulations implementing or concerning merit system principles. The Office of Special Counsel is authorized to receive and investigate allegations of prohibited personnel practices, including reprisal for whistleblowing, and to seek corrective and/or disciplinary action. In some instances, employees may seek corrective action directly from the Merit Systems

Protection Board (MSPB). The MSPB may order a stay of the personnel action involved and/or corrective action.

Bargaining unit employees may have an avenue of redress available through this Agreement.

**Section 6.** Expectation. Employees are expected to comply with reasonable apparel, grooming, cleanliness, and behavioral standards that derive from consideration such as health, safety, morale, or type of position occupied.

All employees are expected to maintain a level of professionalism commensurate with their positions.

**ARTICLE 4**  
**RIGHTS AND OBLIGATIONS OF MANAGEMENT**

**Section 1.** General. 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; by published Agency policies and regulations in existence at the time this Agreement was approved; and by subsequently published Agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher Agency level.

**Section 2.** Retained rights. Management officials of the agency retain the right in accordance with Chapter 71 of Title 5 U.S.C., Section 7106, and applicable regulations to accomplish the Agency mission including:

the determination of the mission, budget, organization, number of employees, and internal security practices;

to decide personnel actions such as hiring, assigning, rewarding, or disciplining;

to determine procedures which management officials of the Agency will observe in exercising any authority under this Section, and to maintain the efficiency of the Government operations entrusted to them.

Management rights include the following rights in accordance with applicable laws and regulations:

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;

to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted; and

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

Management will determine the numbers, types, and grades of employees or positions assigned to any organization subdivisions, work project, or tour of duty, or the technology, methods, and means of performing work.

**Section 3.** Emergencies. Management retains the right to take whatever actions may be necessary to carry out the

Agency mission during emergencies or during exercises directed by the Commander or higher authority and to determine procedures that management officials of the Agency will observe in exercising any authority under this Section.

**Section 4. Proposed changes.** The Employer will inform the Union orally or in writing of any proposed change to personnel policies, practices, or conditions of employment affecting part of the unit or the unit as a whole. The Union may request negotiation on the change if appropriate.

**Section 5. Other labor organizations.** The Employer will notify the Union in advance and in writing of any scheduled meetings between the Employer and officials of any other labor organization or special interest group on the subject of exclusive recognition.

**Section 6. Application.** The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

**ARTICLE 5**  
**RIGHTS AND OBLIGATIONS OF THE UNION**

**Section 1.**    General.        The Union, as the exclusive representative of unit employees, is entitled to act for and to negotiate agreements covering all employees in the unit, and is responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership.

**Section 2.**    Representation.        The Union shall be given the opportunity to be represented at formal meetings between Management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit. As exclusive representative of unit employees, the Union may provide an employee with a representative to represent and assist him or her in the presentation of a grievance or appeal when requested by the employee concerned.

**Section 3.**    Exclusion.        The right of the Union to be present does not apply to informal discussions of personal problems between an employee and the Employer.

**Section 4.**    Working conditions.        The Employer will inform the Union of preliminary decisions reached as a result of discussions with individual employees that may affect the working conditions of the unit as a whole.

**Section 5.**    Responsibilities.        The Union shall cooperate with Management to achieve orderly, economical, and efficient accomplishment of the mission of the Employer; a high standard of employee performance; and the continual development and implementation of modern and progressive work practices, methods, and equipment to facilitate improved employee performance and efficiency. The Union agrees to actively combat absenteeism, carelessness, inefficiency; eliminate waste, fraud, and abuse; encourage the submission of improvements and cost- reduction ideas; prevent accidents; and strengthen good relations between the Employer, the employee, and the public served. The Union will seek fair and timely resolutions of all issues with Management.

**Section 6.** Notification. The Union will not publicize, emphasize, or pursue through other channels, problems, disagreements, and issues, involving the Employer and the Union unless the Union has provided notification to the Employer at the appropriate level and has given the Employer opportunity to resolve the situation.

**Section 7.** Union officials. The Union agrees that its officials will perform their duties in a professional manner.

**Section 8.** Rights. Nothing in this Agreement shall be construed as abrogating the Union's right to communicate with its membership, the public, public officials, or other parties, nor the Union's right to oppose actions the Union believes to be contrary to the interest of the employees it represents.

## **ARTICLE 6**

### **SUPERVISOR-EMPLOYEE RELATIONS**

**Section 1.** General. It is the policy of the Employer that all employees will be treated fairly and given objective consideration in all phases of employment. In effecting the accomplishment of an assigned mission or workload, supervisors will provide necessary instructions to employees, establish the priority of work, and provide assistance to employees. Supervisors will strive to avoid the existence of a work environment that is unduly authoritarian or overly permissive. Supervisors will strive to maintain high employee morale. This Section shall not restrict a supervisor's right to assign employees appropriate duties or to make changes in such assignments whenever, in the supervisor's judgment, such changes are necessary.

**Section 2.** In-processing procedures. After reporting for a new position, employees will be given a complete orientation about what is expected of them on the job by their supervisor, team leader, or designated individual. This will include explanations as to appropriate use of equipment, forms procedures, mission, organization, and other related job requirements. Employees will normally receive instruction from, and make reports through, established supervisory channels.

**Section 3.** Violations. Violations of rules of conduct, regulations, or other supervisory instructions by employees shall be dealt with by the supervisor on an individual basis. The counseling and correcting of employees will normally be the responsibility of supervisors within the employee's own organizational unit and will be done in a respectful manner in privacy rather than in the presence of other employees. A supervisor observing a violation of regulations or other actions that in his/her opinion warrants counseling or correcting by a supervisor of an employee shall report the violation, giving the name of the employee, to the appropriate supervisor. The employee's supervisor will review the circumstances and take such corrective action as he/she deems appropriate. The exception to this provision shall be serious violations of regulations, actual criminal offenses, or other acts which require immediate action.

**ARTICLE 7**  
**UNION-MANAGEMENT MEETINGS**

**Section 1.** Calling a meeting. At the request of either party a joint meeting will be held to confer on personnel policies and practices, conditions of employment, administration of this Agreement, or other subjects of mutual interest.

**Section 2.** Attendees. Issues of mutual concern should be considered and resolved at the lowest possible level. Meetings will be held between the designated representatives of the Employer and Union. By mutual consent, additional representatives may attend to present information or expertise. The Commander and/or his or her Designee, Union President, Executive Officers, Executive and Vice Presidents will meet as necessary. Such meetings will be coordinated through the Labor Relations Officer.

**Section 3.** Agenda. The requesting party will submit an agenda with specific topics detailed enough to allow for adequate response at least ten workdays prior to the meeting. If topics to be discussed at any such meetings are of such significant scope that the Vice President or Steward feel the need for the President to attend, the Vice President or Steward agree to inform the Employer and arrange for the President's attendance prior to the meeting.

**Section 4.** Minutes. Minutes of Union-Management meetings shall be recorded by the requesting party and coordinated with all attendees prior to distribution. Copies of meeting minutes will be furnished to the Union President and Labor Relations Officer within ten workdays after final coordination.

**Section 5.** Additional information. Any question(s) arising from these meetings that cannot be answered at the time of the meeting, shall be addressed by the responding party within 30 workdays.

## **ARTICLE 8 UNION REPRESENTATION**

**Section 1.** Recognition. The Employer agrees to recognize officials duly authorized by the Union for the purpose of consultation, negotiation, and representational functions. The number of Union representatives shall be the minimum number required to assure bargaining unit members have ready access to a Union representative.

**Section 2.** Union roster. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis, a complete list of all authorized officers and duly designated representatives of the Union, together with the designation of the group of employees each is authorized to represent.

**Section 3.** Restrictions. No interference, restraint, coercion, or discrimination will be practiced in any form to discourage Union representatives in carrying out their responsibilities and duties. The Union is responsible for acts of all Union officials and representatives which breach the Agreement or which violate laws, rules, and regulations governing labor relations.

**Section 4.** Official time. The Employer agrees to allow time off from duty which is reasonable, necessary, and in the public interest, without charge to leave or loss of pay, to unit employees who have been duly elected or appointed as Union officials or representatives for the performance of representational duties. Permission will be granted subject to mission requirements. Before permission is granted, the Union representative will complete a Request for Official Time form provided by the Human Resources Office and have it approved by his or her immediate supervisor. The Union official will adjust the Request for Official Time form to reflect actual time taken for official Union duties. This form will then be certified by the Union representative's immediate supervisor and forwarded to the Labor Relations Officer. Completed forms will be used as the basis for recording official representational time.

**Section 5.** Procedures for using official time. Union representatives and officers, after having obtained permission from their immediate supervisor and the supervisor in charge of the facility to be visited, shall be allowed to leave their work locations to go to other work locations within their assigned areas in order to bring about a prompt and expeditious disposition of a grievance or complaint when necessary. If mission requirements preclude releasing the Union representative at the time requested, the supervisor will make arrangements to release the representative at the earliest mutually acceptable time. Union officials and representatives will inform their immediate supervisor if the absence will be longer than estimated. At the completion of the authorized representational duties, the Union official or representative will report back to his/her work area for the remaining tour of duty.

**Section 6.** Excessive time. The Union agrees to guard against the use of excessive time for representational activities and will encourage all employees in the unit to engage only in those activities that are authorized by this Agreement. Representational duties will normally be confined to the representative's assigned organizational staff element to preclude travel and temporary duty expenses. If a duly appointed Union representative is not available within the organizational element, special provisions for a Union representative outside the organizational element will be arranged by the Employer and the Union. If the Union representative's use of regular working hours for labor-management activities is interfering unduly with the proper performance of his/her official duties, the matter will be objectively discussed by the supervisor with the representative and appropriate Union officials. Action may be taken to restrict Union activities to a period of time determined to be reasonable following objective discussion between the Union President or designee and the Labor Relations Officer or designee.

**Section 7.** Internal Union business. Solicitation of membership or dues and other internal business of the Union shall be conducted during the non-duty hours of the employees concerned.

**Section 8.** Other representatives. Representatives of the American Federation of Government Employees who are not

employees may participate, by prior arrangement, in meetings with management representatives.

**Section 9. Training.** The Employer agrees to grant official time for attendance at Union-sponsored training when the training is of mutual concern and benefit to the Employer and the Union and after supervisory approval as determined by mission requirements is received. Up to a total of 200 hours of official time will be available annually to the Union for use of employee representatives when such absence is incident to their receiving information, briefing, and orientation of mutual concern to the Employer and the employee in their capacity as Union representatives. Requests for time in excess of 200 hours will be considered by the Employer. Approval of the absence will be granted based on workload requirements with not more than 40 hours of the 200 hours available being used by any one employee under normal circumstances. Normally, requests for official time for Union members to attend meetings of mutual concern will be supported by the meeting agenda.

**Section 10. Administrative investigations.** Employees have the right to be represented by the Union while being required to provide a written or sworn statement during an administrative investigation directed by the Agency. An investigation shall be conducted in an expeditious and timely manner. Once an employee requests Union representation no further questioning will take place until the Union is present. The Union will respond and the Employer will make the Union representative available in a timely manner. Supervisors, employees, and union representatives will not, except as specifically authorized, disclose any information about an investigation outside those officials who have a need know based upon their official duties. A copy of the statement of the employee will be given to the employee and/or the employee's representative upon request. The subject of the investigation and the Union representative can request a copy of the investigation file in accordance with 5 U.S.C. 7114. The Employer will provide a written explanation of any denial of information requested.

**ARTICLE 9**  
**USE OF OFFICIAL FACILITIES AND SERVICES**

**Section 1.** New employees. The Employer agrees that, as a part of their orientations, all new and rehired employees hired into a position included in the bargaining unit shall be informed of the Union's exclusive recognition status.

**Section 2.** The Agreement. It is agreed that a copy of this Agreement shall be posted on the official Human Resources Office's website for all team members.

**Section 3.** Office space. The Employer agrees to maintain office space, furniture, supplies, and equipment for the Union President at the present field location. Changes in the site location may be made subject to the needs of the Employer. Office equipment replacement will be at the discretion of the Employer, but will be accomplished in an expeditious manner. Upon election of a new Union President, current facilities, services, and official time requirements will be reviewed by the parties. Required changes in the use of official facilities and services or in official time allocations will be implemented after such review.

**Section 4.** Temporary office space. Consistent with security regulations and the availability of Corps-owned space and office furniture, the Employer agrees to furnish the Union with suitable office space for the purpose of official Union representational activities whenever possible. Such areas will afford a reasonable amount of privacy.

**Section 5.** Non-duty meetings. Consistent with security regulations and the availability of space, the Employer agrees to make available appropriate facilities, including utilities for the Union to assemble officers, stewards, representatives, and employees for meetings during the non-duty time of employees in the unit.

**Section 6.** Communications. The Employer will authorize upon request the use of Government communications by local Union officials for the purpose of labor-management relations.

**Section 7.** Bulletin board. The Employer agrees to provide bulletin board space of reasonable size to the Union for the posting of notices relating to Union events and activities. The Union will be responsible for posting and removing material and for maintaining its bulletin board space in an orderly condition. The posting or distribution of material relating to partisan political matters or materials that reflect upon the integrity or motives of any individual, or upon the Federal Government, will not be permitted. The Union is responsible for its posted material in terms of accuracy and adherence to ethical standards.

**Section 8.** Directives. Upon request, the Employer shall provide the Union with a copy of Agency directives and local instructions and regulations pertaining to personnel policies and practices that relate to the working conditions of employees in the unit.

**Section 9.** Official personnel folders. The Employer agrees to provide official personnel folders to employees in whatever format Army has available. Employees will make arrangements, with supervisory concurrence, to review their folders. Managers will allow employees to review their folders during duty hours.

**Section 10.** Special tools and equipment. Subject to the provisions of applicable regulations, the Employer agrees to furnish and maintain special tools and equipment employees may be required to use. When employees are assigned duties that subject them to a hazardous environment, the Government will provide protective clothing as required by the Occupational Safety and Health Act of 1970 and its implementing regulations.

**Section 11.** Special equipment and clothing. The Employer will make reasonable efforts to provide adequate storage space to employees required to wear uniforms or special equipment and clothing. Employees are responsible for storage and security of these items in the work area. Employees may be required to replace any item that is lost, modified, or damaged other than through fair wear and tear. When the employee substitutes protective clothing, special tools, devices or equipment, the substituted item(s) must be approved by the Employer prior to use.

**Section 12.** Break room facilities. The Employer will make reasonable efforts to provide and maintain areas, including equipment, to be used for breaks, lounges, meals, and sanitary and washroom facilities. The Union agrees to cooperate in keeping such facilities neat and in orderly condition. Smoking throughout Savannah District facilities will be in compliance with Department of Defense, Army, or General Services Administration policies.

**ARTICLE 10**  
**ALLOTMENT OF DUES**

**Section 1.** General. The Employer agrees to provide the payroll office the information to make regular and periodic dues deductions from the pay of members of the Union in accordance with the provisions of this Article.

**Section 2.** Standard Form 1187. The Union shall be responsible for procuring and distributing Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, to its members. The Union will educate eligible employees as to the program for allotment of dues, its voluntary nature, and the availability and uses of the required forms.

**Section 3.** Procedures. The Union agrees that the amount to be withheld shall be the amount of the regular biweekly dues, exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. Allotment deductions will be made by the payroll office each pay period in the biweekly amount shown on the SF 1187. If the amount of regular dues is changed by the Union, the Human Resources Office will be furnished written notification signed by the President of AFGE Local 2176, that the membership has approved such change and the amount of new deductions to be updated. Such change will not occur more frequently than once per year. The effective date of such change shall be the beginning of the first complete biweekly pay period after receipt of the change notice, unless a later date is specified by the Union.

**Section 4.** Effective date. Allotment deductions will take effect during the first pay period beginning after the allotment form, properly completed, signed, and certified by the Union, has been received in the Human Resources Office for further processing. Normal deductions will be made by the payroll office for all biweekly pay periods.

**Section 5.** Completed forms. The Union will provide completed SF 1187s and other pertinent documents to the Human Resources Office.

**Section 6.** Notification. The Union will notify the Employer in writing within ten days when an employee ceases to be a member in good standing, and the allotment for such employee will be terminated at the beginning of the first complete pay period after receipt of notice in the Employer's payroll office.

**Section 7.** Termination of allotments. An allotment shall be terminated when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action making the deduction inappropriate; upon loss of exclusive recognition by the labor union; when in an official documented leave without pay status; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended or expelled from the labor union.

**Section 8.** Revocation of voluntary authorizations. Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Labor Organization Dues, Form SF 1188, will be made available to employees upon request from the unit clerk or the Human Resources Office. Employees may voluntarily revoke their allotment for the payment of dues at any time by completing SF 1188 and submitting it directly to the Human Resources Office for further processing. Employees will be responsible to indicate on the revocation their anniversary date of first dues deduction at the time of submission of their revocations. When the employee cannot, or does not, desire to use the form, other written notification signed by the employee will be accepted. Such revocation will not be effective, however, until the first full pay period following one year from the date the first deduction was made by the payroll office provided the form or request is received in a timely fashion. Thereafter, such revocation will not be effective until the first pay period following any successive anniversary date provided the form or request is received no later than such anniversary date and no earlier than 60 days before such anniversary date.

**Section 9.** Union notification. The Employer agrees to promptly provide a copy to the Union when a revocation of an allotment is received from an employee. The Union agrees to forward to the Human Resources Office within

five workdays any written revocation of allotment that is received by the Union.

**Section 10.** Service fees. The Union and Employer agree that no service fee shall be deducted by the Employer.

**Section 11.** Remittance of dues. The payroll office will remit dues withheld to the Union. A check will be made payable to the local and forwarded to the President, AFGE, Local 2176. It will be accompanied by a Union Dues Deduction Report containing the following: Identification of employee organization, payroll period, employee's name and social security number, names of employees from whom no deductions have been made.

**Section 12.** Back dues. The payroll office has no provision for withholding back dues or recouping dues owed the Union. Any efforts to collect such payments will be the sole responsibility of the Union and between the Union and Union members.

**ARTICLE 11**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.**    General.        The Employer and the Union agree to cooperate in providing equal employment opportunity for all qualified persons, to prohibit discrimination because of age, race, color, religion, sex, non-disqualifying disability, or national origin, and to promote the full realization of equal employment opportunity. Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.

**Section 2.**    Training.        The Employer shall continue to adhere to established criteria in all programs assuring equal training opportunities to minorities and women.

**Section 3.**    Utilizing skills.        The Employer, through cooperation with the Union, will strive to utilize to the fullest extent the present skills of employees, including the redesigning of jobs where feasible. On-the-job training and other training measures will be provided to the extent possible consistent with identified needs and available funds so that employees may perform at their highest potential and advance in accordance with their abilities. Reasonable job accommodations for qualified disabled employees will be provided.

**Section 4.**    EEO information.        The Employer agrees to provide employees access to written information describing the discrimination complaints procedures and ensure that Equal Employment Opportunity (EEO) counselors are available and accessible.

**Section 5.**    Meetings.        Matters relating to EEO may be discussed at Union-Management meetings. As needed, EEO personnel may be requested to attend Union-Management meetings. Should the Employer establish an EEO Advisory Committee, a Union representative may be nominated to serve on the committee.

**Section 6.**    Counselors.        The Employer agrees to consider nominations made by the Union for collateral duty EEO counselors. The EEO Officer or designee will consult with

the Union and appropriate supervisor(s) in making the selection. Candidates selected shall meet the criteria established by the EEO program and will be trained in accordance with the provisions of applicable regulations. Collateral duty EEO counselors will serve under the direction of the EEO Officer.

**Section 7.** Reports. The Employer will provide to the Union copies of reports on the progress of the EEO Program when requested, including the statistical reports required annually as part of the Affirmative Employment Plan.

**Section 8.** Complaints or grievances. Bargaining unit employees must elect to file an EEO complaint or a grievance under the negotiated grievance procedure. EEO complainants have the option of requesting a personal representative who could be a Union official. The appointed representative would be representing the complainant in an individual capacity and not in the capacity of a Union representative.

**Section 9.** ADR procedures. Employees may request to participate in the EEO Alternative Dispute Resolution (ADR) process. Participation is voluntary and may be extended to those seeking assistance in resolution of non- EEO work-related matters. The process uses mediation as the method to resolve employment-related disputes.

## **ARTICLE 12 SAFETY AND HEALTH**

**Section 1.** General. The Employer shall make every effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage employees to work in a safe manner. All work practices and conditions pertaining to health and safety will be in keeping with the Occupational Safety and Health Act of 1970, EM 385-1-1, Army and other DOD regulations, as well as any other applicable Federal and local laws, rules, and regulations. Where applicable safety criteria are not provided to cover existing safety hazards known to the Employer, the Employer will take action to establish safety criteria to overcome the safety hazard.

**Section 2.** Restrictions. No employee shall be required to perform work on, about, or around moving or operating machines and/or equipment while in motion or in operation without adequate safety precautions having been taken and protective measures observed. No employee shall be required to work in areas where conditions exist which have been determined by proper authority to be detrimental to health or safety unless such conditions are an inherent part of the work to be performed and required protective measures are being observed. The Employer will take such precautions as are necessary to ensure that such conditions are removed, remedied, or kept to an absolute minimum.

**Section 3.** Responsibilities. Employees are responsible for reporting safety hazards, unsafe working conditions, and violations of safety practices to their supervisors. An employee or group of employees who believe that they are being required to work under conditions that are unsafe or unhealthy beyond the normal hazards inherent to the operation in question should bring their concerns to the attention of their supervisor for appropriate action. If no solution is reached, employees have the right to bring these situations to the attention of the District Safety Officer. If the situation remains unresolved, the employee shall have the right to file a grievance. There will be no reprisal for good faith, reasonable presentation, and/or identification of hazardous conditions.

**Section 4.** Training. The Employer will ensure that employees receive both formal and informal training designed to improve performance in mission-related duties; to develop the required ability and skills to utilize approved methods and facilities; to acquire necessary skills and knowledge; and to reduce accidents, injuries, and losses from error. The Employer agrees to provide instructions, proper work methods to be used, and proper use of protective equipment wherever and whenever employees are required to perform hazardous duties or work with unfamiliar equipment. An employee will not be required to work on a machine with which he or she is unfamiliar until receiving adequate instructions to safely perform the job.

**Section 5.** Safety requirements. Employees will be required to conform to the safety requirements imposed by the Employer. Employees will not be allowed to wear clothing or adornments that would cause injury to the employee. If a given work situation presents an unusual, real, and present danger to an employee, the Employer agrees to place a qualified controller on duty as long as the danger exists.

**Section 6.** Safety equipment and clothing. The Employer shall acquire, maintain, and require the use of approved safety equipment, approved personal protective equipment, and other devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. The use of protective equipment and clothing is only acceptable in conjunction with adequate employee training, equipment selection and fit, and equipment maintenance programs. At no time shall the use of personal protective equipment be a substitute for feasible engineering controls.

**Section 7.** Accidents. The Employer, employees, and the Union will make every reasonable effort to prevent accidents of any kind. Should accidents occur, however, a prime consideration will be the care and comfort of injured personnel. It is the responsibility of the employee to report as soon as possible to the employee's supervisor any job-connected injury, disease, or illness regardless of severity. Employees who are injured in the performance of their duties, or who contract a disease caused by their employment, will be advised of the benefits available to them under the Federal Employee's

Compensation Act, as amended, and assisted by their supervisor in preparing the necessary forms in support of their claims for compensation. The Employer will apprise managers and supervisors of the requirements and procedures of the Act. The employee and the supervisor shall cooperate in completing Form CA-1, Federal Employees Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, or Form CA-2, Federal Employees Notice of Occupational Disease and Claim for Compensation. These forms will be completed and forwarded to the designated processing office as soon as possible. Employees injured in the performance of duties will be carried in a duty status with pay without charge to leave for the time required to obtain emergency treatment to the extent that the time is within the employee's scheduled hours of work for that day.

**Section 8.** Treatment. The Employer shall furnish or arrange for prompt transportation, professional medical service, and adequate facilities for the proper diagnosis and treatment of injuries or diseases incurred on the job.

**Section 9.** Work determinations. Following examination and/or treatment of an employee who reports to the medical facility or physician as a result of a traumatic injury or disease, determination will be made by a physician as to whether the employee should be sent home or returned to work for duty. Determination as to when the employee is physically qualified to return to full duty or light duty will be made by the physician. The medical facility or physician will notify the employee's office accordingly.

**Section 10.** Sick leave. When an employee, after reporting for work, considers that he/she is physically unfit for duty, he/she shall request sick leave. Sick leave will be approved in accordance with Article 23 of this Agreement. Appropriate arrangements will be made for transportation to a physician, hospital, or home if the situation warrants. Appropriate arrangements will be made if Management determines an employee unfit for duty on a case-by-case basis.

**Section 11.** Safety committees. A joint General Safety Committee shall be established at each Operations Project Office and the District Office, consisting of members designated by the Employer and the Union. The District Office General Safety Committee covers smaller field

offices throughout the District. Committees' members will appoint committee chairpersons. The committees shall function during the working hours without any loss of pay or leave to its members. The committees will meet as required to consider safety problems and to make recommendations to the supervisor responsible at the facility. Minutes of the meeting will be recorded and copies forwarded to the committee members, the Labor Relations Officer, and the Union President.

**Section 12.** Accident investigations. When disabling injuries occur involving unit employees, the appropriate General Safety Committee will be notified. The General Safety Committee will be allowed reasonable time for designated representatives to make an examination of the accident site and confer with the injured and witnesses if they are willing. Findings of the committee's investigation will be provided to the supervisor, the Safety Officer, and the Union. At the General Safety Committee meeting following completion of the investigation, the committee will be advised of the results of the investigation.

**Section 13.** Outdoor lighting. Within available resources, the Employer agrees to provide outdoor lighting on buildings in accordance with applicable standards to assist in the protection of individuals reporting for work during hours of darkness.

**Section 14.** Fire extinguishers. The Employer agrees to supply and maintain appropriate types and numbers of fire extinguishers. All employees are responsible for ensuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign materials are kept away from the fire extinguishers.

**Section 15.** Isolated areas. For safety reasons, no fewer than two employees shall normally be required to work in isolated or high-risk areas without communication or periodic checks being arranged or made by the supervisor or other personnel in the area.

**Section 16.** First-aid kits. First-aid kits shall be provided in accordance with the Occupational Safety and Health Act (OSHA).

**Section 17. Safety inspections.** A Union representative shall be given the opportunity to accompany the District Safety Officer on formal safety inspections.

**Section 18. Office environment.** Office temperatures will be maintained at an appropriate degree. When appropriate temperatures are not maintained, the health and comfort of employees will be monitored closely and excused absence granted, as deemed appropriate by the Commander until optimum temperatures can be restored. Adequate ventilation shall be provided so as to reduce harmful concentrations of chemicals and chemical irritants. Ventilation systems will be monitored throughout the year for hazards and working efficiency.

**Section 19. Safety and health complaints.** The Union will present complaints to the Employer regarding safety and health and where complaints cannot be resolved, the Employer will arrange a meeting for the purpose of allowing a Union representative to present Union concerns. The Employer recognizes its ultimate responsibility to resolve health and safety hazards.

**Section 20. Ergonomic designs.** The Employer agrees that employees will be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. The Employer agrees to provide, to the extent possible, equipment that meets ergonomic design criteria.

**Section 21. Studies.** The Employer shall make regular and periodic industrial hygiene studies of environmental conditions that may impair employee health including excessive noise, dust, vapors, and other potentially harmful conditions. Such studies will also be initiated in response to employee complaints. Reports of such studies will be provided to the Union President and the Labor Relations Officer.

**Section 22. Medical examinations.** The Employer agrees to provide occupational medical examinations based on job exposures to physical and chemical hazards. Such examinations will be based upon current OSHA requirements and the recommendations of the District Industrial Hygienist and the examining physician.

**Section 23. Remote and enclosed areas.** The Employer agrees to identify remote and enclosed areas that may

present safety hazards and develop standing operating procedures to address these hazards. Joint Safety Committees will be utilized for input to this process. When work is required in areas where flammable or toxic vapors exist all work practices shall be consistent with regulatory requirements.

**Section 24.** Employee Wellness, Stress.

The Union and Management agree that recognizing, minimizing, and coping with stress are essential parts of employee wellness. Employees who feel they are experiencing harmful levels of job-related stress may contact the Union office, Human Resources, or their supervisor for guidance and recommendations.

**ARTICLE 13**  
**MERIT PLACEMENT AND PROMOTION PROGRAM**

**Section 1.** Appropriate work. The Employer agrees that employees will normally be assigned to work that is appropriate to their occupational titles and at a level commensurate with their pay. Insofar as possible, supervisors will avoid assigning employees incidental duties that are inappropriate to their positions and qualifications; however, additional though unrelated duties may be assigned based on the needs of the organization.

**Section 2.** Merit Placement and Promotion Program. The Employer agrees that all promotions and assignments will be made in accordance with the applicable Merit Placement and Promotion Program and applicable laws and regulations.

**Section 3.** Job announcements. Announcements of promotion and job opportunities will be posted for all employees on Army and/or OPM websites. Such announcements shall contain the minimum qualifications requirements. Employees will be advised the location of these postings and are urged to periodically review all available announcement media and submit the required application to ensure appropriate consideration.

**Section 4.** Details and temporary promotions. The Employer may detail or temporarily promote employees in accordance with governing regulations when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or can be expected to improve efficiency.

**Section 5.** Documentation of details. Employees detailed to another position or statement of duties may document the details on resumes and will receive a copy of the notification of personnel action when required by Army regulations. Details to a higher grade and temporary promotions that would exceed 120 days must be filled through competitive procedures. Wage Grade employees who perform higher-graded duties on a regular and recurring basis will be temporarily promoted.

## **ARTICLE 14 PERFORMANCE APPRAISAL SYSTEM**

**Section 1.** General. The approved Army performance evaluation system as applied to bargaining unit employees will be fair, objective, equitable, reliable, and job related. The Employer will ensure that the appraisal system will be in conformance with applicable laws and regulations.

**Section 2.** Performance plans. A separate performance plan will be prepared for each employee, regardless of identical positions. In the establishment or modification of performance objectives, the Employer will solicit employee comments either verbally or in writing.

**Section 3.** Rating and reviewing officials. Normally the supervisor is the rating official and the next level supervisor is the reviewing official. Management may assign these duties to others when deemed appropriate, for example, due to extended leave of a supervisor. Changes to performance plans may be made at any time by the rating and reviewing officials.

**Section 4.** Procedures. The rating official will meet with the employee to discuss performance and review the performance plan for currency during the rating cycle. Performance meetings will be documented on appropriate DA forms. Supervisors will counsel employees when their performances are not meeting required job performance elements. Employees will submit performance accomplishments for annual written ratings. Annual written ratings will normally be completed by the rating and reviewing officials and given to employees within 45 days after the rating period.

**Section 5.** Disputes. Any dispute arising over a performance appraisal or matters directly related to performance appraisals, shall be subject to the negotiated grievance procedures. The identification of elements or the establishment of performance objectives are not subject to review under any grievance or appeal procedures except when the employee alleges that the elements are in violation of governing law, rules, or regulation.

**Section 6.** Within grade increases. If the employee's rating is less than Fully Successful, the employee is ineligible to receive a within grade increase. An acceptable level of competence determination required for the granting of a within grade increase will be made in accordance with appropriate regulations.

**Section 7.** Denial of within grade increase. Supervisors will immediately notify the employee and the Human Resources Office, in writing, that the employee's performance is not at a level of competence to warrant granting a within grade increase when an employee whose performance is less than Fully Successful is due an increase. The notice to the employee will include an explanation of the reason for the negative determination and the basis for the withholding; areas of performance in which the employee must improve; and reconsideration procedures and the employee's right to representation.

**Section 8.** Rights. The employee will be notified of his/her right to request reconsideration of the negative determination from an Agency official one level higher in the organization than the official who approved the employee's performance rating. The employee must request reconsideration within 15 days of receipt of the negative determination notice. The employee has the right to Union representation in requesting reconsideration of a negative determination. The employee and the Union representative will be afforded a reasonable amount of official time to review records and present the reconsideration submission after approval of their requests for use of official time.

**Section 9.** Written notification. If a negative determination is sustained, the employee will be informed in writing of the appropriate grievance and appeal rights.

**Section 10.** Return to acceptable level. After a within grade increase has been withheld, the rating supervisor may grant the increase at any time that he/she determines the employee has demonstrated sustained performance at an acceptable level of competence and assigns a performance rating of Fully Successful or better. After withholding an increase, the supervisor can make a new level of competence determination any time within the 52 weeks following the due date for the denied within grade increase.

**Section 11.** Adverse actions. An acceptable level of competence determination is based on the employee's most recent performance appraisal. Adverse action may be taken at any time against an employee whose performance is not satisfactory. A written proposal setting forth in detail the basis for the proposed action will be given to the employee 30 days in advance of the proposed effective date. The employee will be provided an opportunity to reply to the proposed action. Actions based on unacceptable performance are subject to procedural requirements contained in 5 U.S.C. 4303 and applicable regulations.

**Section 12.** Determinations. The Employer's decision to retain, reduce in grade, or remove an employee will normally be made within 30 days after the date of expiration of the notice period.

## **ARTICLE 15**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

**Section 1.** General. The Government Employees Training Act, Public Law 85-507, provides that all Federal employees will receive counseling and training to increase the efficiency and effectiveness of their work. The Employer will establish adequate training opportunities commensurate with identified needs and funds to ensure that employees may acquire individual development for the furtherance of the mission and career program objectives.

**Section 2.** Purpose of training. The Employer will ensure that employees receive both formal and informal training designed to improve performance in mission-related duties; to develop the required ability and skills to utilize approved methods and facilities; to acquire necessary skills and knowledge; to encourage self-improvement and self-development; and, to reduce accidents, injuries, and losses from error, spoilage, pilferage, and waste.

**Section 3.** Recommendations. The Union may make recommendations relative to training employees in the unit that will be considered by the Employer. The Employer has the right to determine the type and amount of training employees shall receive.

**Section 4.** Cross training. The Employer will, to the extent practicable, provide employee on-the-job cross training. Training needed by the employee in connection with officially assigned duties will be accomplished at the Employer's expense.

**Section 5.** New skill requirements. In recognition of the mutual advantages to the Employer and to the employee, the Employer agrees to make a reasonable effort to utilize current employees when the Employer determines that in-house training is appropriate for new skill requirements. Selection for such training opportunities shall be consistent with the criteria in applicable regulations; however, neither the selection for, nor the completion of, such training will automatically ensure an employee of a reassignment or promotion. The Employer will, upon request, identify areas of skill in which scarcities exist

and inform employees of these areas. Furthermore, the Employer will, to the extent practicable, establish training opportunities in these areas and inform the employees how to apply for training if funding and manpower ceilings permit.

**Section 6.** Required training. The Employer will distribute mandated training requirements from higher authorities to the workforce. Employees will be allowed sufficient on-duty time to complete any mandated training. The Employer will coordinate any required training programs with the Union.

**Section 7.** New equipment. The Employer will give advance notice to the Union in regard to the installation of any new equipment, machinery, or process that would require additional training. The Employer will provide for the additional training required due to technological changes. In cases where automation or technological changes do away with various jobs or positions, the Employer, to the extent consistent with manpower and funding requirements, will make a reasonable effort to reassign affected employees, including retraining such employees where necessary for reassignment. As determined appropriate and allowable under regulation, the Employer may waive qualification requirements to enter into training program agreements in an effort to place employees in lines of work where their services can be utilized.

**Section 8.** Limited formal training. When a limited number of spaces are available for formal training given solely to prepare employees for advancement and required for promotion, merit promotion procedures shall be followed in selecting career and career-conditional employees for the training. Army career programs are an exception to the provisions of this Section. Immediate supervisors will discuss available training programs with the employees who would normally be eligible for such training.

**Section 9.** Reduction-in-force. In the event of a reduction-in-force, the Employer will coordinate with the State Employment Service to determine 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. Retraining of affected employees in a retained grade status shall be established under

provisions of Public Law 95-454, as amended. The Employer and the Union agree to meet and discuss the provisions of such a program. Employees who would be separated by reduction-in-force under conditions that would entitle the employee to severance pay may be retrained into a position of the Agency or of another agency in accordance with applicable laws and regulations. The Employer will counsel/advise employees in regards to all rights and entitlements as appropriate based on individual impact of reduction-in-force procedures.

**ARTICLE 16**  
**AWARDS AND SUGGESTION PROGRAMS**

**Section 1.** General. The Employer has the responsibility for development and implementation of the Incentive Awards Program and the Army Suggestion Program in accordance with appropriate laws and regulations.

**Section 2.** Recognition. Employees and teams will be duly recognized for exceptional performance, increased productivity, special contributions, and suggestions on new, improved, and innovative ways to carry out the mission or function of the Employer and furthering the goals of the District.

**Section 3.** Nominations. Supervisors are strongly encouraged to recognize employees and teams by fully participating in the awards and suggestion programs. Employees are encouraged to participate by providing input on possible nominees to their immediate supervisors and by proposing suggestions for mission or function improvements.

**Section 4.** Publicity. The Employer will publicize special award nomination and suspense requirements and subsequent award recipients.

**ARTICLE 17**  
**REDUCTION-IN-FORCE**

**Section 1.** Management responsibilities. Management recognizes its responsibility in taking action to avoid or minimize the adverse impact of a reduction-in-force. Such action may include restricting recruitment, meeting ceiling limitations through attrition, reassigning employees in surplus positions, filling vacancies by internal placement from affected personnel, and terminating limited appointments. The Employer agrees to notify the Union of the reasons and necessity for a reduction-in-force as far in advance as practicable. The Employer also agrees to inform the Union of the affected competitive levels and the number of employees affected when this information is available. The Employer will submit to the Union a sanitized copy of the portion of the retention register applicable to affected employees in the bargaining unit.

**Section 2.** Governing regulations. All reduction-in- force/transfer-of-function actions will be accomplished in accordance with governing regulations. Reasonable offers will be made in compliance with regulations. The Employer may request from the appropriate authority authorization for voluntary retirements under provisions of 5 U.S.C. 8336.

**Section 3.** Procedures. The Union recognizes that during a reduction-in-force, the Employer must adhere to manpower ceilings and funding guidance provided by higher headquarters. Performance appraisals will be frozen for all employees competing in a reduction-in-force on a uniform date designated as the date of issuance of reduction-in-force notices or a designated date shortly before the date of issuance of notices.

**Section 4.** Records. Employees adversely affected by a reduction-in-force have a right to review all of the records pertaining to the action and to see a copy of appropriate regulations pertaining to reduction-in-force, including a review of a sanitized copy of the retention register for the appropriate competitive level.

**Section 5.** Special considerations. The Employer agrees to provide special consideration for repromotion of employees receiving grade or pay retention under sections 5362 and 5363 of Public Law 95-454. Employees eligible for special consideration should make application for consideration following the appropriate procedures.

**Section 6.** Preference. The name of any permanent status employee who is separated by a reduction-in-force action shall be placed on appropriate reemployment priority lists. Career status employees shall be given preference in rehire for a period of two years from the date of separation and career-conditional employees shall be given preference in rehire for a period of one year from the date of separation. Such employees shall be given preference in rehire for permanent positions for which qualified in the reverse order of separation. Any such employee who notifies the Employer at the time of separation that he/she will accept temporary employment, will also be considered for any position for which qualified on a temporary basis. Acceptance of a temporary position by an employee on the Reemployment Priority List will not affect his/her status on the list or eligibility for reemployment in a permanent position.

## **ARTICLE 18 CONTRACTING OUT**

**Section 1.**     General.       The Employer may contract out work in accordance with provisions of OMB Circular A-76, this Agreement, and other applicable laws and regulations.

**Section 2.**     Site visit.       The Employer will notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by bargaining unit employees. A Union representative may be allowed to attend such a site visit.

**Section 3.**     Briefings.       The Employer will provide periodic briefings to employees and the Union to provide appropriate information pursuant to OMB Circular A-76 on decisions affecting unit employees.

**Section 4.**     Minimization of impact.     The Agency will make every reasonable and credible effort to minimize the impact on employees if unit work is contracted out and unit employees are displaced.

**ARTICLE 19**  
**HOURS OF WORK AND BASIC WORKWEEK**

**Section 1.** Workweek definitions. The administrative workweek is seven consecutive days from 0001 Sunday to 2400 Saturday in 24-hour daily increments. The basic workweek for full-time employees will be determined by the type work schedule the employee is authorized to work. Only those work schedules approved through appropriate channels will be authorized. The Employer recognizes the use of alternate work schedules, either flexible or compressed, to include 5-4-9, 10 and 12-hour compressed schedules. The adoption of an alternate work schedule will not adversely affect mission accomplishment or customer service. Alternate work schedules will be developed at the organizational element level and approved by the District Commander. When alternate work schedules are in effect, other provisions of this Agreement may not apply. Management retains the right to restrict an employee in schedules if mission requirements dictate change or the employee fails to comply with the requirements of the schedule. The Employer will schedule the workweeks of all employees within the administrative workweek to permit two consecutive days off, except for emergencies, to meet operational requirements and authorized manpower limitations.

**Section 2.** Workday definitions. The standard workday and/or week requirement will consist of the number of hours, excluding overtime hours, depending on approved schedules with a non-paid lunch period for all employees except shift workers. Approved lunch periods are outlined in appropriate regulations. Shift workers' tours of duty will include a 20-minute paid lunch period when overlapping of shifts in three-shift operations is not possible. Employees subject to paid lunch periods must stay in close proximity to their work stations to be available for call. If more than one 8-hour shift is in operation during a 24-hour period and overlapping of shifts to permit time off for a meal is not feasible, an on-the-job meal period of 20 minutes is authorized and included in the regularly scheduled tour of duty. Employees must spend their on-the-job meal period at or

near their workstations. When possible, the meal period will not be interrupted.

**Section 3.** Schedules. Employees will have their work properly scheduled and will receive premium pay under appropriate circumstances. In those offices where employee work schedules are subject to weekly/pay period changes, work schedules will be clearly posted as soon as practicable.

**Section 4.** Rest periods. Each employee may take a 15- minute rest period during the first and last half of the workday unless precluded by unusual circumstances. Rest periods will not be observed during the first or last hour of the workday nor shall they precede or be added to the lunch period. It is agreed that this is a privilege and may be disallowed by the Employer if abused.

**Section 5.** Clean up time. It is understood that each employee shall be at his/her work station ready for work, at the scheduled starting time. Reasonable time will be allowed employees who perform work that causes them to become excessively dirty to clean up before lunch. Similarly, reasonable time (15 minutes) will be allowed those employees to clean and store tools, wash up, and change clothes prior to end of each shift.

**Section 6.** Schedule changes. Any contemplated change in the regularly scheduled workday, workweek, or administrative workweek shall be in accordance with applicable rules and regulations. Except for emergencies and temporary changes, the Union and employee will be notified no less than one pay-period prior to implementation of an Employer-proposed change in the hours of work or tours of duty for an organizational element.

**Section 7.** Shift work. Except in an emergency situation or administrative necessity, employees who work shift work will not be required to report for duty if there has been less than a two-shift lapse since the previous tour. Those employees required to return to work with less than 16 hours lapse in their previous tour, may be permitted to use flextime hours when reporting for the next tour of duty as schedules, workload, and staffing allow.

**Section 8.** Rescheduled hours. Hours of work that are rescheduled prior to the beginning of an administrative

workweek are considered part of a regularly scheduled administrative workweek. Employees who perform night, Sunday, or holiday work rescheduled under those circumstances are entitled to appropriate premium pay.

**Section 9.** Excused absences. When excused absence is authorized because of extreme weather conditions, breakdown of equipment, fires, floods, or other natural phenomena, all eligible employees who report, or are scheduled to report, for work and whose services are not specifically required will be excused as authorized by regulation.

## **ARTICLE 20 OVERTIME**

**Section 1.**     Overtime definitions.           Work performed in excess of the daily work schedule requirement or in excess of 80 hours in a biweekly pay period is overtime work. Overtime pay/compensatory time for overtime worked is earned in accordance with existing Federal compensation laws and regulations and is paid when such overtime work is ordered and approved in advance by the supervisor.

**Section 2.**     Overtime assignments.           Overtime assignments will be distributed fairly and equitably to all employees in their particular position classification and/or project assignments. Employees assigned to work overtime must be qualified to perform the overtime work in an efficient, economical, and expeditious manner. Employees may, upon request, be released from overtime assignments provided their reasons are valid and another qualified employee is available for the assignment. However, an employee can be required to work overtime in circumstances where the work situation demands. In the case of employees who have worked equal amounts of overtime, and who are unable to agree informally on who will work the overtime, the overtime will be assigned to the employee with the greatest interval since he/she has worked overtime. If an employee requests and is relieved of an overtime assignment, the overtime declined is considered overtime worked for the sole purpose of determining equity.

**Section 3.**     Late reporting.                An employee who is late reporting for an overtime assignment and has an acceptable reason as determined by the supervisor, will be allowed to work the remainder of the assignment unless another employee has been called and has reported for work.

**Section 4.**     Overtime or compensatory time.     General Schedule employees may choose either overtime pay or compensatory time. However, exempt employees at GS-10, Step 1, or equivalent pay and above may be directed to take compensatory time. Employees whose rates are set by the Federal Wage System are eligible to choose compensatory time in lieu of overtime.

**Section 5.** Advance notice. The Employer agrees to provide the employee with as much advance notice as possible of overtime assignments when overtime assignments are planned or anticipated. The provisions of this Section do not apply to unusual emergencies when circumstances demand immediate action for protection of life or Government-owned property.

**Section 6.** Call back. Irregular or occasional overtime work requiring the return to the place of employment on a day when work was not scheduled, is considered at least two hours in duration for the purpose of overtime compensation.

**Section 7.** Appropriate grade level assignments. Employees will not normally be assigned to work below their grade levels on an overtime basis; however, management retains its right to assign work in accordance with Article 4 of this Agreement.

**Section 8.** Annual leave and overtime. Employees will not be requested to forego scheduled annual leave to prevent the payment of overtime except in cases of emergency.

**ARTICLE 21  
HOLIDAYS**

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

<b>HOLIDAY DESIGNATIONS</b>	<b>OBSERVED</b>
New Year's Day	1 January
Martin Luther King, Jr. Birthday	3d Monday in January
President's Day	3d Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2d Monday in October
Veterans Day	11 Novmeber
Thanksgiving Day	4th Thursday in November
Christmas	25 December

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

**Section 2.** Work on holidays. The Employer may require work on holidays. A minimum of seven calendar days advance notice will be given to employees required to work. If Management does not have sufficient notice of the work required, as much notice as possible will be provided the employee.

**Section 3.** Holiday pay outside basic workweek. Employees working on a holiday outside their basic workweek shall receive the same pay as they would normally receive on an overtime day.

**Section 4.** Holiday pay within basic workweek. Employees working on a holiday within their basic workweek will receive the same pay as they would normally receive, plus a day's pay they are normally entitled to for the holiday. Holiday pay entitlements for power plant employees may be different subject to provisions of Public Law 97-257. The Employer may, upon request of a unit employee, relieve

that employee from holiday assignment if the employee's reason is valid and there is another unit employee of the same classification and grade available who agrees to work on the holiday and would not have to be paid overtime for the assignment.

**Section 5. Compensation.** Employees shall receive compensation for the number of hours prescribed by their work schedule at the regular hourly rate plus any appropriate shift differential on all days defined as holidays on which they are not required to work.

**Section 6. In lieu of holiday.** The day off in lieu of holiday for employees working a non-regular workweek should conform to the following schedule:

"When a holiday falls on a non-workday outside a full-time employee's basic workweek, the day to be treated as his/her "in-lieu-of" holiday is the workday immediately before the non-workday (except when the non-workday is Sunday, in which case the subsequent workday is the "in- lieu-of" holiday").

<b>SCHEDULED DAYS OFF</b>	<b>WHEN HOLIDAY FALLS ON</b>	<b>DAYS OFF IN LIEU OF HOLIDAY</b>
Saturday-Sunday*	Saturday Sunday	Previous workday (WD) Following WD
Sunday-Monday	Sunday Monday	Following WD Previous WD
Monday-Tuesday	Monday Tuesday	Following WD Previous WD
Tuesday-Wednesday	Tuesday Wednesday	Following WD Previous WD
Wednesday-Thursday	Wednesday Thursday	Following WD Previous WD
Thursday-Friday	Thursday Friday	Following WD Previous WD
Friday-Saturday	Friday Saturday	Following WD Previous WD

\*Crosses the Administrative Workweek.

**ARTICLE 22  
ANNUAL LEAVE**

**Section 1.** General. Approvals of employees' requests for annual leave will be granted, subject to the needs of the Employer and provisions of this Article, when their requests are submitted with reasonable advance notice. Care will be exercised by employees and the Employer to prevent forfeiture of employees' accrued annual leave. Supervisors will make reasonable efforts to prevent forfeiture of leave. However, it is the employee's responsibility to plan and request leave in a timely fashion in order to preclude the likelihood of end-of-the- year forfeiture. Annual leave for emergency reasons will be granted on an individual case basis. Management reserves the right to cancel approved leave due to mission changes or extenuating circumstances.

**Annual Leave Accrual Rate**

<b>YEARS OF SERVICE</b>	<b>ANNUAL LEAVE ACCRUAL</b>
Enter on Duty through end of 3d year	4 hours per pay period
Beginning of 4th year through end of 15th year	6 hours per year
Beginning of 16th year through end of service	8 hours per pay period

**Section 2.** Annual leave for short periods. Requests for annual leave for short periods will be accepted at any time. Management will make every reasonable effort to approve or deny requests within 2 weeks of receipt.

**Section 3.** Extended annual leave. The Employer agrees to tentatively approve employees' yearly requests for extended annual leave for planning purposes no later than 1 March of each calendar year. When establishing the leave schedule the Employer will give full consideration to the employee's preferred vacation period(s). 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 based on Service Computation Date. The Employer may approve a requested change in selection provided another employee's choice is

not affected, or may require a change because of unforeseen circumstances. A copy of the tentatively approved leave schedule will be available to all employees within each organizational unit.

**Section 4.** Transfers. In case of transfer of an employee from one organizational unit to another, the previously scheduled annual leave for vacation purposes shall be discussed between the supervisor and employee for confirmation or re-scheduling as necessary.

**Section 5.** Interruptions and suspensions of operations. The Employer will announce any planned interruption or suspension of operations to employees as far in advance as practicable. Employees will be required to take annual leave unless leave without pay is requested when advance notification of at least one full workday has been provided. If the interruption or suspension continues beyond one workday, the Employer will make every reasonable effort to utilize the affected employees in another duty assignment. If such assignment is not possible, Management will consider annual leave or leave without pay requested by employees.

**Section 6.** Religious holidays. Any employee applying for leave on a workday which occurs on a religious holiday associated with the religious faith of the employee will be granted such leave if workload permits.

**Section 7.** Deaths or grave illnesses. In cases of death or grave illness in the immediate family, an employee will be granted annual leave or leave without pay upon his/her request. Leave granted under this Section shall be for a reasonable amount of time to include time for the employee to travel to and from his/her destination and to attend to matters in connection with the gravely ill or deceased person.

**Section 8.** Advanced annual leave. Upon written request by the employee and reasonable justification to the Employer, annual leave that will be earned during the balance of the leave year may be advanced to the employee.

**Section 9.** Leave Donation Program. The Employer will allow a leave donation program whereby employees may donate their annual leave to team members affected by a

personal emergency and who have insufficient leave to cover the required work absences.

**ARTICLE 23  
SICK LEAVE**

**Section 1.** Responsibilities. The Union recognizes the importance of sick leave and the obligations of employees to utilize it only when incapacitated from the performance of duty by sickness, injury, or other valid reasons. The Union, therefore, agrees to aid in eliminating unwarranted or improper use of sick leave. The supervisor will make every effort to grant the employee's request for sick leave. Employees will request approval as much in advance as possible.

**Section 2.** Procedures. Approval of sick leave shall be granted by the employees' immediate supervisor to employees:

a. when they are incapacitated from the performance of their duties by sickness, injury or confinement, or for medical, dental, or optical examination or treatment;

b. when a member of the immediate family of the employee is afflicted with a contagious disease, as described in appropriate regulations, and requires the care and attendance of the employee;

c. when through exposure to contagious disease, the presence of the employee at the post of duty would jeopardize the health of others;

d. or when required to give care and attendance to a family member or for purposes relating to the death of a family member in accordance with the Federal Employee's Family Friendly Leave Act (FFLA). An employee will make an appropriate request for use of FFLA leave and will contact the Human Resources Office for assistance with applying for FFLA leave.

**Section 3.** Sick leave requests. If the employee is unable to contact the supervisor personally because of incapacitation, he/she may designate someone else to do so. If the immediate supervisor or a person authorized by the supervisor to approve leave is unavailable, the second-level supervisor will be contacted. The same

notification procedures apply to employees who become sick or injured while on duty.

**Section 4.** Notice of sick leave. Notice of sick leave, not requested in advance, shall be given by employees to their immediate supervisor as soon as possible and normally not later than two hours after normal reporting time on the first day of absence.

**Section 5.** Medical certificates. Periods of absence on sick leave in excess of three consecutive workdays must be supported by a medical certificate to be submitted to the supervisor within seven calendar days after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her illness will be accepted when the Employer agrees that it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

**Section 6.** Abuse of sick leave. Employees shall not be required to furnish medical certificates to substantiate a request for sick leave unless such sick leave exceeds three consecutive workdays, except in individual cases when there is reason to believe the employee is abusing sick leave privileges. In such a case, the Employer will advise the employee that he/she has a questionable sick leave record and why the employee is suspected of abusing sick leave, and he/she will also be advised that if his/her record does not improve, a medical certificate may be required for each future absence for sick leave. If this does not bring about an improvement in his/her sick leave record, the employee will be notified in writing that all future requests for sick leave must be supported by a medical certificate, and will also be advised in the same written notice, fully and factually, of the reasons therefore.

**Section 7.** Leave restriction. It is agreed that all such cases requiring a doctor's certificate for each absence shall be reviewed by the supervisor for the purpose of determining whether such penalty can be eliminated, and that such review shall take place at the end of six months from date of issue of official written notice requiring doctor's certificate and each six months thereafter if it has not previously been rescinded. It is also agreed that the employee will be notified in writing of the decision

reached. It is further agreed that official written notice of abuse of sick leave privileges shall not be issued when the absences claimed on sick leave have been documented with an acceptable doctor's certificates.

**Section 8.** Advanced sick leave. When required by the exigencies of the situation, a maximum of 30 days sick leave with pay may be advanced for serious disability or ailment, or for purposes relating to the adoption of a child, providing the employee has not established a pattern of sick leave abuse. Employee requests for advanced sick leave must be in writing and include administratively acceptable evidence of requirement for leave and of returning to work before being approved by the immediate supervisor. Supervisors will coordinate advanced sick leave requests with the Human Resources Office.

**Section 9.** Extended sick leave. Employees on extended sick leave are responsible for advising their supervisor of the estimated period of absence from the work site. Employees unable to return to work at the end of the period for which leave was approved will again notify the supervisor and request additional leave.

**Section 10.** Leave Recipient. Employees who exhaust leave because of illness may apply to become leave recipients in order to deter financial hardship.

**Section 11.** Light Duty. If recommended by an attending physician, the immediate supervisor or designee will assign light duty in accordance with the physician's instruction. Light duty will be assigned if it:

- a. is available within or outside the employee's organizational element;
- b. is of productive use to the Employer;
- c. does not conflict with employee's medical restrictions; and
- d. does not pose a safety or health hazard to others.

**ARTICLE 24**  
**LEAVE WITHOUT PAY**

**Section 1.** General. Requests for leave without pay will be processed and considered in accordance with applicable law, regulations, and District policy. Normally, such leave shall be requested and granted in 90-day increments not to exceed a period of one year for each application.

**Section 2.** Returning to work. The Employer recognizes the obligation to provide employment at the grade the employee held on the effective date of leave without pay, or at any changed grade through reduction-in-force action or reclassification of the position and in the current pay status of such grade at the time the employee returns to work provided the employee returns to work no later than at the end of the approved leave period.

**Section 3.** Reduction-in-force. The bumping and retreat rights of an employee on approved leave without pay will be observed in situations where the employee's status has been affected by reduction-in-force action during the leave of absence.

**Section 4.** Benefits. Employees in leave without pay status shall accrue all rights and privileges in respect to retirement status and appropriate coverage under the group life insurance and Federal employee's health benefits program to which they may be entitled. However, employees may incur a debt to be repaid upon return to duty.

**Section 5.** Election or appointment to Union position. Written notice to the Employer by the Union President of the election or appointment of an employee in the bargaining unit to a position in the AFGE, will be accepted as justification for leave without pay, upon the employee's request, unless the employee's absence would adversely affect the mission of the employee's activity or the accomplishment of the employee's job. Insofar as mission requirements of the employee's activity permit, elected or appointed delegates to a Union function will be granted annual leave or leave without pay upon the employee's request.

## **ARTICLE 25 OTHER LEAVE**

**Section 1.**     Emergency situations.         It is understood that the Employer will consider granting excused absence during emergency situations. Such situations may include, but are not limited to, extreme weather conditions and disaster such as fire, flood, hurricane, or other natural phenomena. The Employer will excuse as many employees as possible, consistent with essential work requirements. Employees will be placed on excused absence for the period the office is closed. Non-emergency employees on duty at the time of a dismissal during the day will be granted excused absence for the remainder of the workday.

**Section 2.**     Civil activities.         The Employer will grant excused absence to the extent authorized by and in accordance with appropriate regulations for participation in authorized civil activities such as Armed Forces medical examinations, emergency rescue or protective work, military funerals, and civil defense activities. In accordance with law and regulations, full-time permanent and part-time permanent employees who are members of the National Guard or the Armed Forces Reserves are entitled to appropriate military leave in a fiscal year for active duty or active duty for training.

**Section 3.**     Jury and court duty.     If an employee is summoned for jury duty or jury qualification or as a witness in a non-official capacity in a judicial proceeding on behalf of a State or local government, or on behalf of a private party when a party is the U.S. Government, state, or local government, he/she shall be paid at the appropriate rate for time required from his/her normal work schedule to perform such duties and charged court leave for such time. When testifying on behalf of the U.S. Government or on behalf of a State or local government or private party in an official capacity, the employee will be considered to be in an official duty status and entitled to regular compensation without regard to any entitlement to court leave. Such time shall be limited to the time necessary, not to exceed eight hours per day. A night shift employee who performs jury duty during the day will be granted court leave for his/her regularly scheduled night tour of duty and is entitled to the night differential if applicable while serving as a juror. Any funds collected by the employee from the court

while he/she is serving as a witness or juror may be retained by the employee as permitted by law. When an employee is called for court duty, he/she shall promptly notify the Employer so that arrangements may be made for his/her absence from the activity. Annual leave will not be substituted for court leave. Upon completion of service, the employee shall present to the Employer, satisfactory evidence of the time served on such duty. If an employee is excused from court duty for one day or a substantial part of a day, he/she is expected to return to duty unless this would be impractical. In determining whether the employee will be required to return to duty, the employee will phone the supervisor, who will make the determination based on the amount of time remaining in the workday, and special need for the employee's services, the distance involved, and the type of transportation available. An employee will not be required to return to work if one hour or less of the workday remains.

**Section 4.** Public elections. Employees scheduled to work on an election day who are eligible to vote in such election shall upon request be granted the minimum amount of excused absence necessary to provide the employee time to travel to the polls and vote. As a general rule, where the polls are not open at least three hours before or after an employee's regular hours of work, he/she will be granted an amount of excused absence which will permit reporting for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. In the case of employees on flexitime, the above general rule is applied to hours of work that were in force prior to implementation of flexitime.

**Section 5.** Voting registration. For employees who vote in jurisdictions that require registration in person, excused absence 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 6.** Blood donations. Employees who, without pay or compensation, volunteer as donors to blood banks or to needy individuals will be excused from work subject to workload requirements without charge to leave or loss of

pay for a period of time up to four hours for the time necessary to donate the blood, for recuperation following blood donation, and for necessary travel to and from the donation site.

**Section 7.** Bone-marrow and organ donors. An employee may use up to seven days of paid leave each calendar year to serve as a bone-marrow donor. An employee may also use up to 30 days of paid leave each calendar year to serve as an organ donor.

**Section 8.** Family and Medical Leave Act requests. Employees may request leave in accordance with the Family and Medical Leave Act (FMLA) and implementing regulations. Under the FMLA, employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for a serious health condition; the birth and care of a son or daughter or the adoption or foster care of a son or daughter; or the care of a spouse, son, daughter, or parent who has a serious health condition. An employee will make an appropriate request for use of FMLA leave and will contact the Human Resources Office for assistance with applying for FMLA leave.

## **ARTICLE 26 TRAVEL**

**Section 1.** General. Employees shall not be required to travel except under the conditions and procedures prescribed by Department of Defense Joint Travel Regulations. The Employer agrees not to schedule travel on scheduled non-workdays unless such travel is dictated by mission requirements. Employees required to travel shall receive pay, per diem, travel allowance and reimbursement in accordance with applicable law and regulations.

**Section 2.** Overtime. Employees required to perform official duties beyond the regularly scheduled workday while in a travel status shall be compensated in accordance with applicable rules and regulations.

**Section 3.** Notice. Employees shall normally receive at least five workdays notice of any required travel except where such travel is essential to the mission and cannot be postponed by the Employer. In such cases, not less than 24 hours notice must be given except in cases of emergencies.

**Section 4.** Travel during non-duty hours. Insofar as practicable, travel during non-duty hours of an employee shall not be required. However, if such travel is required, the official authorizing the travel shall record the reasons for the travel and, upon request, furnish a copy of such reasons to the employee. When travel is required outside an employee's regular scheduled hours of work or tours of duty and where permissible under applicable laws and regulations, such travel shall be considered as hours worked and the employee compensated accordingly.

**Section 5.** Government travel cards. Employees eligible for a Government travel card will obtain the travel credit card to cover travel expenses. Employees ineligible for the Government travel card due to low frequency of travel, will be paid (if requested) the maximum advance payment of per diem and travel expenses allowable by current regulations and Defense Finance Accounting System prior to the employee's departure on the trip. Employees are required to submit their travel claims vouchers in

accordance with regulations. Employees are responsible for payments of any expenses accrued through their use of issued Government travel cards.

**ARTICLE 27**  
**DISCIPLINARY ACTIONS, ADVERSE ACTIONS, AND APPEALS**

**Section 1.** Prevention. The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary action through effective labor-management relations.

**Section 2.** General. Supervisors have the responsibility and authority to maintain proper conduct and discipline among their employees. The Employer agrees that discipline shall be administered in a fair and impartial manner and that no employee will be disciplined except as provided by law and regulations. Disciplinary actions will be processed in a timely manner. Such actions will be taken for just cause to promote the efficiency of the Federal service.

**Section 3.** Table of Penalties. The Army Table of Penalties will be used in determining penalties in connection with disciplinary actions. All actions taken will be as consistent and equitable as the mitigating, extenuating, and aggravating factors permit.

**Section 4.** Definitions. Disciplinary actions are oral admonishments, written reprimands, suspensions, and removals, and reduction-in-grade taken for disciplinary reasons. Counseling is not a disciplinary action in and of itself but may form the basis for later disciplinary action.

**Section 5.** Pending actions. Supervisors will attempt to ascertain pertinent facts before taking disciplinary action. If disciplinary action other than oral admonishment or written reprimand is deemed appropriate, the affected employee(s) will be advised of the pending disciplinary action.

**Section 6.** Procedures. Disciplinary action will be initiated as soon as possible after the event or occurrence warranting such discipline, or of the Employer becoming aware of such event or occurrence. Initiation of disciplinary action may be delayed pending completion of an investigation or for other valid reasons.

**Section 7.** Warrants or subpoenas. If an employee is to be served with a warrant or subpoena or questioned by outside officials, it will, to the extent practicable, be done in private without the knowledge of other employees.

**Section 8.** Rights. The Employer shall notify employees of their discipline-related rights, to include their right to Union representation and their right to grieve and appeal. Exercise of grievance or appeal rights over disciplinary or adverse action will not delay implementation of the actions.

**Section 9.** Confidential Discussions. Counseling or oral admonishment of an employee, or discussion of a disciplinary action, will be done in a surrounding that is private and will minimize emphasis of the issue in other employees' presence.

**Section 10.** Last chance agreements. The Union will be notified when Management offers a bargaining unit employee a last chance agreement.

**ARTICLE 28**  
**GRIEVANCE PROCEDURES**

**Section 1.** General. The Employer and the Union will make every effort to settle complaints at the lowest possible level. Efforts will be made to settle grievances expeditiously and at the lowest level of supervision at which the personal relief sought may be granted. This Article provides a mutually acceptable method for prompt and equitable resolution of grievances and is the exclusive procedure available to the Employer, the Union, and employees in the bargaining unit for resolving such grievances.

**Section 2.** Coverage. This negotiated grievance procedure will apply to all grievances which are expressions of dissatisfaction by any employee concerning any matter relating to employment of the employee or by the Union, an employee, or the Employer concerning the effect, interpretation, or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3.** Exclusions. Excluded from this grievance procedure are:

- a. Issues which involve a violation relating to prohibited political activities;
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal for national security reasons;
- d. any examination, certification, or appointment;
- e. classification of any position which does not result in the reduction in grade or pay of the employee;
- f. termination of a probationary or temporary employee; and

reduction-in-force and contracting out actions.

**Section 4.** Appeals. Nothing in this Section will prevent an employee from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice complaint defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance over the matter in accordance with this Agreement. The aggrieved employee may seek resolution under either the appeals procedure or the negotiated grievance procedure, but not both.

**Section 5.** Grievances and EEO complaints. Employees shall be deemed to have exercised their option under this Section when they timely initiate an action under the applicable statutory procedure or file a timely grievance in writing under the negotiated grievance procedure, whichever occurs first. Discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure. However, the filing of a formal EEO complaint constitutes an election to not select the negotiated grievance procedure. The grievance period may be extended if additional time would help facilitate the resolution of the employee's complaint or contributes to a full and complete investigation of the facts.

**Section 6.** Discussions. Any employee in the bargaining unit may present a grievance to the Employer. Employees who do not wish Union representation may choose a non- Union representative or represent themselves. The Union has the right to be present at all grievance meetings to protect the interests of other employees in the bargaining unit and maintain contract compliance. All grievance discussions will be at times mutually agreeable to the grievant, the Employer, and the Union.

**Section 7.** Informal procedures. A grievance will be presented first by the grievant (and representative if one is chosen) to the grievant's immediate supervisor to fully discuss the issue. The informal grievance must be initiated within ten working days from the date of the incident that gave rise to the grievance or the grievant became aware or should have become aware of the incident. The immediate supervisor will render a decision within ten working days after the presentation of the grievance.

Grievances should be resolved orally at this stage whenever possible; however, the decision will be in writing if the grievance was presented in writing.

**Section 8.** Second-step process. A written grievance must be filed within ten working days after the conclusion of the first step or within ten working days from the date the informal process was waived because the involved supervisor and grievant agreed it would serve no useful purpose or if a timely response was not rendered by Management in the informal stage. The written grievance must be submitted to the next higher-level manager from the one who heard or could have heard the grievance informally and to the Labor Relations Officer. The Labor Relations Officer will notify the Union President and the office or division chief from which office the grievance originated. The written grievance must contain the following information: the identity of the aggrieved employee by name, title, series, grade, and organization; details of the grievance and a brief summary of the action that has been taken, if any; date the cause of dissatisfaction happened or the date the employee became aware of the cause of the grievance; the article of this Agreement allegedly violated, if applicable; relief sought; and the name of the Union or non-Union representative, if one is chosen. The supervisor will have ten working days to attempt to resolve the grievance and notify the grievant of his/her decision in writing. Management will inform the Union at Step 2 if they believe the issue is not appropriate for arbitration. Questions that cannot be resolved by the parties as to whether or not a grievance is subject to this procedure will be referred to an arbitrator for decision concurrently with submission of the grievance.

**Section 9.** Third-step process. If the grievant is dissatisfied with the decision rendered at Step 2, the grievant may submit the written grievance to the District Commander or his/her designee and the District's Labor Relations Officer within ten working days from the date the grievant received the Step 2 decision. The deciding official will issue a written decision on the grievance within ten working days from receipt of the grievance. If the third-step decision is not satisfactory to the grievant, the Union may proceed to arbitration at its discretion.

**Section 10.** 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.

**Section 11.** 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. Each employee must obtain permission for the use of this official time from his/her respective supervisor.

## **ARTICLE 29 ARBITRATION**

**Section 1. General.** If a grievance processed under the negotiated procedure is not resolved satisfactorily, either the Employer or the Union may refer the issue to arbitration. The notice referring an issue to arbitration must be submitted within 15 days of receipt of the final grievance decision. Only the Employer or the Union may take a grievance to arbitration.

**Section 2. Procedures.** Within seven days from the date of the receipt of a valid arbitration notice, either party may request the Federal Mediation and Conciliation Service to submit a list of five 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 parties will select an arbitrator within five days after receipt of the list. If they cannot agree upon one of the listed persons, the Employer and the Union will strike alternately one arbitrator's name from the list and repeat this procedure until only one name remains. The remaining name will be the arbitrator. Strikes will be alternated, with the Union striking first.

**Section 3. Joint submissions.** If the parties fail to agree to a joint submission of the issue for the arbitrator, each will make a separate submission and the arbitrator will determine the issue or issues to be heard. Questions as to the grievability or arbitrability will be raised immediately with the arbitrator in the same proceedings as the arbitration of the grievance on its merits.

**Section 4. Hearing.** The arbitration hearing will be held on the premises arranged by the Employer and held during the regular workday. The process to be utilized by the arbitrator will be in accordance with the American Association of Arbitrators. Employee participants in the hearing will be in a duty status. Both parties may call and cross-examine witnesses before the arbitrator.

**Section 5.** Arbitrator decisions. When making a decision, the arbitrator is bound by law and Government-wide regulations and will consider applicable regulations that are binding on the employee. The arbitrator will be requested to render a decision within 60 days of the hearing. Any dispute over the interpretation or application of the arbitrator's award will be returned to the arbitrator for settlement, including remanded awards. The arbitrator's award will be binding on both parties.

**Section 6.** Award exceptions. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority. When an exception is filed, implementation of the award will be stayed until the Authority renders a decision. The arbitrator will have no power to add to or subtract from, disregard, or modify any terms of the Agreement.

**Section 7.** Fees and expenses. The arbitrator's fees and expenses will be shared equally by the parties. Travel and per diem will not exceed the maximum rate payable to employees under the Joint Travel Regulation. The parties each have the right to hire an independent court reporter to produce records of the procedures. Each party is responsible for payment of the cost of transcripts.

**Section 8.** Withdrawals. The party requesting arbitration may withdraw the grievance at any time prior to the actual convening of the arbitration hearing.

**ARTICLE 30**  
**DISPUTE RESOLUTION**

**Section 1.** General. A concerted effort will be made by the Employer and the Union to resolve differences between Management and Union officials informally.

**Section 2.** Formal disputes. If informal efforts fail, disputed issues not otherwise covered by this Agreement will be brought to the attention of the Union President and the Labor Relations Officer for resolution.

**Section 3.** Written disputes. If resolution is not reached, the appropriate representative of the charging party will submit the dispute in writing to the appropriate representative of the other party.

**Section 4.** Review board. A labor-management review board will be established to review the dispute. The Employer and the Union will each assign three representatives to discuss the dispute and attempt resolution within 15 days of the submission of the written dispute.

**ARTICLE 31**  
**APPROVAL, DURATION, AND REOPENING OF AGREEMENT**

**Section 1.** General. This Agreement shall become effective when signed by the Union President and the Commander if approved by authority delegated by the Secretary of the Department of Defense. If the Agreement is not approved or disapproved within Department of Defense's mandated 30-day period, the Agreement shall take effect and shall be binding on the Agency and the exclusive representative subject to the provisions of Public Law 95-454, as amended, Title VII, and any other applicable law, rule, or regulation.

**Section 2.** Term. This Agreement shall be in full force and effect for three years from the effective date thereof, and every three years thereafter will be automatically renewed, unless either party shall give to the other party written notice of intention to terminate or renegotiate this Agreement in its entirety no more than 105 days nor less than 60 days prior to its 3-year anniversary date and each subsequent 3-year anniversary date provided the Union continues to meet the definition of a labor organization as defined in Title VII, Public Law 95-454, as amended, and maintains entitlement to exclusive recognition as provided in Public Law 95-454 as amended.

**Section 3.** Notice. The Employer and the Union agree that in those cases where notice is served prior to the anniversary date to renegotiate this Agreement in its entirety that negotiations shall commence within 30 calendar days after receipt of such notice by either party from the other. This time limit may be extended by mutual consent of both parties.

**Section 4.** Changes. Where changes in existing rules or regulations relating to conditions of employment that are to be implemented by the Employer have the effect of negating or invalidating any portion of this Agreement, a request for revision of the Agreement may be made by either party. The party desiring revision of the Agreement shall request negotiation within 10 days of notification of the proposed changes. By mutual consent

of both parties a specific section or article may be opened for renegotiation at any time.

**Section 5.** Supplements. No agreement, alterations, understandings, variations, waivers, or modifications of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties unless agreed to by the Union President or his/her designee and approved by the Employer.

**Section 6.** Termination. Termination of this Agreement does not in and of itself terminate the Union's recognition.

## **ARTICLE 32 GLOSSARY**

Listed below are definitions for the terms used in this Agreement.

**Adverse action:** Management-initiated actions described in 5 U.S.C. 7512.

**Agreement:** Labor-Management Agreement between the U.S. Army Corps of Engineers, Savannah District, and the American Federation of Government Employees (AFGE), Local 2176, entered into as a result of collective bargaining pursuant to the provisions of Chapter 7 of Title 5 of the U.S. Code.

**Bargaining Unit:** The employees covered by this Agreement as defined in Article 1.

**Bargaining Unit Employee (BUE):** Any employee of Savannah District who is covered by the Agreement.

**Committee:** A group of employees officially delegated to perform a function, such as investigating, considering, or reporting on any matter. Union acceptance of participation on District's committees constitutes a waiver of any requirement for further negotiations on issues acted upon by that committee.

**Conditions of Employment:** Personnel policies, practices, and matters whether established by rules, regulations, or otherwise, for example, by custom or practice, affecting working conditions.

**Consultation:** A discussion between representatives of the Employer and the Union for the purpose of obtaining information, exchanging ideas, and seeking opinions on various issues affecting employees. It is not mandatory that the end result of consultation be agreement between parties.

**Days:** Calendar days unless otherwise specified.

**Disciplinary Action:** A Management-initiated action to correct employee conduct which results in documentation of an employee's official personnel folder. Disciplinary actions may be taken only for such cause as will promote the efficiency of Federal service and be consistent with applicable laws and regulations.

**Dues:** Monies deducted from employees' pay after affiliating with the Union.

**Employee:** All employees of the District, regardless of their duty location.

**Employee Supervisor:** See Immediate Supervisor

**Employer:** U.S. Army Corps of Engineers, Savannah District.

**Exclusive Recognition:** The certified exclusive representative of bargaining unit employees.

**Formal Discussion:** Any discussion as defined by 5 U.S.C. Chapter 7114 (2)(A).

**Grievance:** Any complaint described in 5 U.S.C., Chapter 7103 (a)(9).

**Human Resources Office:** Office with the responsibility for administering personnel services for Savannah District.

**Immediate Supervisor:** The individual who grants/denies leave, accomplishes the employee's appraisal, etc.

**Management:** Individuals delegated the authority to speak for the Commander of Savannah District.

**Mediation:** The intervention in a dispute or negotiation of an acceptable, impartial, and neutral third party, who has no decision-making authority. The objective of this intervention is to assist the parties to voluntarily reach an acceptable.

**Negotiation:** Bargaining between representatives of the Employer and Union on appropriate issues dealing with changes in personnel practices, policies, and procedures with the objective to reach formal agreement.

**Reasonable offer:** An offer in a reduction-in-force or transfer-of-function to a position the grade of which is equal to or higher than the retained grade; a position the rate of basic pay for which is equal to or higher than the retained grade; or a position the rate of basic pay for which is equal to or higher than the rate to which the employee is entitled under the provisions of pay retention.

**Representative:** Individual duly authorized and officially appointed to perform representational duties for the Union, employee, or Employer in situations warranting representation.

**Steward:** An appointed representative of the Union for the purpose of providing a vehicle for employees to utilize in their presentation of matters appropriate for consideration by the Union.

**Supervisor:** Management officials within the chain of command with responsibilities related to supervision as defined in 5 U.S.C., 7106 (a)(2).

**Table of Penalties:** Army's guide to supervisors in disciplining employees; a partial listing of offenses with recommended penalties.

**Union:** AFGE, Local 2176.

**Union Official:** Any duly elected or appointed official of AFGE, Local 2176.

**Union Representative:** Any elected or appointed official of the Union to represent the Union in an official capacity.

**Working Condition:** Basic condition of employment or policy.