

# **Collective Bargaining Agreement between the US Army Corps of Engineers, Detroit District, and the American Federation of Government Employees (AFGE) Local 2130**

## **PREAMBLE**

Pursuant to policy set forth in 5 USC, Chapter 71, the following articles of the basic agreement, together with supplemental agreements and/or amendments that may be negotiated at a later date, constitute a total agreement by and between the District Engineer, Detroit District, U.S. Army Corps of Engineers, hereinafter referred to as the "EMPLOYER", and Local No. 2130, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the "UNION".

It is the intent and purpose of the EMPLOYER and the UNION to enter into a labor-management agreement which will have for its purpose: to promote the well-being of the employees in the unit and the efficient administration of the Government; to provide such employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; to provide for continual development and implementation of modern and progressive work practices that are fair and reasonable and which will promote the highest degree of morale, efficiency, responsibility and employee performance in the District; to adjust promptly all differences between the EMPLOYER and the UNION; to provide for an improvement in the participation of employees in the units in labor-management relations through the maintenance of constructive and cooperative relationships between the EMPLOYER and the UNION; to provide for a safe and healthful work environment; and to confer in good faith with respect to procedures for the settlement of grievances, personnel policies and practices and other matters affecting general working conditions.

## ARTICLE 1 - RECOGNITION AND COVERAGE OF THIS AGREEMENT

### Section 1.

The UNION is hereby recognized by the EMPLOYER as the exclusive bargaining agent for all employees under the jurisdiction of the EMPLOYER in the following Units of Recognition:

Included: All professional and nonprofessional employees of the U.S. Army Corps of Engineers, Detroit District.

Excluded: Management officials, supervisors, nonprofessional employees of the Kewaunee Sub-Office and the SOO Area Office, and employees described in 5 U.S.C. § 7112(b)(2),(3),(4),(6) and (7). (Recognition granted 6 June 2008)

### Section 2 Coverage

This Agreement covers all employees recognized in Section 1. These employees are hereinafter referred to as "Unit Employees".

## ARTICLE 2 - GOVERNING LAWS AND REGULATIONS

### Section 1 Governing Rules, Laws, and Regulations

- a. In the administration of this agreement, the parties shall be governed by all applicable laws and existing government-wide rules and regulations, as defined in 5 USC, Chapter 71, and by subsequently enacted government-wide rules and regulations implementing 5 USC 2302.
- b. Any policies and regulations issued subsequent to the date of approval of this Agreement by the EMPLOYER, which are not required by law or by the regulations of appropriate authorities, and which are in conflict with the terms of this agreement, will not govern or control the parties of this agreement until mid-term bargaining obligations are met (see Article 8).

### Section 2 Labor Relations

Labor Relations will be conducted in accordance with the Federal Service Labor Management Relations Statute (Statute). The EMPLOYER, the UNION, and Unit Employees shall have all rights and obligations given under the Statute. Any lawful waivers of these rights given by the EMPLOYER or the UNION must be clearly set forth in this agreement and understood to be waived by both UNION and the EMPLOYER.

### Section 3 Past Practice

Any prior benefits and/or practices which were in effect on the effective date of this Agreement, shall remain in effect unless superseded by the new agreement or in accordance with 5 USC Chapter 71.

### Section 4 Availability of Regulations

In an effort to keep unit employees informed of their legal rights, the UNION and Employer agree:

- a. That within (60)days of the execution of this Collective Bargaining Agreement (CBA), the UNION will provide the EMPLOYER a list of specifically identified laws and regulations it wished to make available to unit employees.
- b. Within sixty (60) days of the UNION's request, the EMPLOYER will:
  - (1) Provide five (5) notebooks with tabbed copies of each requested law or regulation for the UNION'S use.
  - (2) Post the requested laws and regulations to the District Intranet site.

No more often than once per year, the UNION may request that the EMPLOYER provide updates of specified laws and regulations in print and on the intranet.

## ARTICLE 3 - MANAGEMENT RIGHTS

### Section 1 Statutory Rights

Subject to Section 2 of this Article, the EMPLOYER retains its authority:

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

### Section 2 Scope of Bargaining

Nothing in this Agreement shall preclude the EMPLOYER and the UNION from negotiating:

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

## ARTICLE 4 - UNION RIGHTS

### Section 1 Statutory Rights

In all matters relating to personnel policies, practices and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC 71 and this agreement.

### Section 2 Exercise of Rights

The EMPLOYER shall not restrain, interfere with, or coerce representatives of the UNION in the exercise of their rights under 5 USC 71 and this agreement.

### Section 3 Formal Discussions

The UNION will be provided reasonable advance notice and be given the opportunity to be present and to participate at any formal discussion between one or more representatives of the EMPLOYER and one or more Unit Employees or their representatives concerning any grievance, personnel policy or practice, or other general condition of employment.

### Section 4 Examinations and Investigations

The UNION will be allowed to be present and represent a Unit Employee at any examination or investigation of a Unit Employee by a representative of the EMPLOYER in connection with an investigation if the Unit Employee reasonably believes that the examination may result in disciplinary/adverse action against the Unit Employee and the Unit Employee requests representation.

### Section 5 Other Appeals and Complaints

The UNION has the right to refuse to represent any Unit Employee in matters not covered by the negotiated agreement, e.g., statutory appeals of adverse actions, EEO complaints.

### Section 6 Information

a. The EMPLOYER agrees to provide the UNION, upon request, with information that is normally maintained, reasonably available, and necessary for the UNION to effectively fulfill its representational functions and responsibilities in accordance with applicable laws, rules and regulations, to include the Privacy Act. This information will be provided to the UNION within a reasonable time and at no cost to the UNION.

b. When requesting information, the UNION will provide a statement of "particularized need." "Particularized need" includes a specific explanation of exactly why the UNION needs the requested information and an explanation of how the UNION intends to use the requested information and how that use relates to the UNION's role as the exclusive representative.

## ARTICLE 5 - EMPLOYEE RIGHTS

### Section 1 Purpose

This Article sets forth the rights and responsibilities of Unit Employees covered by the collective bargaining agreement. Unit Employees shall have the right to fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion or discrimination by the EMPLOYER or the UNION, except as restricted by laws, regulations, or job responsibilities.

### Section 2 Right to Join and assist the UNION

a. Each Unit Employee shall have the right, freely and without fear of penalty or reprisal, to form, join, or assist the UNION or to refrain from any such activity.

Unit Employees cannot be denied this right based on race, color, religion, sex, national origin, age, or disability.

b. The right to assist the UNION extends to participation in the management of the UNION when duly elected or appointed as a UNION official. The right to assist also encompasses acting for the UNION in the capacity of a representative, including presentation of the UNION'S views to officials of the Executive Branch, the Congress, or any other appropriate authorities.

c. The right to assist the UNION includes the right to engage in collective bargaining on behalf of the Unit Employees.

d. Except as prescribed in Article 10, Dues Withholding, nothing in this agreement shall require any Unit Employee to become a dues paying member of the UNION or to pay money to the UNION.

e. Employees excluded from the Bargaining Unit may be members of the American Federation of Government Employees but are not eligible for dues withholding.

### Section 3 Right to Representation

a. A Unit Employee shall have the right to contact and meet with a UNION representative to discuss representational matters for a reasonable amount of time during normal duty hours, upon supervisory approval. If it is necessary for the Unit Employee to leave the building/work area to meet with the representative, the Unit Employee will be released from duties unless there is a pressing operational exigency.

b. The terms of this Agreement do not preclude the right of any Unit Employee in the Unit from bringing matters of his personal concern to the attention of the appropriate officials of the EMPLOYER in accordance with applicable laws and regulations.

c. A Unit Employee may request representation if the Unit Employee reasonably believes, either prior to or during an examination, discussion or interview, that it could result in disciplinary action. In that case, a representative of the UNION will be given an opportunity to be present at that examination, discussion, or interview. Once a Unit Employee chooses to exercise this right by requesting representation, further questioning may take place with the presence of the UNION representative,

provided no unreasonable delay occurs. If the UNION representative is not available, the management official may reschedule the meeting, normally within one business day.

d. The EMPLOYER agrees to annually inform Unit Employees of these above rights under 5 USC 7114(a)(2)(B). During initial in-processing with Human Resources, each Unit Employee will be provided with a copy of "Weingarten" rights, along with a copy of the negotiated agreement.

e. It is agreed that the UNION shall be given the opportunity to be represented at all formal discussions between the EMPLOYER and the Unit Employee concerning any grievance, or any personnel policy or practices or matters affecting general working conditions of Unit Employees. In this regard, the EMPLOYER agrees to notify the UNION representative as far in advance of the formal discussion as reasonable. The attendance of the UNION representative will be acknowledged by the EMPLOYER at the start of such formal discussions. The UNION'S representative will be given the opportunity to ask questions on behalf of the Unit Employees and may make a brief statement as to the UNION'S position on the matter under discussion.

#### Section 4 Official Records and Files

a. No personnel record may be collected, maintained, or retained except in accordance with law, government wide regulations and this agreement. Supervisors normally maintain files on Unit Employees containing items pertinent to their performance, training, conduct, etc. All personnel records are confidential, shall be known or viewed by officials only with a legitimate administrative need to know, and must be retained in a secure location.

b. Unit Employees and/or their authorized representatives, who have been so authorized in writing, have the right to examine any of their personnel records. The Unit Employee has the right to a reasonable amount of duty time to examine their personnel records. The Unit Employee may request copies of material not routinely furnished to the Unit Employee. It is the Unit Employee's responsibility to ensure his/her Official Personnel Folder (OPF) is up-to-date and accurate.

c. Access to personnel records of the Unit Employee by the Unit Employee and/or the authorized representative will normally be granted within two (2) working days of the request if such records are maintained on the premises in which the Unit Employee is located. If the records are not maintained on the premises, upon request, the EMPLOYER will immediately initiate action to obtain the records from their location and will make them available to the Unit Employee as soon as possible.

d. Any records that have been placed in a Unit Employees OPF or supervisory file should be provided to the Unit Employee at the time the record is placed in the file.

#### Section 5 Whistle Blower Protection

Unit Employees shall be protected against reprisal for the disclosure of information which the Unit Employee believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, or an abuse of authority.

#### Section 6 Annual Confidential Financial Disclosure Reports

a. Determinations of who must submit an Annual Confidential Financial Disclosure Form (OGE-450) will be based upon the actual duties and responsibilities performed, or reasonably expected to be

performed, by the Unit Employee during the reporting period. Determinations of who must submit an OGE-450 will be made by an EMPLOYER official who is familiar with the actual duties performed by the Unit Employee.

b. Determinations of who must submit an OGE-450 will be in accordance with 5 CFR, Part 2634, Subpart I. Unit Employees who do not agree with a determination may request to discuss the determination with the EMPLOYER official who made the determination. If the issue is not resolved to the Unit Employee's satisfaction, the Unit Employee may file a complaint with the EMPLOYER in accordance with 5 CFR 2634.906. OGE-450 determinations are excluded from the negotiated grievance procedure.

c. On an annual basis, Unit Employees required to file an OGE-450 will be provided with a statement informing them where the relevant federal regulations and their rights and responsibilities can be accessed.

#### Section 7 Personal Rights

a. All Unit Employees and managers shall be treated fairly and equitably in all aspects of personnel management with proper regard and protection of their privacy.

b. Unit Employees and managers shall be treated with mutual respect. Unit Employees and managers should refrain from coercive, intimidating, loud or abusive behavior.

c. The EMPLOYER will make every reasonable effort to conduct discussions between supervisors and Unit Employees, other than routine work related conversations, in private.

d. If a Unit Employee is to be served with a warrant or subpoena, it will be done in private to the extent it is within the EMPLOYER'S control.

e. No Unit Employee will be disciplined or retaliated against solely for refusal to obey an order to violate the law issued by an EMPLOYER official. The refusal to obey an unlawful order will not subject the Unit Employee to disciplinary or adverse action. If there is a disagreement between the Unit Employee and the EMPLOYER official, the EMPLOYER official who issued the order will confer with the next level supervisor to resolve the issue.

f. A Unit Employee has the right to express dissatisfaction concerning procedures employed by the EMPLOYER in the exercise of their Managements Rights outlined in Article 3. It is also understood that the exercise of such rights shall be subject to appeal and grievance procedures where applicable as prescribed in laws, regulations and policies, and the negotiated grievance procedure provided in this agreement.

g. A Unit Employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with prevailing government-wide regulations. The EMPLOYER will offer retirement seminars to Unit Employees who are within five (5) years of retirement eligibility, subject to availability of funds.

#### Section 8 Timely and Proper Compensation

a. Unit Employees are entitled to timely receipt of all wages earned by the Unit Employee for the applicable pay period. The EMPLOYER is responsible for providing Time and Attendance (T&A) reports to

each Unit Employee for review and signature. Unit Employees are responsible for reviewing the T&A report for accuracy. Unit Employees are responsible for reviewing their electronic Leave and Earnings Statements (LES) in a timely manner and notifying the EMPLOYER of any errors.

b. Unit Employees need to be aware that notices of overpayment are no longer issued. Unit Employees are responsible for notifying the EMPLOYER of any overpayment issue. Where Unit Employees have been overpaid, the EMPLOYER will advise Unit Employees of the procedures available and provide the necessary forms for filing a request for waiver of all overpayment of pay received in good faith.

c. If proper payment is not received for any reason, Unit Employees are encouraged to notify the EMPLOYER immediately. Within one business day of notification the EMPLOYER will initiate corrective action and will notify Unit Employee of anticipated timeframe for resolution.

#### Section 9 Merit System Principles and Prohibited Personnel Practices Rights

Unit Employees shall have all the rights granted and protections provided for in 5 USC 2301, Merit System Principles, and 5 USC 2302, Prohibited Personnel Practices.

## ARTICLE 6 - LABOR-MANAGEMENT COOPERATION

### Section 1 Purpose

The EMPLOYER and the UNION shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient. The purpose of these meetings will be to confer with respect to personnel policies and practices and matters affecting working conditions, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, granting of leave, promotion plans, detail practices, pay practices, reduction-in-force practices and hours of work.

### Section 2 Pre-Decisional Involvement

In an effort to assure timely, cost effective, and fair decisions, the parties agree to share relevant information and meet routinely on topics that affect both labor and the EMPLOYER, such as, but not limited to: outsourcing, reorganization and restructuring, budget and work methods and procedures. Prior to a final decision by the EMPLOYER, and to the fullest extent possible, the EMPLOYER shall solicit from the UNION President, or his/her designee the UNION'S interests and ideas in an effort to reach a consensus on subjects appropriate for negotiation that are within the EMPLOYER'S authority and all applicable laws, Executive Orders and Office of Personnel Management (OPM) regulations as implemented by the EMPLOYER and/or the Army.

### Section 3 Voluntary Activities

The UNION agrees to cooperate with the EMPLOYER in truly voluntary charity drives and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which provide that no compulsion or reprisals will be tolerated. Confidential gifts may be made by placing contributions in sealed and unmarked envelopes. It is further agreed that no lists will be kept showing the names of contributors and the amounts of their contributions.

### Section 4 Committees

The UNION will be allowed to nominate a member to and participate with EMPLOYER Committees, consistent with 5 USC 7106.

## ARTICLE 7 - LABOR-MANAGEMENT PARTNERSHIP

### Section 1 Joint Labor-Management Partnership

The EMPLOYER and the UNION agree to continue the Joint Labor-Management Partnership for the purpose of reviewing and discussing their common interest in maintaining labor- management cooperation. The Partnership will meet at least once a quarter at the District Headquarters, and a member of the District's Executive Office will attend.

Minutes and proceedings of the meeting shall be kept by the EMPLOYER. Agenda items will be submitted by either party five (5) working days in advance of each meeting. The EMPLOYER agrees to furnish the UNION in writing within ten (10) work days, answers, solutions or EMPLOYER decisions on subjects brought up at the meeting which required investigation or review. The UNION will be advised if additional time is required to resolve or respond to any issue presented.

### Section 2 Purpose

The Joint Labor-Management Partnership will have as its purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-supervisory relationships; the promotion of education and training; the improvement of employee working conditions; the strengthening of employee morale; the implementation of equal employment opportunity; health and safety conditions; and the Alcohol and Drug Abuse Program, etc. However, it is agreed that individual grievances will not be taken up during Partnership meetings.

### Section 3 Members

- a. The EMPLOYER and the UNION agree that AFGE Local 2130 will have one representative on the Partnership, normally the President or designee. UNION representatives will be allowed to attend without charge to leave.
- b. The parties recognize that resource persons may be necessary to assist in a specific matter scheduled for the discussion during the meeting. To the extent possible, the Parties will name such resource persons in advance.

### Section 4 Process and Procedures

- a. The Partnership will establish its own procedures and methods of operation concerning agenda, meeting dates and location. Agendas will be exchanged by the Parties ten working days before the meetings. Matters not on the agenda may be added if either Party notifies the other Party no less than twenty four (24) hours before the meeting.
- b. Discussions on implementation of regulations dealing with conditions of employment or the contract will be a Partnership function and may include investigations, studies, reports and recommendations.

## ARTICLE 8 - MID-TERM BARGAINING

### Section 1 Purpose

This article shall be administered in accordance with 5 USC, Chapter 71 and this agreement. The purpose of this article is to prescribe the criteria and procedures by which the parties shall engage in negotiations during the term of the agreement.

### Section 2 Notification of Proposed Changes

In the administration of all matters covered by this agreement, the EMPLOYER and the UNION shall be governed by existing and future laws; and by existing regulations, policies and practices. The EMPLOYER shall notify the UNION of proposed changes and provide the opportunity to make comments on or request negotiations on any proposed changes covered in Sections 2a and 2b, at the UNION's discretion, and within twenty-one (21) calendar days from receipt of the notice. If e-mail is to be used the subject line shall be clearly marked "OFFICIAL NOTIFICATION".

- a. Regulations or policies resulting from changes in applicable laws or regulations issued by the EMPLOYER (U.S. Department of Army) or higher level authority (after the effective date of this agreement); or
- b. Changes in personnel policies, practices, etc., affecting working conditions deemed essential by the EMPLOYER and differing from or not covered by this agreement.

### Section 3 Contents of Notice

The notice will normally contain the following information:

- a. The nature and scope of the proposed change;
- b. A description of the change;
- c. An explanation of the initiating Party's plans for implementing this change;
- d. The proposed implementation date

### Section 4 Procedures

Subject to the provisions of Section 2 above, the following procedures will govern negotiations:

- a. Negotiations will commence within thirty (30) calendar days after receipt by the EMPLOYER of the UNION'S written request.
- b. New ground rules may be negotiated regarding the discussion of proposed major changes or additions in laws, regulations, policy etc., occurring during the life of this agreement. For other than major changes, the ground rules in effect for the negotiation of this agreement shall be utilized except that the sections concerning: Use of Official Time and Dates and Times of Meeting shall be negotiated and the Negotiation Team may be renegotiated.

c. There is no prohibition against developing informal procedures to handle discussions/negotiations of these matters at the election of the Chief negotiators.

d. Where the parties reach impasse, the EMPLOYER may not effect changes in otherwise negotiable personnel policies and practices and matters affecting working conditions without first providing the UNION with notice of its intent to implement the changes, so that the UNION is afforded a reasonable opportunity, under the circumstances, to invoke the processes of the Federal Service Impasse Panel (FSIP). If the Panel's processes are not invoked within fifteen (15) calendar days of such notification, the EMPLOYER may affect those changes. However, once the Panel's processes are invoked within fifteen (15) calendar days of such notification, the parties must adhere to established personnel policies, practices and matters affecting working conditions, to the maximum extent possible, i.e., to the extent consistent with the necessary functioning of the District.

#### Section 5 Amendment or Modification of Agreement

Either party may request amendment or modification of this Agreement by notifying the other in writing that a conference is desired for that purpose. The notice shall state the nature of the revision desired and must be given not less than ninety (90) calendar days prior to the term of this Agreement. The conference shall be convened within thirty (30) calendar days of the date of receipt of such notice.

a. There shall be no more than two (2) re-openers per contract year with a limit of two (2) issues per reopening by either party, except by mutual consent.

b. Amendments or supplements to which the parties agree shall become effective upon approval by FAS or on the thirty first (31st) day after signature by the District Engineer if approval or disapproval has not been made by FAS and shall remain in full force and effect until the agreed upon expiration date.

#### Section 6 Statutory Rights

Nothing in this Agreement shall be deemed to waive either Party's statutory rights including the UNION'S right to initiate mid-term bargaining on matters that are not contained in or covered by this Agreement. Unless it is clear that a matter at issue is set forth explicitly and comprehensively in this Agreement or in an existing MOU, the subject is appropriate for mid-term bargaining.

## ARTICLE 9 - UNION REPRESENTATION AND USE OF OFFICIAL TIME

### Section 1 Recognition of UNION Representatives

In addition to the elected Officers of the UNION, the EMPLOYER agrees to recognize the Stewards and the Chief Steward duly appointed by the UNION.

### Section 2 Notification of UNION Representative

The UNION will annually provide the EMPLOYER with an updated list of the names, titles, and work telephone numbers of all UNION representatives as well as changes as they occur.

### Section 3 Use of Official Time by Officers and Stewards of the UNION

- a. A reasonable amount of official time, during normal duty hours, shall be granted to Unit Employees who have been elected or appointed as UNION representatives for the performance of representational activities, including statutory responsibilities. Official time shall be approved without charge to leave or loss of pay and must be reasonable, necessary, and in the public interest.
- b. Official time may be used for representational purposes to include:
  - (1) Preparation and processing of grievances, complaints, or appeals concerning disciplinary adverse actions; and
  - (2) Resolution of unfair labor practice charges;
  - (3) Prepare for and attend meetings scheduled by the EMPLOYER;
  - (4) Represent the UNION in formal discussions involving personnel policies, practices, working conditions, or grievances between Unit Employees and the EMPLOYER;
  - (5) Prepare responses to EMPLOYER initiated correspondence;
  - (6) Maintain records in support of and prepare reports that are required of the UNION by federal agencies;
  - (7) Participate in bargaining over changes in working conditions of Unit Employees which occur during the term of this Agreement;
  - (8) Travel by the UNION representatives to accomplish any of the above;
  - (9) Other representational functions permitted by law.
- c. Except as authorized in Section 5, paragraph b., below, official time is prohibited for any activities performed by any Unit Employee relating to the internal business of the UNION including the solicitation of membership, elections of UNION officials, financial status (other than the required reports to Department of Labor), internal grievances, preparation for bargaining unit member meetings and the meetings themselves.
- d. The Parties acknowledge that official time for UNION representatives is provided under separate authority to participate in statutory appeal procedures. This includes, but is not limited to, proceedings

before the Federal Labor Relations Authority, and the Equal Employment Opportunity Commission. Such official time is not limited by this article.

e. The EMPLOYER will give consideration to making schedule changes to permit UNION Officers and Stewards to attend official UNION Functions on non-duty time.

f. The EMPLOYER will pay travel expenses when the EMPLOYER specifically requires the presence of a UNION representative in his/her capacity as UNION representative. In other instances UNION representatives may request, in advance, that payment of travel expenses be authorized by the EMPLOYER. The decision to approve payment of travel expenses is within the sole discretion of the EMPLOYER and will be approved if the travel is determined to serve the convenience of the EMPLOYER or is otherwise in the primary interest of the government. When the EMPLOYER approves travel expenses it will pay per diem and/or overtime only in accordance with applicable laws, rules, regulations and this agreement.

#### Section 4 Approval of Official Time

a. After requesting and obtaining approval, the officers and stewards of the UNION shall be authorized to use a reasonable amount of official time, which may include leaving their work areas (facility), without charge to leave or loss of pay, to perform representational duties required to administer the provisions of this agreement. The mission of the EMPLOYER must remain the first priority for coordinating time away from the area/facility.

b. The EMPLOYER shall approve the request unless the representative's absence would cause a substantial disruption at that time. If the request is denied the parties will arrive at a mutually agreeable time for departure, normally within twenty four (24) hours. The UNION representative will be given time to inform any Unit Employees involved in the delay.

c. When a UNION representative leaves the work site for representational purposes, he or she will notify the supervisor of the general purpose of the absence, departure time, and anticipated return time. The UNION representative will notify his/her supervisor upon their return. Upon entering a work area other than his or her own to meet with a Unit Employee, the representative will advise the immediate supervisor of his or her presence, the Unit Employee to be contacted, and the estimated duration of the meeting.

#### Section 5 Allocation of Official Time

a. The UNION President shall be authorized to use up to 50% of official time per pay period to perform representational activities. In the absence of the UNION President, the Executive Vice-President shall be authorized to use up to 50% of official time per pay period to perform representational activities.

b. The Secretary-Treasurer of the UNION shall be authorized to use up to one day per month of official time to prepare Department of Labor reports.

c. Requests for additional official time by the President or Secretary-Treasurer will be considered on a case-by-case basis.

d. Time for the following activities will not be charged to the amount of official time in Section 3.a. above, but will be made available to properly designated representatives, who would otherwise be in a duty status. Consistent with 5 USC 7131(a), and this Agreement, UNION representatives will be granted reasonable and necessary time to carry out the following functions:

- (1) Term agreement bargaining in accordance with 5 USC 7131(a) and this Agreement, and any related third party proceedings;
- (2) Mid-term bargaining on EMPLOYER-initiated or UNION-initiated changes in conditions of employment, and any related third party proceedings;
- (3) Time derived from statutes authorizing official time for statutory appeal procedures, such as proceedings before the FLRA and the EEOC;
- (4) EMPLOYER-initiated grievances;
- (5) Attending meetings of the Labor-Management Partnership;
- (6) Travel time for any of the functions listed above.

#### Section 6 Official Time for UNION Representative Training

- a. Administrative leave not to exceed one hundred and twenty (120) hours in a twelve (12) month period will normally be granted for the purpose of receiving training relating to matters of mutual concern to the EMPLOYER and to the UNION.
- b. If the UNION demonstrates that more than one hundred and twenty (120) hours per year are necessary for training, The EMPLOYER shall give serious consideration to granting additional administrative leave.
- c. Requests for such absences will normally be made at least thirty (30) calendar days, but not less than fourteen (14) days, in advance and will include complete information as to the subject matter of the training. It is understood by both parties that work site requirements will be considered when requesting/approving official time for this type of training.
- d. If the training is mutually agreed upon, the EMPLOYER shall pay travel expenses.

#### Section 7 Official Time Reporting

- a. All UNION officers and stewards must record official time spent in administering the Agreement or in other Labor-Management matters required by law and/or regulation. The following codes will be used by Unit Employees when submitting their by-weekly time for payroll.
  - (1) BD – Labor-Management Relations
  - (2) BK – Grievance and Appeals
  - (3) BA – Term Negotiations
  - (4) BB – Mid-Term Negotiations

b. These codes can be found in the Timekeeper's manual. The EMPLOYER'S Human Resources (HR) Office will monitor quarterly usage. Upon request, the UNION shall specify in sufficient detail the purpose of the official time usage so as to permit the EMPLOYER to determine if the official time was used in the administration of this agreement.

#### Section 8 Employment with the UNION

Any Unit Employee elected or appointed to office in the UNION, at the AFGE District 7 level or National Office, which requires a part or all of his/her time, may be granted leave without pay (LWOP) by the EMPLOYER. He/she shall not lose his/her seniority, established at the time of the absence, and shall accrue seniority subject to applicable laws and regulations. Leave without pay for the above purpose is limited to periods not in excess of one year, but may be renewed upon receipt of appropriate application by such Unit Employee and approval by the EMPLOYER.

## ARTICLE 10 - DUES WITHOLDING

### Section 1 Payroll Deductions for UNION Dues

The EMPLOYER agrees that payroll deductions for the payment of UNION dues will be made from the pay of Unit Employees covered by this Agreement who voluntarily request such deduction. In implementing the dues deduction program, the UNION will be governed by the provisions of this Article.

The EMPLOYER agrees that the information as to which Unit Employees elected to pay dues will only be used in conducting official business and will not be disseminated to any individual without a need for this information.

### Section 2 Payroll Deductions Processing

a. Unit Employees may authorize the payment of labor organization dues to the UNION by voluntarily completing a Standard Form (SF) 1187 "Request for Payroll Deductions for Labor Organization Dues" or its equivalent. UNION members who desire to make an allotment for payment of dues will request such allotments by completing SF- 1187. The UNION will make the forms available to Unit Employees.

b. Completed allotment forms will be submitted to the UNION President or other authorized officer who will complete the certification portion of the form. The UNION, in turn, will forward the SF 1187 to the EMPLOYER payroll Customer Service Representative (CSR). Dues normally will be withheld beginning with the first complete pay period following receipt of Standard Form 1187 by the Defense Finance and Accounting Service (DFAS).

c. All dues allotments will be processed by the parties in a timely manner. The dues deduction allotment will be made at no cost to the UNION or the Unit Employee.

d. If a dues allotment for a Unit Employee temporarily ceases because of a temporary assignment to a position not in the bargaining unit, their dues allotment will be reinstated upon transfer back into a bargaining unit position.

### Section 3 Payment and UNION Dues Deduction Report

The EMPLOYER will ensure that a remittance and report for amounts withheld will be made to the UNION on a bi-weekly basis. The remittance will be a single check or electronic funds transfer for the total of the dues withheld and will be made payable to the UNION.

### Section 4 Dues Revocation

a. UNION members who have authorized UNION dues withholding may revoke their payroll deduction of dues once a year on the anniversary date of the pay date of the first withholding by submitting a SF 1188, "Cancellation of Payroll Deductions For Labor UNION Dues" or its equivalent to the UNION President or Treasurer. The UNION will make the forms available to the UNION members.

b. Upon receipt of the properly completed SF 1188, the UNION President or Treasurer will certify the date the SF 1188 is given to the UNION. In order to be timely, the SF 1188 must be submitted to

the UNION between the anniversary date of the effective date of the dues withholding and thirty (30) calendar days prior to the anniversary date.

#### Section 5 Changes in Dues Deduction Amount

The UNION will notify the EMPLOYER when the amount of regular dues changes at least three pay periods prior to the requested effective date.

## ARTICLE 11 - USE OF OFFICIAL FACILITIES

### Section 1 Local UNION Office Space

- a. Space for a permanent UNION office suitable for UNION representational purposes will be provided to the UNION. The size, furnishings, and decor will be commensurate with other administrative offices within the facility and will permit effective completion of UNION business related to its representational responsibilities.
- b. The location of the UNION Office will be easily accessible to Unit Employees and will provide a confidential and secure location for Unit Employees to meet privately with UNION representatives.
- c. Each office will be equipped with adequate telephone lines for internal calls, long-distance calls and fax capabilities.
- d. Each office will be equipped with lines that provide the UNION with capability to use the Internet and the EMPLOYER'S Intranet System.

### Section 2 Telephone

The EMPLOYER will make internal telephones and long-distance service available to the UNION for handling representational duties and conducting labor-management relations. The UNION will use long distance services in a reasonable, prudent, and cost-conscious manner.

### Section 3 Equipment

- a. The EMPLOYER will provide or make available to the UNION office the following:
  - (1) Fax machine,
  - (2) Lap top computer with docking station and standard software, programs, and capabilities compatible with the EMPLOYER's technology, and
  - (3) Laser printer.
- b. The EMPLOYER agrees to allow the UNION access to photocopiers, maintenance, and other customary and routine services and equipment.
- c. The UNION shall be provided upgrades in technology as are offered to other District office elements.

### Section 4 Meeting Space

The EMPLOYER agrees to allow the UNION access to conference rooms for discussions between Unit Employees and UNION representatives. The EMPLOYER will also provide suitable space for regular UNION meetings. The UNION agrees to exercise reasonable care in use of such space.

### Section 5 Bulletin Boards

The UNION will be provided bulletin boards in areas normally used for communicating to Unit Employees.

## Section 6 Interoffice Mail System

The UNION and its representatives may use the interoffice mail system for regular representational communications (e.g., grievances correspondence or memos to the EMPLOYER).

## Section 7 Metered Mail

Consistent with postal regulations, the UNION shall have use of the EMPLOYER metered mail limited to representational matters. It is agreed that mass mailings are inappropriate under this Section.

## Section 8 Distribution of UNION Publications

Official publications of the UNION may be distributed by UNION representatives during non-duty time when the distribution does not interfere with the mission of the EMPLOYER.

## Section 9 Transportation

a. Where travel to another location within the jurisdiction of the UNION is necessary for representation activities, the UNION will be provided transportation on an as-available basis. Only UNION representatives who are government employees may drive the government vehicle. Passengers who are non-government UNION representatives must sign a waiver of responsibility.

b. When a UNION representative uses a privately owned vehicle (POV) because of the non-availability of a government-owned vehicle, travel reimbursement will be pursuant to travel regulations if the activity is pre-approved and is within budgetary constraints.

## Section 10 Membership Drives

The EMPLOYER will provide adequate facilities for UNION membership drives at a location that will provide access to Unit Employees during break and lunch periods, subject to advance approval, and in accordance with all applicable laws and regulations.

## Section 11 New Employee In-processing/Orientation

a. The UNION will be included as part of the in-processing of new Unit Employees.

b. If new employee orientation is re-established by the EMPLOYER, the UNION will be provided fifteen (15) minutes to address the Unit Employees during those sessions on the history, structure, role, and miscellaneous benefits offered by the UNION. The UNION representative conducting the orientation will be on official time.

## ARTICLE 12 - POSITION CLASSIFICATION AND JOB DESCRIPTIONS

### Section 1 Job Descriptions

- a. Positions under National Security Personnel System (NSPS) are excluded from the procedures in this Article.
- b. Each position covered by this agreement should have a job description that meets the Department of Army standards of adequacy.
- c. All job descriptions for the EMPLOYER are located at the web site [www.cpol.army.mil](http://www.cpol.army.mil), under the FASCLASS tool. Copies of a Unit Employee's job description are obtained from FASCLASS. Unit Employees should be furnished a current, accurate copy of the description of the position to which assigned at the time of assignment.

### Section 2 Position Classification and Appeals

- a. Unit Employees who disagree with the classification of their official position should first attempt to discuss their concerns with their supervisor. If the Unit Employee is not satisfied with the immediate supervisor explanation, he/she may go through the chain of command to the second level (or above) manager who is delegated classification authority in their organization. EMPLOYER Human Resources (HR) staff are available to provide advice and guidance to both Unit Employees and managers concerning classification issues.
- b. A Unit Employee may appeal the classification of their position at any time. General Schedule (GS) Unit Employees may appeal through the Department of Defense (DoD) appeal process or file directly to the Office of Personnel Management (OPM). Federal Wage System (FWS) Unit Employees must file directly through DoD channels, and, upon receipt of a DoD decision, may continue to appeal through OPM.
- c. A Unit Employee or his/her designated representative may request the appeal procedures and any related pertinent information of the appeal process from the EMPLOYER.

## ARTICLE 13 - PERFORMANCE MANAGEMENT

### Section 1 Overview

- a. Positions under National Security Personnel System (NSPS) are excluded from the procedures in this Article.
- b. Performance management is the systematic process of integrating performance, pay, and awards systems to improve organizational effectiveness in the accomplishment of District missions and goals. This Article applies to Unit Employees whose performance management system is administered in accordance with 5 CFR 430.102.
- c. The EMPLOYER and the UNION are committed to providing quality public service. The parties agree that accomplishment of the EMPLOYER'S mission should be achieved in an environment that recognizes the value of its Unit Employees and the importance of teamwork.
- d. Performance management integrates the processes an EMPLOYER uses to:
  - (1) Communicate and clarify organizational goals to Unit Employees;
  - (2) Identify individual accountability for accomplishing organizational goals;
  - (3) Identify and address developmental needs for individuals;
  - (4) Evaluate and improve individual performance;
  - (5) Use appropriate measures of performance as the basis for recognizing and rewarding accomplishments; and
  - (6) Use the results of performance appraisal as a basis for appropriate personnel actions.

### Section 2 Purpose

- a. As part of the performance management system, the purpose of the performance appraisal system agreed to in this article is to provide a framework for honest feedback and open, two-way communications between Unit Employees and their supervisors. The system focuses on contributions within the scope of the Unit Employee's job description in achievement of the EMPLOYER'S overall service mission. The main emphasis of this system is the day-to-day interaction among Unit Employees and supervisors.
- b. The appraisal system will not:
  - (1) Be used as a disciplinary tool as it relates to an employee's conduct;
  - (2) Foster individual competition - rather it will encourage unit and group achievement of the EMPLOYER'S Mission.
- c. The EMPLOYER will not prescribe a distribution of levels of ratings for Unit Employees covered by this Agreement. Each Unit Employee's performance will be judged solely against his/her performance standards.

### Section 3 Definitions

- a. Performance Plan – a written plan which documents expectations that are based on EMPLOYER mission and goals and reflect the duties and responsibilities in Unit Employees position job descriptions performed during the performance period.
- b. Performance Appraisal - is a written record of the appraisal of each critical job element and the overall performance rating. Annual ratings are prescheduled ratings of record and are generally issued once a year. These ratings will be considered ratings of record which will serve as the official documentation for personnel actions such as within-grade increases, career ladder promotions, successful completion of probationary period, reductions in force, and adverse performance based actions. These ratings are based upon summary level ratings, i.e., an overall rating of Unit Employee performance.
- c. Critical Job Element - a component of a Unit Employee's job that is of sufficient importance that performance below the minimum standard established by the EMPLOYER would result in unacceptable performance in the Unit Employee's position. Unless otherwise noted all job elements are critical elements.
- d. Performance Standards and Objectives - the expressed measure of the level of achievement established by the EMPLOYER for the duties and responsibilities of a position or group of positions. Performance Standards and Objectives shall be job- related, measurable, achievable and possible to exceed.

### Section 4 Procedures for Developing Performance Objectives

- a. Consistent with Management's right to assign work, the performance objectives should be consistent with the duties and responsibilities contained in a Unit Employee's position description.
- b. In establishing performance objectives, due consideration will be given to Unit Employee input.
- c. Unit Employees are entitled to an explanation of the rationale for the standards and objectives as defined in the performance plan.

### Section 5 Communications and Counseling Sessions

- a. The objectives of the Performance Management System are met through regular communications, including, but not limited to, Initial Counseling and Midpoint Counseling.
- b. These counseling sessions may include an oral discussion to explain, clarify and communicate the Unit Employee's job responsibilities. The purpose is to provide a clear and mutual understanding of the duties and responsibilities contained in the Unit Employee's position description (PD) and performance plan. Counseling sessions may also include a discussion on any proposed training (which may be on-the-job training) and other development of the Unit Employee.

### Section 6 Other Discussions

- a. Informal discussions are a standard part of supervision and should occur throughout an appraisal period. Discussions may be initiated by the supervisor or Unit Employee. Discussions may be held one-on-one or between a supervisor and a work group.

b. Discussions should be a candid, forthright dialogue between the supervisor and Unit Employee(s) aimed at improving the work process or product. The discussion will provide the time and opportunity to assess accomplishments and progress and to identify and resolve any problems in the Unit Employee's or work team's work product.

c. Where indicated, the supervisor should provide additional guidance aimed at developing the Unit Employee(s), removing obstacles and improving the work product or outcome. Discussions will provide the Unit Employee the opportunity to seek further guidance and understanding of his or her work performance and to offer suggestions for improving processes.

#### Section 7 Written Appraisals

a. All Unit Employees will receive an annual performance rating in writing within the time designated by the law or regulation in effect at the time of the appraisal period.

b. The rating official will solicit the Unit Employee's input on accomplishments prior to the end of the rating period. Unit Employees shall be allowed a reasonable amount of duty time to prepare such information. Any written comments submitted by the Unit Employee shall be attached to the performance appraisal being submitted for review and approval. The Rater and the Senior Rating official shall initial the comments signifying that they have been considered in determining the rating.

c. When assessing performance, the EMPLOYER will consider factors which affect performance that are beyond the control of the Unit Employee.

#### Section 8 Performance Assistance

a. If, at any time during the appraisal period the supervisor or Unit Employee identifies a significant performance-related problem, the individual identifying the problem will initiate a meeting to jointly discuss the issue, determine the root cause, and develop an assistance plan to resolve the problem.

b. The purpose of the assistance plan is to afford the Unit Employee a reasonable opportunity of at least thirty (30) calendar days to resolve the identified performance-related problem. The assistance plan will be tailored to the specific needs of the Unit Employee and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, or other assistance as appropriate.

c. The purpose of the period of assistance is to help the Unit Employee improve.

#### Section 9 Performance Improvement Plan (PIP)

a. After the procedures outlined in Section 8 above, if the supervisor determines that the Unit Employee is not successfully performing his/her job duties, the supervisor shall notify the Unit Employee in writing. The supervisor shall develop in consultation with the Unit Employee and, if requested, the UNION representative, a written PIP. The PIP will identify the Unit Employee's performance deficiencies, the successful level of performance, the action(s) that must be taken by the Unit Employee to improve to the successful level of performance, the methods that will be employed to measure the improvement, and any provisions for counseling, training, or other appropriate assistance. The goal of this PIP is to return the Unit Employee to successful performance as soon as possible.

b. A reasonable period of not less than ninety (90) calendar days under a PIP will be given for the Unit Employee to achieve successful performance.

c. At any time during the PIP period, the supervisor may conclude that the Unit Employee's performance has improved to the Successful level and the PIP can be terminated. In that event, the supervisor will notify the Unit Employee in writing, terminate the PIP, and evaluate the Unit Employee as successful, if appropriate.

#### Section 10 Performance-Based Actions

a. Should all remedial action fail and the Unit Employee's performance is determined to be unacceptable, the supervisor will issue a rating of unacceptable performance to the Unit Employee. One of the following actions will be taken: reassignment to another position at the same grade, reduction to the next lower appropriate grade, or removal.

b. A Unit Employee who is reassigned or demoted to a position at a lower grade will receive written counseling of his or her standing after 90 calendar days in the new position.

c. A Unit Employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

(1) Thirty (30) calendar days' advance written notice of the proposed action which identifies the specific basis for the proposed action including specific instances of unacceptable performance and;

(2) A reasonable time, usually not to exceed twenty (20) calendar days, to answer orally and in writing;

(3) Requests for extensions by the Unit Employee to respond will be given due considerations.

d. The written decision to retain, reduce in grade, or remove a Unit Employee will normally be made within thirty (30) calendar days after the date of expiration of the notice period.

e. If the decision is to reduce in grade or remove, the Unit Employee will be given a written decision which:

(1) Specifies directly or by reference the instances of unacceptable performance on which the decision is based and

(2) Specifies the effective date, the action to be taken, and the Unit Employee's right to appeal the decision.

f. A Unit Employee may file a statutory appeal or complaint, or file a grievance in accordance with Article 24. Grievances concerning reductions in grade or removal will be filed at the 3rd Step. The choice of appeal forum is irrevocable.

## ARTICLE 14 - MERIT PROMOTION AND PLACEMENT

### Section 1 Governing Rules

- a. Positions under National Security Personnel System (NSPS) are excluded from the procedures in this Article.
- b. Opportunities for Merit Promotion and Placement will be provided through applicable laws and regulations including applicable government-wide rules and regulations.

### Section 2 Purpose and Intent

The purpose and intent of this Article are to ensure that Unit Employees are given full and fair consideration and to ensure selection from among the best-qualified candidates. EMPLOYER and the UNION agree to fill positions in the bargaining unit on the basis of merit in accordance with systematic and equitable procedures adopted for this purpose.

### Section 3 Use of Automated Systems

Unit Employees can access vacancy announcements thru the internet, at the CPOL web site [www.cpol.army.mil](http://www.cpol.army.mil) for job listings. The EMPLOYER will provide access and assistance to Unit Employees for use of automated employment programs.

### Section 4 Employee Submission of Resume

- a. It is the responsibility of the Unit Employee to submit a resume in the automated RESUMIX system to be considered for any positions through the self-nominating process. A resume may be submitted at any time; however, a new submission replaces the resume currently in the system. Only one resume may be in the system at any one time. Unit Employees that have no resume in the automated system and wish to be considered for a position must submit an acceptable resume, in the automated system, prior to the closing date of the announcement. Unit Employees should refer to the online Army Job Application Kit and the "How to Apply" section of each job announcement. Unit Employees are encouraged to provide as much information as possible including past work experiences, including all relevant knowledge, skills and abilities for the position. Failure to have a thorough, detailed resume may result in non-qualification. If a Unit Employee accepts a position or has a change of name, address or phone number, the Unit Employee must submit a new Resume. Unit Employees shall be provided duty time to create or update their resume after requesting and receiving permission from their supervisor. Questions or assistance concerning this process may be directed to the EMPLOYER'S HR Office.
- b. Resumes and self-nominations submitted through <http://cpol.army.mil/> will receive an on-line confirmation. The acknowledgment lets the sender know the resume or self-nomination has been received. Status of a resume and self-nomination can be reviewed in the Army Notification System Web Enabled Response (ANSWER) System that is designed to allow Unit Employees to obtain information on the status of their resume throughout the process. Unit Employees can review their Resume Status, Referral Preferences, Jobs Applied For, and view their Resume and Supplemental Data. If a Unit Employee has submitted their resume or self-nomination to the Central RESUMIX database, the Unit

Employee should check the ANSWER System for the status. Unit Employees will be able to see if their resume and/or self-nomination have been accepted or the reason it was not accepted. Once the resume has been sent to the manager, the ANSWER System will be updated to show that the resume was forwarded. Once a selection has been made, a notice of selection or non-selection will be shown in the ANSWER System.

#### Section 5 Referral and Referral Standing Information

- a. After the closing date of the announcement, the referral status of the Unit Employee may be found in the ANSWER System. The ANSWER System will indicate whether or not the Unit Employee's resume was or was not referred to the selecting official or panel.
- b. Upon notification of non-referral, a Unit Employee may submit a request for information concerning the non-referral. The EMPLOYER'S HR Office shall release information, which will be in compliance with both the Privacy, and Freedom of Information Acts. Unit Employee applicants may ordinarily be permitted to view his or her rating and ranking and a sanitized list of the rating and ranking of other candidates.

#### Section 6 Vacancy Announcements

Vacancy announcements are transmitted electronically from the EMPLOYER'S HR Office and are displayed on the District's public folders e-mail system. All sites must post vacancy announcements on their official bulletin boards. Vacancy announcements will contain any special requirements of the position and selective placement factors. A Vacancy announcement for permanent positions will remain open for a minimum of fourteen (14) days. Self-nominations received after the closing date will not be considered. After the referral is issued and a selection is approved, Management will provide notification via e-mail or verbally to the applicants referred concerning selection/non selection. The EMPLOYER will provide reasons for non-selection, in writing, to non-selected Unit Employees upon their request. Disagreements with the reasons for non-selection shall be addressed to the selecting official.

#### Section 7 Interviews

Consistent with good management practice, the selecting official may interview all or none of the referred candidates. Refer to Appendix D of DR 690-1-43, Civilian Personnel Merit Promotion and Placement Plan.

#### Section 8 Development of Career Pathways and Upward Mobility

- a. The parties will explore various means of enhancing career opportunities, including but not limited to career ladders, developmental assignments, etc. The parties are committed to establishing career ladder positions within the organization.
- b. A joint Labor Management Committee may be established within ninety (90) days of the effective date of the Agreement. The Committee will consist of four (4) members, equally divided between EMPLOYER and UNION representatives. The UNION representatives can be Unit Employees or staff of the UNION. The Committee shall:
  - (1) Review and consider existing and anticipated vacancies in all job categories (i.e. professional, technical, administrative, clerical, wage grade). Recommend restructuring of existing positions and

develop career ladder positions where appropriate. The Committee may recommend career ladders which provide opportunities for promotion to higher-grade positions.

(2) As a minimum, any program developed will include the provisions of Section 9 of this Article.

(3) All recommendations will be made to the District Engineer. The District Engineer will be the final decision maker.

#### Section 9 Career Ladder Plans and Advancement

a. Career ladder positions help employees to develop to successfully perform higher-level duties through training and incremental assignment of more complex work. The responsibilities assigned to the entry levels of career ladder positions will involve more basic skills and knowledge, as compared to the journeyman level responsibilities. The responsibilities at each level of the career ladder position will be conveyed to employees through the position description and career ladder plan.

b. A career ladder plan will be established for each career ladder position. The career ladder plan will outline the objective criteria for each grade level which an employee must meet in order to be promoted. A copy of the plan will be given to each employee upon entry into the career ladder and when he/she is promoted to a new level of the career ladder. The employee will also be advised of his/her earliest date of promotion eligibility.

c. At the time the employee reaches his/her earliest date of promotion eligibility, the EMPLOYER will decide whether or not to promote the employee. If an employee is certified as successful and is meeting the promotion criteria in the career ladder plan, the EMPLOYER will certify the promotion which will be effective at the beginning of the first pay period after the requirements are met.

#### Section 10 Pay Plan Eligibility

Wage grade Unit Employees may compete for General Schedule positions and vice versa but must meet applicable legal requirements including minimum qualification standards unless waived by EMPLOYER.

#### Section 11 Development of Assessment Criteria

Assessment criteria used to evaluate candidates must be fair, job related, and applied equitably. Unit Employees have the right to view and, upon request, have copies of the assessment criteria for positions for which they are applying. Assessment criteria will be developed by identifying the major tasks/duties of the position based on information contained in the position description, career ladder plan, qualification standards and or classification standards. Any task examples and/or operational definitions shall be derived from and consistent with the official position description of record and made available to Unit Employees to assist them in the development of their application. The task examples should not be taken as the only types of evidence which demonstrate possession of assessment criteria. Job analysis requirements shall conform to the Uniform Guidelines on Employee Selection Procedures at 29 CFR 1607 and 5 CFR Part 300, Subpart A.

#### Section 12 Selection

a. The selecting official will normally make selection(s) from among those candidates determined to be well qualified within sixty (60) calendar days of receipt the well-qualified list.

- b. If the vacancy is one for which an under-representation exists and is a targeted occupation as identified in the Management Directive (MD) 715, and there are well-qualified candidates who would reduce the under-representation, then the selecting official will give serious consideration to those individuals who would reduce the under-representation.
- c. In the event of unanticipated vacancy(s) in the same position and location as the posted vacancy occurring within six months of the selection, the selecting officer may make additional selections from the well-qualified candidates.
- d. When a selection has been made, the EMPLOYER will arrange a release date, notify the Unit Employee, and ensure that the appropriate personnel forms are processed. The effective date of a promotion action, other than promotion within a career ladder, will be the first day of the pay period in which the Unit Employee is scheduled to report.
- e. Unit Employees selected for career ladder positions will be promoted to the next higher-grade level at the beginning of the first pay period after selection, provided time in grade and any other legal promotion requirements are met.
- f. Competitive selections will be announced throughout the District by posting announcements or by electronic media. Normally, such announcements will be made within 10 workdays after the close of the pay period during which the selection(s) was/were made effective.
- g. After a selection has been made, non-selected Unit Employees on the referred list will be notified of their non-selection and will be provided reasons for non-selection.

#### Section 13 Review of Merit and Internal Promotion Actions

Upon request from the UNION, reviews of EMPLOYER Personnel actions taken under this article will be conducted. The UNION may nominate a representative to participate in such review to determine if the purpose and intent of this Article are being fulfilled.

## ARTICLE 15 - TRAINING AND CAREER DEVELOPMENT

### Section 1 Purpose and Intent

The EMPLOYER will provide training and development opportunities to assist Unit Employees subject to financial resources, in developing their skills and knowledge for performance of official job duties when beneficial to the Unit Employee and the EMPLOYER. In addition, and consistent with EMPLOYER'S budgetary constraints, and in keeping with the principles of equal employment opportunity, EMPLOYER agrees to develop and maintain progressive career development programs, policies and strategies designed to enhance job skills and knowledge to:

- a. Aid Unit Employees in improving their performance in their current positions and in new or changed positions resulting from organizational and technological changes;
- b. Develop an internal pool of qualified candidates for consideration for anticipated future vacancies in the District for use as part of Succession Planning;
- c. Provide general career mobility opportunities within the District.

### Section 2 Individual Development Plan

An Individual Development Plan (IDP) in the Automated Training Management Program (ATMP) will be prepared and/or reviewed annually.

### Section 3 Reimbursement for Licensure

Subject to availability of funds, the EMPLOYER shall reimburse appropriate costs for a license, certification or for mandatory training required to obtain or maintain certification or licensure required for Unit Employees' current positions.

### Section 4 Automated Employee Information Systems (AEIS)

The EMPLOYER will provide access to and facilitate use of AEIS to Unit Employees.

### Section 5 Time and Equipment for Continuing Education

With supervisory approval, Unit Employees may use the EMPLOYER'S computers to enroll in and take electronic courses on duty time, e.g. Army Distance Learning.

## ARTICLE 16 - REASSIGNMENT OF PERSONNEL AND TEMPORARY PROMOTIONS/DETAILS

### Section 1 Purpose and Intent

- a. Positions under National Security Personnel System (NSPS) are excluded from the procedures in this Article.
- b. The purpose of this Article is to promote distribution of opportunities for reassignments or advancements including details and temporary promotions. Both parties recognize the EMPLOYER'S right to noncompetitively reassign personnel. However, where practical the following procedures described within this Article will apply.

### Section 2 Reassignments

- a. Reassignments, voluntary or EMPLOYER directed, for any bargaining unit position will be evaluated giving consideration to such factors as, qualification requirements of the position, location, skill balance of personnel at the losing and gaining work areas and/or Area Offices, EMPLOYER needs, SCD date, and Unit Employee's reason for desiring any reassignment. When the EMPLOYER foresees a vacancy opportunity at a location which could be filled by reassignment, consideration will be given to soliciting interest amongst unit employees throughout the District.
- b. The UNION and the EMPLOYER agree that approval or disapproval of reassignment requests will not be used as a means to reward or penalize Unit Employees.

### Section 3 Details

A detail is the temporary assignment of a Unit Employee to a different position for a specified period of time with the Unit Employee returning to his/her regular duties at the end of the detail. Details can be used for meeting temporary needs of the EMPLOYER'S work requirements, when necessary services cannot be obtained by other desirable or practicable means. Details can also be used to develop the workforce. In general the following procedure may be used for non-competitive placements:

- a. An informal solicitation of Unit Employees interested in a detail will be conducted within the appropriate functional units.
- b. The EMPLOYER will strive to rotate detail opportunities among those Unit Employees who have been determined by the EMPLOYER to have the capacity and requisite skills for assuming the responsibilities of the assignment unless competitive procedures are used.

### Section 4 Temporary Promotions

- a. When Unit Employees are detailed to a higher graded position for more than thirty (30) consecutive calendar days, a temporary promotion may be effected if the Unit Employee is qualified and funds are available.
- b. Temporary promotion opportunities of durations greater than 30 calendar days and no more than one hundred and twenty (120) calendar days may be rotated equitably among qualified Unit Employees, unless competitive procedures are used.

c. Temporary promotions in excess of one hundred and twenty (120) calendar days shall be filled through competitive procedures.

## ARTICLE 17 – AWARDS

### Section 1 Governing Rules

- a. Awards in the Detroit District will be administered in accordance with the current Department of Defense and District Awards policies (see APPENDIX 1).
- b. In revising the Detroit District Awards Policy, the EMPLOYER will include UNION representation on the team.

## ARTICLE 18 - HOURS OF WORK

### Section 1 Purpose

The purpose of this article is to prescribe the policies covering hours of work for all Unit Employees in accordance with applicable law and regulation.

### Section 2 Definitions

- a. Administrative workweek means any period of seven consecutive 24-hour periods designated in advance by the EMPLOYER under 5 USC 6101.
- b. Adverse agency impact means a reduction of the productivity of the EMPLOYER, a diminished level of services furnished to the public by the EMPLOYER, or an increase in the cost of EMPLOYER operations (other than a reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).
- c. Alternative work schedule (AWS) means both flexible and compressed work schedules.
- d. Basic work requirement means the number of hours, excluding overtime hours, a Unit Employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time Unit Employees, the basic work requirement is EIGHTY (80) hours per biweekly pay period. A part-time Unit Employee's basic work requirement is the number of hours the Unit Employee is scheduled to work in a biweekly pay period.
- e. Biweekly pay period means the two-week period for which a Unit Employee is scheduled to perform work.
- f. Compressed work schedule (CWS) means an eighty (80) hour biweekly basic work requirement that is scheduled by the EMPLOYER for less than ten workdays. In the case of a part-time Unit Employee, a biweekly basic work requirement of less than eighty (80) hours that is scheduled by the Agency for less than ten workdays and that may require the employee to work more than eight hours in a day.
- g. Core hours mean the time periods during the workday, workweek or pay period that are within the tour of duty during which a Unit Employee covered by a flexible work schedule is required to be present for work.
- h. Credit hours means those hours within a flexible work schedule that a Unit Employee elects to work, in coordination with their supervisor, in excess of his or her basic work requirement so as to vary the length of a workweek or workday.
- i. Flexible work schedule (FWS) means a work schedule established under 5 USC 6122 that has an eighty (80) hour biweekly basic work requirement that allows a Unit Employee to determine his or her own schedule within the limits set by this Agreement.
- j. Flexible hours means the times during the workday, workweek or pay period within the tour of duty during which a Unit Employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position.

k. Tour of duty means the hours of a day and the days of an administrative workweek that constitute a Unit Employee's regularly scheduled administrative workweek.

### Section 3 General Provisions

a. The administrative workweek of the Detroit District will be a period of seven consecutive calendar days beginning on Sunday.

b. The basic workweek shall generally be Monday through Friday. Normally, a Unit Employee's workweek shall not extend over more than five days of the period Sunday through Saturday.

c. The Detroit District core hours are 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 3:00 p.m. The core hours apply on all days on which the Unit Employee is regularly scheduled to work.

d. The flexible band during which Unit Employees may begin their work day is 6:30 a.m. to 9:00 a.m. The flexible band during which Unit Employees may end their work day is 3:00 p.m. to 6:30 p.m.

### Section 4 Shift Work

a. When the accomplishment of the EMPLOYER'S mission require there to be more than one shift over the course of a day, the EMPLOYER will determine which positions are required to be on duty for more than one shift.

b. Scheduled off-tours will be rotated among affected Unit Employees, i.e., day/evening, day/night.

c. EMPLOYER will strive to schedule rotation of weekends and holidays with due consideration of all employees within a group. The weekends are defined as Saturday and Sunday and may be expanded to include Friday or Monday when scheduling permits.

d. Records of weekend and off-tours will be kept by management to ensure fair and equitable treatment of Unit Employees. These records will be available upon request.

e. Both parties recognize the right of management to schedule tour assignments. Management will consider employee stated preferences in making these assignments.

### Section 5 Pre-Shift and Post-Shift Activity

a. When a change of clothing is required or permitted, the EMPLOYER normally will provide ten minutes at the beginning and ending of the tour for the Unit Employees to change clothes. When such activity must take place before the shift begins or after the shift ends, this time will be compensable under the provisions of Article 19, Overtime.

b. The EMPLOYER will permit reasonable cleanup time at the end of each shift for the purpose of returning tools, and cleaning up the work areas and machinery as necessary in each work area.

### Section 6 Notification of Schedules

a. Unit Employees will be notified of changes in their work schedules at least fourteen (14) days in advance of the administrative workweek. Every effort will be made to assure that work schedules will not be for more than six consecutive days for eight- hour tours, three consecutive days for twelve (12) hour tours, and four consecutive days for ten hour tours, with not less than two consecutive days off.

b. In accordance with 5 CFR 610.121, when the EMPLOYER determines that the EMPLOYER would be seriously handicapped in carrying out its function or that costs would be substantially increased, notification of less than fourteen (14) days will be permitted.

c. A copy of any work schedule changes will be provided to the UNION in advance. The UNION will notify the EMPLOYER if it demands to bargain regarding such change under Article 8, Mid-term Bargaining.

#### Section 7 Meal Periods

a. Full-time Unit Employees shall be granted, on a non-paid basis, a meal period, scheduled at or near the mid-point of the shift or tour of duty, of at least one-half hour each workday. Upon a Unit Employee's request and with the supervisor's approval, a meal period of up to one hour may be granted.

b. When a Unit Employee cannot be properly relieved and a normal scheduled meal period is not feasible within a shift, a twenty (20) minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the Unit Employee is required to remain at the work site.

#### Section 8 Breaks

a. Breaks in working hours of more than one hour shall not be scheduled in any basic workday.

b. A break of fifteen (15) minutes will be provided for each four hours of work for Unit Employees who work eight hour tours of duty. The rest period will normally occur in the middle of each four hour work period. Unit Employees who work four-hour shifts will have no more than one fifteen (15) minute rest period. Similar adjustments will be made for Unit Employees who work on other than the normal eight hour tour of duty. There will be no charge to leave for such breaks.

c. Breaks are hours of duty and normally may not be accumulated for later use. Breaks may not be used to begin or end the workday.

d. Work ordered and performed in excess of Unit Employees normal work schedule will include paid fifteen (15) minute break periods at the end of every two hours of work.

#### Section 9 Time Keeping

Unit Employees will not be required to use either automatic time recording equipment, or sign-in/sign-out sheets. Unit Employees will self-certify their arrival and departure times, as well as any other exceptions to the normal work day, on Engineer Form (ENG) 4704 (Alternate Work Schedule Time Record) or equivalent.

#### Section 10 Alternative Work Schedules

a. The parties recognize that the use of alternative work schedules can improve productivity and morale and provide greater service to the public. Therefore, all alternative work schedules in this Agreement will be made generally available to all Unit Employees.

b. Because of the nature of work performed, Unit Employees in some positions and in some organizational units may not be eligible for alternative work schedules. In these cases, Unit Employees will revert to a traditional, fixed, eight-hour schedule.

c. Working under a telework agreement under Article 20, telework will not (in and of itself) disqualify a Unit Employee from working an alternative work schedule.

d. If the EMPLOYER determines that certain positions and/or Unit Employees in certain organizational units are not eligible for some or all of the alternative work schedule options, the EMPLOYER will provide the UNION with a list of those positions and organizational units and indicate which schedules are inappropriate upon request from the UNION. During the life of the Agreement, the EMPLOYER will notify the UNION of any intent to remove a position(s) or Unit Employee(s) from eligibility to work an alternative work schedule. Exclusion from participation in alternative work schedules must be based on a claim of adverse agency impact.

e. At the UNION'S request, the Parties will negotiate over the EMPLOYER'S proposed exclusions under the provisions of Article 8, Mid-Term Bargaining. If the Parties are unable to agree, the impasse will be resolved under the provisions of law.

#### Section 11 Alternative Work Schedule Options

All eligible Unit Employees (See Section 10 b. of this article) may work one of the following alternative work schedule options (flexible and compressed) to fulfill their basic work requirement:

a. A 5/4-9 schedule is a type of compressed work schedule (CWS) in which a full-time Unit Employee works eight, nine-hour days and one, eight-hour day for a total of 80 hours in a biweekly pay period, exclusive of the meal period provided in Section 7 of this article.

b. A 4-10 schedule is a type of CWS in which a full-time Unit Employee must work ten hours a day, forty (40) hours a week and eighty (80) hours a biweekly pay period, exclusive of the meal period provided in Section 7 of this article.

c. Part-time Unit Employees will fulfill their work requirement, as established in their appointment. The Parties will negotiate the number of hours a part-time Unit Employee must work each day, based on the particular part-time appointment.

d. Other alternative work schedule options may be established upon negotiation between the parties. Nothing in this agreement supersedes existing alternative work schedules.

e. If the EMPLOYER finds that a previously defined AWS option has had an adverse agency impact, the EMPLOYER will provide proper notice to the UNION of its desire to terminate the AWS option in accordance with provisions in Article 8, Mid-Term Bargaining.

#### Section 12 Requests for Alternative Work Schedules

a. Unit Employees may request to change their schedules on a quarterly basis. Requests must be submitted no later than one pay period prior to one full pay period prior to implementation. All requests will be subject to supervisory approval and can be disapproved if the supervisor determines that the Unit Employee's request could negatively impact the work unit's coverage requirements or the need to respond to the public.

b. A Unit Employee who requests a CWS must indicate which schedule he or she is requesting, which day(s) is requested as the non-workday(s), and in the case of the 5/4-9 schedule, which day is requested to be the eight-hour day.

### Section 13 Training

Unit Employees who are in training or at a temporary duty station may be required to revert to a fixed, eight hour day for the duration of the duty or training.

### Section 14 Denial or Termination of AWS

When a supervisor denies a request for an established AWS or proposes to terminate a Unit Employee's participation in an AWS, he or she will notify the Unit Employee in writing, provide the basis for the denial or termination and provide an alternate schedule to the Unit Employee. The supervisor may deny a Unit Employee's request for or propose to terminate a Unit Employee's participation in a particular alternative work schedule if the supervisor determines that that the Unit Employee's participation could have an adverse agency impact. Denials of requests to work alternative work schedules will not be arbitrary or capricious.

### Section 15 Temporary Suspension of Individual AWS

Occasions may arise when AWS must be temporarily suspended as a result of unusual workload or operational demands. The EMPLOYER shall make every reasonable effort to avoid suspension of a Unit Employee's participation in these work schedules. If the circumstances requiring a suspension permit, the EMPLOYER will provide the Unit Employee with advance notice of at least one pay period. The EMPLOYER will limit the suspension to as short a time frame as necessary to meet the workload or operational demands. If a Unit Employee's flexible work arrangement is suspended, it will automatically be restored after the reason for the suspension no longer exists. For the purposes of this Agreement, "temporarily suspended" is defined as a period of up to one hundred twenty (120) days or eight pay periods. If the EMPLOYER believes that this "temporary suspension" will extend past this period the EMPLOYER will notify the UNION. AWS cannot be suspended for an indefinite period. Decisions on temporary suspension of AWS for any Unit Employee will not be arbitrary or capricious.

### Section 16 Credit Hours

- a. Unit Employees who work flexible schedules may earn credit hours. Unit Employees who are in designated fixed schedule positions and Unit Employees who work CWS are not eligible to earn credit hours.
- b. Unit Employees must request to work credit hours in advance. The request will be approved or denied by the supervisor as soon as possible. Upon request of the Unit Employee, the earning of credit hours may be approved retroactively where the circumstances warrant (e.g., where it was impractical for the Unit Employee to obtain advance approval).
- c. If credit hours are approved and overtime is subsequently made available prior to the working of the credit hours, the Unit Employee will be afforded the opportunity to elect to work the overtime.
- d. Credit hours may be earned and used in 1/4 hour increments.
- e. Full-time Unit Employees may accumulate and carry over from one pay period to another a total of no more than twenty four (24) credit hours. Part-time Unit Employees may accumulate and carry over from one pay period to another a total of no more than 1/4 of the hours in the biweekly basic work requirement. A full-time Unit Employee who has accumulated more than twenty four (24) credit hours

(or a part-time Unit Employee who has accumulated more than the maximum allowed) is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period.

f. The use of credit hours will be subject to the same criteria as annual or sick leave. A Unit Employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used.

#### Section 17 Temporary Assignments and AWS

Unit Employees temporarily assigned to other parts of the organization within the bargaining unit may continue working under their AWS, if the gaining organization can accommodate.

#### Section 18 Holidays

All Unit Employees will be entitled to all federal holidays declared by law or Executive Order. If a Unit Employee(s) is required to work on a holiday, the decision of who will work will be determined fairly and equitably. Compensation will be in accordance with current regulations and the law.

#### Section 19 Night Work and Sunday Work

Assignment of night work and Sunday work will be made with due consideration of the law and particular circumstances. Compensation will be in accordance with current regulations and the law.

## ARTICLE 19 - OVERTIME

### Section 1 General

- a. Positions under National Security Personnel System (NSPS) are excluded from the procedures in this Article.
- b. Overtime for “non-exempt” employees is governed by the Fair Labor Standards Act (FLSA) and this agreement. Overtime for “exempt” employees is governed by 5 USC 5542 and this agreement.
- c. All bargaining unit positions will be determined to be FLSA “exempt” or non- exempt” at the time the position is classified. When classification actions are performed and results in a change to the FLSA determination, that changed FLSA determination for the affected Unit Employees will be made available to the Unit Employees and the UNION.
- d. When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 USC 5542 and government- wide regulations, and provisions of this Agreement. When a given work situation is covered by the FLSA and another statutory procedure, the Unit Employee will receive the more favorable treatment.
- e. Overtime will not be distributed or withheld as a reward or penalty.

### Section 2 Overtime Pay

- a. Overtime pay for FLSA non-exempt employees is equal to one and one-half times the employee’s hourly rate of pay.
- b. Overtime pay for FLSA exempt employees is equal to one and one half times the employee's hourly rate of pay (5 USC 5542(a)). However, if the employee's rate of pay exceeds the minimum applicable rate for a GS-10 (i.e., GS-10, Step 1), including any applicable special rate of pay for law enforcement officers or special pay adjustment for law enforcement officers, a locality-based comparability payment, or any applicable special rate of pay, the overtime rate is the greater of:
  - (1) 1 1/2 times the applicable minimum hourly rate of basic pay for GS -10, or
  - (2) The employee’s hourly rate of basic pay.

### Section 3 Regular Overtime

- a. Any overtime work scheduled and approved in advance of the administrative workweek as part of a Unit Employee's regularly scheduled workweek is considered regular overtime. A Unit Employee shall be compensated for regular overtime work in accordance with the provisions of 5 CFR 550.112(a) (1).
- b. Any Unit Employee covered under an EMPLOYER flexible work schedule may request compensatory time off in lieu of overtime premium pay for regular overtime work, see 5 CFR 550.114(b). Unit Employees not covered by a flexible work schedule program must receive overtime pay for regular overtime work and cannot receive compensatory time. The provisions for earning and receiving compensatory time are found in Section 11 of this Article.

#### Section 4 Irregular or Occasional Overtime

Overtime work that was not scheduled in advance of the administrative workweek and made a part of a Unit Employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the Unit Employee's option, the Unit Employee may receive compensatory time off in lieu of overtime premium pay in accordance with Section 11 of this Article (5 USC 5543(a)(1) and 5 CFR 550.114(a)). A quarter of an hour shall be the largest fraction of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded to the nearest full quarter fraction of an hour.

#### Section 5 Call Back

- a. Call-back overtime is a form of irregular or occasional overtime work performed by a Unit Employee on a day when work was not scheduled for the Unit Employee or for which he is required to return to his place of employment after having already concluded his tour of duty and departed the work site.
- b. In all callback situations, the Unit Employee will be paid a minimum of two hours of overtime, as provided for by government-wide regulation. This applies whether the Unit Employee is released or other work has been assigned.

#### Section 6 Distribution and Records

- a. Unit Employees within an organizational unit will be offered overtime on a rotating basis in accordance with their particular skills and/or assignments. The parties recognize that this will not necessarily result in everyone having the same number of overtime hours worked. The UNION recognizes that, in the absence of sufficient volunteers for overtime work, the EMPLOYER has the right to direct overtime. Individual Unit Employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified Unit Employees willing to work.
- b. Records of overtime offered, worked and refused will be kept by the EMPLOYER and may be reviewed by the UNION upon request.

#### Section 7 Disputes

The negotiated grievance procedure is the exclusive remedy for the resolution of disputes concerning overtime. Nothing in this Article precludes or impairs FLSA exempt employees from filing a claim for "induced" overtime or FLSA nonexempt employees from filing a claim for "suffered or permitted" overtime. When a Unit Employee is denied overtime work in violation of the provisions of this collective bargaining agreement, the Unit Employee may receive back pay for the overtime work not performed.

#### Section 8 Notice

In the offer or assignment of overtime on days outside of the basic workweek, the EMPLOYER agrees to notify the affected Unit Employee as early as practicable. When overtime is to be performed on a holiday, normally advance notice will be given to the Unit Employee affected, except in cases of unforeseen mission requirements.

## Section 9 Impact on Leave

Leave usage or balance will not be a factor in offering or assigning Unit Employees overtime. However, Unit Employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for unforeseen mission requirements. Overtime in conjunction with leave usage in the same pay period is permitted.

## Section 10 Pre and Post Shift Activities

Pre and post-shift activities totaling more than ten (10) minutes per daily tour of duty and related to the principal activities of the position of a Unit Employee are considered compensable for the purposes of this Article (5 CFR 550.112(b)(1)(ii) and 5 CFR 551.112).

## Section 11 Compensatory Time in Lieu of Overtime Pay

a. Compensatory time is time off from work that may be granted to a Unit Employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. 5 USC 5543(a) (1); 5 CFR 550.114(a). The following pertain to such compensation for overtime work:

(1) FLSA Non-Exempt Employees: The EMPLOYER will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the EMPLOYER may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The EMPLOYER will consider Unit Employee requests for compensatory time off in lieu of overtime pay.

(2) FLSA Exempt Employees:

i. Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e. Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the Unit Employee does not make such a request, or if the EMPLOYER does not approve that request, the Unit Employee is entitled to compensation in accordance with Section 4 above.

ii. The EMPLOYER may require that Unit Employees whose rate of pay exceeds the maximum rate for GS-10 (i.e. Step 10) be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay.

b. The EMPLOYER may announce in advance of offering overtime that it will only compensate Unit Employees with compensatory time and that overtime pay will not be available. In that case, a Unit Employee described in Section 11 a. (2) i, above may decline the offer of overtime. Such declination will not be held against the Unit Employee or the declination will not affect eligibility for future offers of overtime.

c. All compensatory time, excluding compensatory time off for travel, not scheduled and used by the Unit Employee by the end of twenty six (26) pay periods will be converted to overtime pay, computed using the Unit Employee's rate of pay as of the when the overtime pay was earned.

## Section 12 Standby Duty.

Standby duty will be conducted in accordance with current law and regulations (5 CFR 551, Subpart D).

#### Section 13 On-Call

A Unit Employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

- a. The Unit Employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the Unit Employee is required to remain within reasonable call-back radius.
- b. The Unit Employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

#### Section 14 Travel and Overtime Pay

Overtime pay, standby pay, or compensatory time, for Unit Employees requested to remain on a standby status or directed to accomplish travel for official purpose, will be in accordance with applicable law and/or government-wide regulations. 5 CFR 550.112 (g) and (k) and Subpart N.

a. Time Spent in Travel for FLSA Non-Exempt Employees will be considered hours of work, and thus compensable, if:

- (1) The employee is required to travel during regular working hours;
- (2) The employee is required to drive a vehicle or perform other work while traveling;
- (3) The employee is required to travel as a passenger on an assignment away from the official duty station; or
- (4) The employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworking days that correspond to the employee's regular working hours.

b. Time Spent in Travel for FLSA Exempt Employees during non-working hours (i.e., hours outside the scheduled tour of duty for leave purposes) is not considered hours of work for overtime purposes under this Article. Credit for official travel during non-working hours is provided only through compensatory time off for travel.

c. The EMPLOYER shall credit a Unit Employee, on an hour-for-hour basis, with compensatory time off for time in a travel status if:

- (1) The Unit Employee is required to travel away from the official worksite; and
- (2) The travel time is not otherwise compensable hours of work.

d. Travel time in conjunction with a permanent change of station or a temporary change of station is not creditable.

e. Time in a travel status includes the time a Unit Employee actually spends traveling between the official worksite and a temporary worksite, or between two temporary worksites, and the usual waiting time that precedes or interrupts such travel. Time spent at a temporary worksite between arrival and

departure is not time in a travel status. Bona fide meal periods during actual travel time or waiting time are not creditable as time in a travel status. A delay between actual periods of continuous travel that includes overnight lodging during which the Unit Employee is free to rest, sleep, or otherwise use the time for his or her own purposes, is not creditable as time in a travel status.

f. If an Unit Employee is required to travel directly between his or her home and a temporary worksite outside the limits of the Unit Employee's official worksite, the travel time is creditable as time in a travel status. However, the time that Unit Employee normally would spend in home-to-work or work-to-home travel is deducted from that amount. The travel time outside regular working hours directly to or from a temporary worksite or transportation terminal (e.g., airport or train station) is creditable as time in a travel status. However, if the travel occurs on a day that the Unit Employee is regularly scheduled to work, the time the Unit Employee would have spent in normal home-to-work or work-to-home commuting must be deducted.

g. Only travel from home to the temporary duty station on the first day and travel from the temporary worksite to home on the last day must be considered as creditable in the case of an Unit Employee who is on a multiple-day travel assignment and who chooses not to use temporary lodging at the temporary worksite, but to return home at night or on a weekend. Travel to and from home on other days is not creditable travel time unless the authorized management official determines that credit should be given based on the net savings to the EMPLOYER from reduced lodging costs, considering the value of lost labor time attributable to compensatory time off. For cost comparison purposes, the dollar value of an hour of compensatory time off for travel equals the Unit Employee's hourly adjusted rate of pay.

h. In the case of an Unit Employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or who travels at a time or by a route other than that selected by the EMPLOYER, the EMPLOYER must determine the estimated amount of time in a travel status the Unit Employee would have had if the Unit Employee had used the mode of transportation offered by the EMPLOYER or traveled at the time or by the route selected by the EMPLOYER.

i. Unit Employees must file requests for credit of compensatory time off for travel prior to the official travel. Within five work days after returning to the official duty station, the employee must submit his or her travel itinerary, annotating any corrections. If not submitted within this time, the EMPLOYER may deny the request for credit of compensatory time off, unless the Unit Employee can show good cause for the delay. The EMPLOYER will authorize credit in increments of one-quarter of an hour and will track and manage compensatory time off for travel separately from other forms of compensatory time off.

j. Unit Employee must use accrued compensatory time off for travel by the end of the 26th pay period after the pay period during which it was credited. If a Unit Employee fails to use the compensatory time off for travel within twenty six (26) pay periods after it was credited, he or she will forfeit such compensatory time off.

## ARTICLE 20 – TELEWORK

### Section 1 Governing Rules

- a. Telework in the Detroit District will be administered in accordance with the current Department of Defense and District Telework policies (see APPENDIX 2).
- b. In revising the Detroit District Telework Policy, the EMPLOYER will include UNION representation on the team.

## ARTICLE 21 - LEAVE

### Section 1 Purpose

Leave in the Detroit District will be administered in accordance with 5 USC, Chapter 71, The Federal Service Labor-Management Relations Statute; 5 USC, Chapter 63, Leave; 5 CFR, Part 630, Absence and Leave; and this Agreement.

### Section 2 General Leave Policies and Practices

- a. Unit Employees will be entitled to accrue and use leave in accordance with applicable laws, regulations, and this Agreement. The parties agree that the use of accrued annual leave is the right of the Unit Employee and not a privilege, and should be used by Unit Employees.
- b. Unit Employees will normally apply a reasonable time in advance for approval of anticipated leave. Leave requests and approval or denial will be made in writing using a Standard Form (SF) 71. The leave approving official will respond to all requests in a timely manner. The minimum charge for leave is fifteen (15) minutes and multiples thereof.

### Section 3 Annual Leave

- a. Leave approval/denial will normally be provided with two (2) workdays of the request. Unit Employees, upon request and with the approval of their supervisor, may change previously authorized annual leave to sick leave in accordance with the sick leave procedures in Section 4.
- b. When scheduling conflicts occur, an effort should be made to resolve the conflict between the employees involved.
- c. If the need for leave cannot be anticipated, the Unit Employee shall attempt to contact their immediate supervisor or other designated official to request approval of unscheduled/emergency leave by telephone no later than two (2) hours after the start of the Unit Employee's normal work day, or as soon as possible thereafter. In the event that neither the supervisor nor other designated official is available, the Unit Employee may utilize voice mail or e-mail, where it exists, to notify the EMPLOYER of their need for leave. In the event the Unit Employee is unable to make the call, someone else may make it on their behalf. In the event the Unit Employee does not report during the reporting period, the supervisor will not record the leave status until the end of the scheduled shift, except for the need to process time and attendance records. If the Unit Employee's leave status has not been clarified by the end of the shift, the absence may be charged to absent without official leave (AWOL). This will not preclude a later change in leave status for good and sufficient reasons.
- d. For vacation purposes, supervisors will attempt to schedule workloads and annual leave in a manner which will permit each Unit Employee, if he or she wishes, to request up to two (2) consecutive weeks in each year. Approval of such requests is subject to the staffing needs of the EMPLOYER. If workload allows, Unit Employees may request periods of annual leave that exceed two (2) consecutive weeks, subject to higher level approval.
- e. A Unit Employee who is a UNION Steward or other UNION official will be granted annual leave or Leave Without Pay (LWOP) to attend internal UNION functions which are not covered by Official Time

as set forth in Article 9. Normally, one week's advance notice will be required and such leave will be approved subject to workload considerations.

#### Section 4 Sick Leave

- a. Unit Employees will earn sick leave in accordance with applicable statutes and regulations. Unit Employees may utilize sick leave in fifteen (15) minute increments. Unit Employees may not be charged sick leave without their consent.
- b. Approval of sick leave will be granted to Unit Employees
  - (1) when they are incapacitated for the performance of their duties as a result of physical or mental illness, injury, pregnancy, or childbirth;
  - (2) are receiving medical, dental, optical or surgical examination or treatment;
  - (3) would, as determined by a health care provider or other health authority having jurisdiction, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
  - (4) are required to care for or otherwise attend to a family member having an illness, injury, communicable disease, or other condition which, if a Unit Employee had such a condition, would justify the use of sick leave by the Unit Employee;
  - (5) to make arrangements for or attend the funeral of a family member; or when suffering from bereavement caused by the death of a close relative or equivalent;
  - (6) as provided in the Family and Medical Leave Act (FMLA) or other applicable laws or regulations.
- c. Unit Employees should schedule non-emergency medical, dental, optical, psychological, or alcohol/drug counseling appointments in advance as much as possible, and should request sick leave for such appointments during duty hours in advance.
- d. If the need for leave cannot be anticipated, the Unit Employee shall attempt to contact their immediate supervisor or other designated official to request approval of unscheduled/emergency leave by telephone no later than two (2) hours after the start of the Unit Employee's normal workday, or as soon as possible thereafter. In the event that neither the supervisor nor other designated official is available, the Unit Employee will attempt to contact the second line supervisor. Voice mail or e-mail may be used if no personal contacts are successful. In the event the Unit Employee is unable to make the call, someone else may make it on their behalf. Emergency sick leave will be approved in up to one day increments unless otherwise agreed to by the Unit Employee and his or her supervisor.
- e. Unit Employees may be required to furnish reasonably acceptable evidence, to substantiate a request for approval of sick leave if sick leave exceeds three (3) consecutive workdays, or for a lesser period when deemed necessary by the EMPLOYER.
- f. Any sick leave restrictions will be implemented in accordance with existing laws and regulations.
- g. Unit Employees suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, and who have previously furnished medical certification of the chronic condition, may not necessarily be required to furnish a medical

certificate to substantiate sick leave for each occurrence of the same condition. However, the EMPLOYER may periodically require further medical certification to substantiate that the condition still exists.

h. Unit Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed thirty (30) calendar days.

#### Section 5 Leave for Family Purposes

a. The EMPLOYER will grant leave, when requested, to provide care for a family member in accordance with the Family and Medical Leave Act of 1993 (FMLA), as amended, and 5 CFR 630, Subpart D. The EMPLOYER will approve up to twelve (12) weeks of leave without pay during any twelve (12) month period for qualifying family and medical needs under the Family and Medical Leave Act of 1993 (FMLA). Upon return from any such leave used in accordance with the above laws, a Unit Employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

b. Each law has qualifying requirements which must be reviewed to ascertain whether the Unit Employee qualifies.

c. The parties recognize emergencies do occur regarding child care and elder care arrangements made by Unit Employees. Subject to mission requirements, it is agreed that the responsible EMPLOYER officials will normally grant emergency annual leave requests and consider emergency requests for leave without pay brought about by unexpected changes in child care or elder care arrangements.

d. The EMPLOYER agrees to use work-life programs that may assist Unit Employee with child care or elder care responsibilities; for example, part-time employment, job sharing, leave, flextime, working shift changes, etc. The EMPLOYER recognizes that it may be necessary for employees to contact child care and elder care providers during duty hours.

#### Section 6 Leave Without Pay

a. Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted a Unit Employee in accordance with applicable laws, rules, and regulations. LWOP may be requested in the same manner and for the same purposes as annual leave and sick leave. Requests for LWOP will be given serious consideration. Denials of requests for LWOP will be provided to the Unit Employee in writing.

b. A Unit Employee may be granted leave without pay to engage in UNION activities on the national, district or local level, to work in programs sponsored by the UNION or the AFL-CIO, upon written request by the appropriate UNION office. Such requests will be referred to the appropriate Management official. Such Unit Employees shall continue to accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to one year but may be extended or renewed upon proper approval.

c. Upon return to duty after a period of LWOP, Management will restore the Unit Employee to the position which the Unit Employee held prior to the leave or to a similar position at the same grade and pay within the commuting area.

- d. Unit Employees have a right to LWOP in the following circumstances:
- (1) When a disabled veteran requests LWOP for medical treatment;
  - (2) When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders. Unit Employees may request such leave after their military leave has been exhausted (38 USC Section 4316(d));
  - (3) When requested by a Unit Employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for Unit Employee compensation by the Office of Workers' Compensation Program, or;
  - (4) When a Unit Employee makes a request under the Family and Medical Leave Act (FMLA) and meets the criteria under that law.

#### Section 7 Excused Absences (Administrative Leave)

- a. Administrative leave is an approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the Unit Employee is excused from his/her regular assigned duties. Workload permitting, administrative leave may be granted to a Unit Employee in accordance with the following sections.
- b. Bereavement Leave. A Unit Employee may receive not to exceed three (3) days of administrative leave for a death in the Unit Employee's immediate relative who dies as a result of a wound, disease or injury incurred while serving as a member of the armed forces in a combat zone.
- c. Brief Absences or Tardiness. The EMPLOYER may excuse nonrecurring brief periods of absence or tardiness due to circumstances such as adverse weather or traffic conditions, beyond the Unit Employee's control.
- d. Blood Donations. A Unit Employee may be granted up to four (4) hours administrative leave for purposes of travel, testing, and recuperation associated with donating blood, marrow or other bodily fluids. Additional administrative leave for this purpose may be approved in unusual circumstances, if needed.
- e. Court Leave. In accordance with law and regulations, and Unit Employee with a regular scheduled tour of duty is entitled to administrative leave/ court leave (CL) for jury duty (including time spent waiting to be called or selected, and related travel time). If a Unit Employee on court leave is excused from court with sufficient time to enable that Unit Employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the Unit Employee shall return to duty unless granted appropriate leave by the EMPLOYER. Unit Employee will request and receive approval prior to going on leave to the extent practicable, using procedures as set forth above. Unit Employees may keep any expense money received for mileage, parking, or required overnight stay, to the extent consistent with law. Any pay received from the court for jury duty shall be reimbursed to the Employer.
- f. Inclement Weather. Whenever it becomes necessary to close a workplace because of inclement weather or any other emergency situation, Unit Employees may be granted administrative leave for the duration of the closure. Such situations include but are not limited to such events as heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, massive power

failure, terrorist attacks, major fires or serious interruptions to public transportation caused by incidents such as strikes of local transit or mass demonstrations.

g. If the emergency conditions described above prevent a Unit Employee from timely arrival at work, even though the workplace is not closed, the Unit Employee may be granted administrative leave for absence from work for a part of the Unit Employee's workday. Unit Employees are obligated to contact their supervisors as early as practicable to explain the circumstances and provide an estimated time of arrival at work. In determining whether to grant administrative leave and the duration of the leave, the EMPLOYER shall consider the following factors, and shall uniformly apply them to all Unit Employees within the area affected by the emergency:

- (1) the fact that the Unit Employee lives beyond the normal commuting area;
- (2) the mode of transportation normally used by the Unit Employee;
- (3) efforts by the Unit Employee to come to work;
- (4) the success of other Unit Employees similarly situated;
- (5) any physical disability of the Unit Employee; and/or
- (6) any local travel restrictions.

h. When an emergency condition forces the closure of a workplace and Unit Employees thereof are granted administrative leave as a result, an Unit Employee of that same facility (a) who is working at home on an approved telework program and (b) who is prevented from accomplishing work because of that same emergency condition (for example, where a power outage affects Unit Employees both at home and in the office), should be provided the same amount of administrative leave as Unit Employees working in the office. A telework Unit Employee claiming administrative leave under this provision is responsible for providing appropriate documentation in support of that claim.

i. Unit Employees who are faced with a personal emergency caused by a natural disaster may be eligible for a reasonable amount of administrative leave.

#### Section 8 Military Leave

a. As provided in 5 USC 6323(a), eligible Unit Employees may earn fifteen (15) calendar days of military leave per fiscal year for active duty, active duty training, and inactive duty training. A Unit Employee can carry over a maximum of fifteen (15) days into the next fiscal year. Military leave shall be granted without any loss of pay. Military leave shall be credited to a full time Unit Employee on the basis of an eight (8) hour workday. The minimum charge to leave is one (1) hour as required by law. A Unit Employee may be charged military leave only for hours that the Unit Employee would otherwise have worked and received pay. Unit Employees who request military leave for inactive duty training (which is generally two (2), four (4), or six (6) hours in length) will be charged only the amount of military leave necessary to cover the period of training and necessary travel. Members of the Reserves and National Guard will not be charged military leave for weekends and holidays that occur within the period of military service.

b. Inactive Duty Training (IDT) is authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve

component. It consists of regularly scheduled unit training periods, additional training periods and equivalent training.

c. Emergency Military Leave, as authorized by 5 USC 6323(b), provides twenty-two (22) workdays per calendar year for emergency military duty for Unit Employees who perform military duties in support of civil authorities in the protection of life and property, when ordered by the President or a State Governor. Members of the National Guard of the District of Columbia may be authorized unlimited military leave under 5 USC 6323(c), for certain types of duty ordered or authorized under Title 39 of the District of Columbia Code. Reserve and National Guard Technicians may be authorized up to forty-four (44) workdays of military leave for duties overseas under certain conditions, as provided by 5 USC 6323(d).

d. Unit Employees requesting approval of military leave as set forth herein shall provide a copy of the orders directing the Unit Employee to active duty and/or a copy of the certificate on completion of such duty.

e. The EMPLOYER will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301, et al., which applies to persons who perform duty, voluntarily or involuntarily, in the uniformed services, including the Army, Air Force, Navy, Marine Corps, Coast Guard, and Public Health Service Commissioned Corps, as well as the reserve components of each of these services. Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

f. Service members returning from a period of service in the uniformed services must be reemployed by the "pre-service" EMPLOYER if they meet all five (5) eligibility criteria as set forth in USERRA:

- (1) the person must have held a civilian job;
- (2) the person must have given notice to the EMPLOYER that he or she was leaving the job for service in the uniformed services unless giving notice is precluded by military necessity or otherwise impossible or unreasonable;
- (3) the period of service must not have exceeded five (5) years;
- (4) the person must not have been released from service under dishonorable or other punitive conditions; and
- (5) the person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

#### Section 9 Voting and Voter Registration

As a general rule, when the voting polls are not open at least two (2) hours either before or after an Unit Employee's regular hours of work, Unit Employees may be granted an amount of excused leave to vote which will permit the Unit Employee to report to work two (2) hours after the polls open or leave work two (2) hours before the polls close, whichever requires the lesser amount of time. Under exceptional

circumstances, where the general rules do not permit sufficient time, and Unit Employee may be excused for such additional time as may be needed to enable the Unit Employee to vote, but not to exceed a full day.

## ARTICLE 22 - TRAVEL AND PER DIEM

### Section 1 Definitions

a. All Unit Employees may be required to travel from their official duty station on official government business and will be compensated for such travel expenses in accordance with the Joint Travel Regulation (JTR). Unit Employees shall be paid per diem at an equal rate and on an equal basis, without regard as to grade, title or organizational element within which they are employed.

b. The parties understand that in order for Unit Employees to be entitled to per diem when traveling outside the permanent duty station area, the Unit Employee must be in a travel status for more than twelve (12) hours (portal to portal). To provide guidance in determining reasonable amounts of travel time by vehicle the following criteria is provided:

(1) One (1) hour travel time, equates to thirty (30) miles travel distance.

(2) One and a half (1 1/2) hours travel time, equates to fifty-five (55) miles travel distance.

(3) Two (2) hours travel time, equates to seventy (70) miles travel distance.

(4) When travel time equals (1 1/2) hours, thirty (30) minutes will be allotted for meals.

(5) To meet the twelve (12) hour rule, a Unit Employee must travel in excess of (1 1/2) hours each way (for an eight (8) hour work day).

(6) Exceptions will be considered on a case by case basis and documented on the travel voucher in the remarks section.

c. The EMPLOYER and the UNION agree that travel during regular duty time is mutually beneficial. Therefore, to the maximum extent possible, travel will occur within the traveler's regularly scheduled administrative workweek. When travel results from an event that cannot be scheduled or controlled administratively, such travel shall be considered hours of work for pay purposes in accordance with law and existing regulations.

### Section 2 Government Travel Credit Card (GTCC) Program

a. Legal Requirement to Use Government Travel Credit Card. The Travel and Transportation Reform Act of 1998 (TTRA, Public Law 105-264) imposes the requirements that most official travel will be charged on the GTCC and that the EMPLOYER must have certain procedures in place regarding travel.

b. The GTCC is an EMPLOYER tool to be used in carrying out official travel. It is a government issued card for official use only and is not a personal credit card of the Unit Employee, much the same as a "company credit card" is used in private industry. The government shall own the credit card and Unit Employees personal histories obtained by the GTCC vendor shall be used for the sole purpose of determining what type of travel card will be issued.

c. Unit Employees will not be required to use their personal credit cards or advance their personal funds for government business.

d. Credit card debts will be paid by split disbursement with the government forwarding the amount indicated by the Unit Employee on the claim form (voucher) directly to the vendor. At a

minimum, the amount forwarded to the vendor will include the cost of lodging and transportation. Any amount of reimbursement due in excess of that paid to the vendor will be remitted to the Unit Employee via electronic funds transfer. Unit Employees will be responsible for paying all travel card charges not covered by the government's remittance to the vendor under the split disbursement process. Unit Employees will not be responsible for charges made to a lost or stolen government travel card more than twenty four (24) hours after the loss is reported.

e. Agency Dispute Resolution

(1) In the event of a billing dispute or other disagreement with the terms and conditions governing use of the card, the Unit Employee is responsible for notifying the vendor of the nature of the dispute. The Unit Employee may request the assistance of the EMPLOYER'S local travel card program coordinator in filing a dispute. Should it become necessary, the Unit Employee may dispose of the card by whatever method is appropriate, including turning it in to the EMPLOYER for appropriate disposition. Unit Employees are obligated to cooperate fully in pursuing resolution to disputes.

(2) Unit Employees may have a UNION representative present during conversations and meetings with EMPLOYER regarding such disputes.

f. It is understood that by activating, signing or using the government card and/or the account, or signing the individually billed card account setup or application form of the Department of Defense Travel Card Program, the Unit Employee is responsible for, and bound by, the terms and conditions of his or her employment with respect to the use of the GTCC.

g. Annual training on the proper use of the GTCC is required for Unit Employees who have a GTCC. Unit Employees are subject to discipline or other appropriate measures to ensure compliance with the proper use of the credit card.

h. Unit Employees will be assigned an account either as a restricted or a standard account. Restricted accounts generally have lower credit limits and are subject to more restrictions on their use. Circumstances wherein a restricted amount may be established include, but are not limited to, cases where the cardholder has instructed the vendor not to obtain credit reports.

i. The Unit Employee may request to deactivate the GTCC when the Unit Employee is not on travel status. The EMPLOYER may request deactivation of the GTCC due to misuse.

j. Privacy Act

(1) Unit Employees will not be required to waive any legal rights under the Privacy Act or to disclose personal or private information to any third party vendor or contractor, or the vendor's agents or attorneys, except as required by applicable law, rule, regulation, or the terms of any card agreement entered in by the Unit Employee.

(2) Should the vendor require any account information, the Unit Employee may be contacted directly at the work site. To the extent the Privacy Act is implicated by travel card use or administration, the EMPLOYER will comply with the provisions of the Privacy Act.

Section 3. Travel Advances.

Unit Employees will be advanced travel expenses as follows:

- a. Unit Employees who have a Government Travel Charge Card (GTCC)
  - (1) Unit Employees obtaining a cash advance are expected to use the GTCC.
  - (2) Unit Employees who are required to travel for extended periods or on recurring trips of short duration may request that their GTCC and/or ATM limit be raised.
- b. Unit Employees who do not have a GTCC: Travel advances will be provided by the EMPLOYER in accordance with the JTR, provided that the request for the advance is made sufficiently in advance to permit the cash advance to be processed. Travel advances will be deposited directly to the Unit Employee's designated account by electronic funds transfer (EFT). Normally, travel advances will not be made for travel expenses of less than fifty (50) dollars unless a specific request with supporting justification is made.

#### Section 4 Reimbursement for Official Travel Expenses

- a. The parties agree that timely reimbursement for travel is necessary for the maintenance of morale. Unit Employees must submit travel vouchers within five (5) workdays upon completion of travel. The EMPLOYER agrees to review, approve and forward correctly prepared vouchers to the Servicing Finance Center, normally within five (5) workdays after receipt. If an Unit Employee has not received reimbursement after twelve (12) workdays from the date the voucher was forwarded to the Servicing Finance Center the Unit Employee may contact his/her supervisor or steward who will request follow-up. All reimbursements for travel expenses will be made by means of Electronic Funds Transfer (EFT) to an account at a financial institution designated by the Unit Employee.
- b. Overpayment of travel advances must be repaid within fifteen (15) days from the date of the disbursing officer's notification. Failure to comply with these requirements will result in travel advances received being deducted from the Unit Employee's pay. Absent extenuating circumstances, no travel advances on subsequent travel orders will be authorized if a claim has not been submitted for a previous travel period.

#### Section 5 Extended Travel

If a temporary duty assignment requires a traveler to be away for more than thirty five (35) consecutive calendar days, on official government business, the EMPLOYER will, upon request by the Unit Employee, allow the traveler to voluntarily return to his or her official duty station during non-work days after the traveler has been away thirty (30) days in accordance with the JTR.

## ARTICLE 23 - DISCIPLINARY AND ADVERSE ACTIONS

### Section 1 General Provisions

- a. Disciplinary and adverse actions will be taken only for such just cause as will promote the efficiency of the EMPLOYER.
- b. Disciplinary and adverse actions will be initiated and handled in an expeditious manner after the EMPLOYER has become aware of the conduct.
- c. The Employee Assistant Program (EAP), counseling, or other forms of assistance may be offered to correct the offensive behavior.
- d. Discussions involving disciplinary or adverse actions will be conducted privately and in such a manner as to avoid embarrassment to the affected Unit Employee. The EMPLOYER will protect the privacy of the Unit Employee against whom a disciplinary or adverse action is taken. However, nothing herein will prevent the UNION from attending any formal discussion under Section 3, of Article 4, Union Rights.

### Section 2 Definitions

- a. Admonishments, in the form of written or verbal counseling sessions, letters of warning, or findings of liability as a result of a report of survey, are not considered forms of discipline;
- b. Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) calendar days or less;
- c. Adverse actions consist of removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade and furloughs of thirty (30) days or less except for furloughs of seasonal employees;
- d. For the purpose of this Article, the definition of the word "day" means calendar day unless otherwise specified.

### Section 3 Representation

Unit Employees are entitled to representation at all phases of the disciplinary and adverse action process, including all meetings with an EMPLOYER official for the purpose of discussing the covered actions. The Unit Employee has a right to a representative, including the UNION representative or an attorney. The Unit Employee is responsible for bearing any and all costs for representation if the representative is other than the UNION. In the event a Unit Employee (or Unit Employees) proceeds without UNION representation, the UNION will be given the opportunity to be present at all meetings. Any adjustments must be consistent with the terms of this Agreement.

### Section 4 Reprimands

- a. Reprimands are a formal disciplinary action designed to correct Unit Employee behavior. Reprimands will caution Unit Employees regarding the consequences of continued offensive behavior and will also specify the applicable avenues of redress. Reprimands are written notifications dealing with

specific infraction(s) which are placed in the Unit Employee's Official Personnel Folder (OPF) for a period of one (1) to three (3) years. They may, however, be removed at any time by the issuing supervisor. If the Reprimand is removed early the affected Unit Employee will be notified.

b. Once a written reprimand is issued, the reprimand constitutes a final EMPLOYER decision and may be grieved through the negotiated grievance procedure in Article 24. For purposes of processing, the reprimand will be treated as the Step 1 grievance decision. If the Unit Employee wishes to file a grievance, such grievance must be submitted to the designated Step 2 official within fifteen (15) days of the Unit Employee's receipt of the reprimand.

#### Section 5 Disciplinary Action - Suspensions

A Unit Employee against whom a suspension for fourteen (14) days or less is prepared is entitled to:

a. Normally, thirty (30) days advance written notice, stating the specific reasons for the proposed action, and informing the Unit Employee of his or her right to review the material that is relied on to support the reasons for action given in the notice. The EMPLOYER will provide copies of all the material relied upon to support the proposed action concurrent with the proposal notice being delivered to the Unit Employee. The material relied upon will include all evidence (both favorable and unfavorable to the Unit Employee) that has been considered in determining the action. Where the EMPLOYER has relied upon witnesses to support the reasons for the proposed action, it will provide copies of any written statements taken.

b. Fifteen (15) days to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the answer;

c. After considering the Unit Employee's response, the EMPLOYER will issue a written decision.

d. Employees may file ONLY ONE of the following in connection with an action limited in this section:

(1) Grievances (filed in accordance with Article 24);

(2) Equal employee opportunity (EEO) complaint. The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such a time as the employee timely initiates one of the actions listed above.

#### Section 6 Adverse Actions

A Unit Employee against whom a Removal, a Suspension for more than fourteen (14) days, a Reduction-In-Grade, or a Reduction-In-Pay is proposed is entitled to:

a. Thirty (30) days advance written notice, stating the specific reasons for the proposed action, and informing the Unit Employee of his or her right to review the material that is relied on to support the reasons for action given in the notice. The EMPLOYER will provide copies of all the material relied upon to support the proposed action concurrent with the proposal notice being delivered to the Unit Employee. The material relied upon will include all evidence (both favorable and unfavorable to the Unit Employee) that has been considered in determining the action. Where the EMPLOYER has relied upon witnesses to support the reasons for the proposed action, it will provide copies of any written statements taken.

b. Fifteen (15) days to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the answer;

c. A written decision containing the specific reason(s) for the action, furnished as soon as practicable, including applicable appeal rights.

d. If the decision is unfavorable to the Unit Employee, the Unit Employee may file one of the following: a grievance in accordance with the negotiated grievance procedure in Article 24, an Equal Employment Opportunity (EEO) complaint, or a Merit Systems Protection Board (MSPB) Appeal.

#### Section 7 Extensions

The EMPLOYER will give serious consideration to granting extensions to response times and deadlines for good and sufficient reason.

#### Section 8 Medical Condition

A Unit Employee who wishes consideration of any medical condition that may contribute to the discipline shall be given a reasonable amount of time to furnish medical documentation.

#### Section 9 Decisions and the Douglas Factors

In arriving at its written decision in disciplinary and adverse actions, the EMPLOYER shall not consider any reasons for action other than those specified in the notice of proposed action. It shall consider any answer of the Unit Employee and/or his or her representative made to a designated official and any medical documentation furnished. The EMPLOYER shall consider the Douglas Factors in arriving at its decision.

#### Section 10 Unacceptable Performance

Actions based solely on unacceptable performance will be covered under Article 13.

#### Section 11 Last Chance Agreements

a. Last Chance Agreements will only be considered after a disciplinary or adverse action has been proposed.

b. The UNION will be provided notice and the right to be present at meetings where Last Chance Agreements are discussed.

c. All Last Chance Agreements must have a specific duration period.

#### Section 12 EMPLOYER Records

The EMPLOYER will maintain the following until such time as there is no further appeal available to the Unit Employee: copies of the notice of proposed action, the answer of the Unit Employee, if written, or a summary if made orally, the notice of decision and reason for the decision and any order effecting the action, together with any supporting material. Such materials shall be furnished to the Merit Systems Protection Board upon its request and to the Unit Employee affected upon the Unit Employee's request.

## ARTICLE 24 - GRIEVANCE PROCEDURES

### Section 1 Purpose

- a. The EMPLOYER and the UNION recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly and in a manner that will maintain the self-respect of the Unit Employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.
- b. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on the Unit Employee, the UNION, or the EMPLOYER.
- c. Reasonable time during work hours will be allowed for Unit Employees and UNION representatives to discuss, prepare for, and present grievances.

### Section 2 Grievances Defined

For the purposes of this Article, a grievance is defined as any complaint:

- a. By a Unit Employee(s) and/or the UNION concerning any matter relating to the conditions of employment of the Unit Employee(s);
- b. By a Unit Employee, the UNION or the EMPLOYER concerning,
  - (1) The effect or interpretation, or claim of breach of this Agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### Section 3 Exclusions

The following matters are specifically excluded from coverage under this Article:

- a. Any claimed violation of Subchapter III, Chapter 73, Title 5, United States Code;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532, Title 5, United States Code;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction of grade or pay.
- f. National Security Personnel System pay matters.

### Section 4 Nongrievability or Nonarbitrability

In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. The EMPLOYER agrees to furnish the UNION with written notice of any claim that a grievance is nongrievable or nonarbitrable, and the reasons therefore, within the time limits provided for its final written decision prior to the invocation of

arbitration. All grievability and arbitrability issues shall be referred to the arbitrator who will decide all issues raised in accordance with Article 25.

#### Section 5 Statutory Appeal Procedures or Negotiated Grievance Procedures

a. Grievances/appeals concerning the following actions may be filed under either the Statutory Procedures or this negotiated procedure, but not both, in accordance with 5 USC 7121:

- (1) Action based upon unsatisfactory performance (5 USC Section 4303);
- (2) Adverse actions (5 USC Section 7512);
- (3) Discrimination (5 USC Section 2302 (b) (1)).

b. A Unit Employee shall be deemed to have exercised his/her option under this section when he or she timely initiates an action under the applicable statutory procedure or he/she files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first.

c. Discussions between a Unit Employee and EEO would not preclude a Unit Employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely. For purposes of an EEO action, the time limit for filing a grievance should be extended if the additional time would help facilitate the resolution of the Unit Employee's complaint or contribute to a full and complete investigation of the facts. Extensions of the time limit for filing a grievance must be mutually agreed upon by the parties.

d. Nothing in this Agreement shall constitute a waiver of any further appeal rights under any statute.

#### Section 6 Unit Employee Grievances

A grievance may be presented by a Unit Employee(s) without the approval of or representation by the UNION. The UNION shall receive a notice of the grievance, answers, and settlements. When a Unit Employee presents his/her own grievance, the UNION shall be given the opportunity to be represented at all formal discussions between the Unit Employee and the EMPLOYER and to be present at the adjustment of the grievance. Moreover, the adjustment may not be inconsistent with the terms of this Agreement.

#### Section 7 Grievance Procedure

Grievances under this Agreement shall be processed in the following manner. Unit Employees may be represented by a UNION representative or a representative approved in writing by the UNION. Where so represented, the aggrieved Unit Employee may request his/her representative to act as spokesperson. The grievance procedure follows:

Step 1. A Unit Employee and/or the UNION shall present the grievance to the first level supervisor in writing within fifteen (15) calendar days of the date that the Unit Employee or UNION became aware or should have become aware of the act or occurrence. The written grievance should normally describe the matter(s) being grieved, and state the requested relief. The first level supervisor will make every effort to resolve the grievance immediately but must meet with the Unit Employee/representative and provide a written answer within fifteen (15) calendar days of receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the Unit Employee and or UNION may appeal to the Division/Office Chief. This appeal must be in writing and submitted within fifteen (15) calendar days of the Step 1 decision (or fifteen calendar days from the date that the Step 1 decision should have been received). The grievance must state the basis for the grievance and the requested relief. The Division/Office Chief shall meet with the Unit Employee and his/her representative and provide a written answer within fifteen (15) calendar days after receipt of the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the Unit Employee and or UNION may appeal to the District Engineer, or designee. This appeal will be submitted in writing within fifteen (15) calendar days from the receipt of the decision at Step 2 (or fifteen (15) calendar days from the date that the Step 2 decision should have been received). The District Engineer or designee shall meet with the Unit Employee and his/her representative and provide a written answer within fifteen (15) calendar days after receipt of the grievance.

Step 4. If a satisfactory resolution is not reached, the UNION or the EMPLOYER may submit a request for binding arbitration, in accordance with Article 25 of this Agreement, within thirty (30) calendar days after receipt of decision, or within thirty (30) days of the last date that the decision should have been received.

#### Section 8 EMPLOYER and UNION Initiated Grievances

a. An EMPLOYER grievance may be initiated in writing by the District Engineer, or designee, and presented to the UNION President, or designee, within fifteen (15) calendar days of the action or condition giving rise to the grievance. The UNION President or designee shall render a decision in writing within fifteen (15) calendar days following receipt of the grievance.

b. Where the UNION believes that the District Engineer is the lowest level of authority to address/resolve an issue, the UNION President may initiate a grievance in writing directly to the District Engineer within fifteen (15) calendar days of the action or condition giving rise to the grievance. The District Engineer or his designee shall render a decision in writing within fifteen (15) calendar days following receipt of the grievance. The intent of this section is not to circumvent the normal grievance procedure.

c. If a satisfactory resolution is not reached, the EMPLOYER or the UNION may submit a request for binding arbitration, in accordance with Article 25 of this Agreement, within thirty (30) calendar days after receipt of decision, or within thirty (30) days of the last date that the decision should have been received.

#### Section 9 Continuing Conditions and Time Limits

a. Grievances or disputes resulting from continuing conditions may be presented at any time.

b. Extensions may be mutually agreed upon to provide for unusual cases.

c. Grievances shall be considered to be timely filed and/or answered if received by mail with a postmark/electronic (e-mail) date indicating mailing on or before the due date. Claims of a failure to comply with this procedure may be raised as grievability/arbitrability issues.

#### Section 10 Alternate Dispute Resolution (ADR)

As a means of settling disputes, grievances, issues, and complaints, the EMPLOYER and the UNION will consult to determine whether use of an ADR method will be appropriate to facilitate resolution. Unit Employees may choose the recommended ADR method to settle issues before taking them to the formal stage.

- a. Settlements made in the ADR process will not become precedent setting.
- b. All settlements impacting other Unit Employees shall be submitted to the UNION for review and approval in accordance with applicable rules and regulations.
- c. Unit Employees electing ADR shall sign an agreement to do so, and shall be provided a copy of the agreement.
- d. Non-resolution of a Unit Employee complaint in the ADR process shall be documented and a copy provided to the Unit Employee.

#### Section 11 Computation of Times

In computing periods of time for the purpose of this Article, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday,

Sunday, a legal holiday, a day other than a legal holiday when the EMPLOYER'S office is closed, or a day in which a liberal leave policy is in effect due to inclement weather, in which event the period runs until the end of the next day which is not one of the aforementioned days. All time frames in this Article will begin with receipt of documents, not delivery.

## ARTICLE 25 - ARBITRATION

### Section 1 Scope

Arbitration shall be available under this Agreement only with respect to a grievance or dispute within the scope of the negotiated procedure which is not settled to the satisfaction of either party at the final stage of the grievance/dispute procedure set forth in Article 24 of this Agreement. Arbitration may be invoked only by the EMPLOYER or the UNION.

### Section 2 Notification

If either party desires to submit such grievance or dispute to arbitration it shall, within thirty (30) calendar days after receipt of the final decision (or within thirty (30) days of the last date that the decision should have been received), notify the other party in writing of such desire and set forth in such notice a statement of the issues it wishes to present to arbitration and the remedy sought.

### Section 3 Request and Selection of Arbitrator

- a. Within seven (7) calendar days after receipt of such notice the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators.
- b. The parties shall meet within seven (7) calendar days after the receipt of such list to agree upon one of the listed arbitrators. If the parties cannot mutually agree on one of the listed arbitrators, the parties will alternately strike one name from the list until one name remains. A coin flip will determine who will strike names first. The remaining named person shall be the duly selected arbitrator.
- c. If one party refuses to join in the request for arbitrators, one party may make a unilateral request to FMCS for a panel of arbitrators. By providing a list of arbitrators FMCS has not ruled on the arbitrability of the grievance. Upon request of the grieving party (i.e., the EMPLOYER or the UNION), the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event that either party refuses to participate in the selection of an arbitrator, or upon inaction or undue delay on the part of either party.

### Section 4 Communication and Submission of Issues

- a. Upon selection of the arbitrator, the parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and establish a date for the hearing.
- b. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

### Section 5 Arbitration Hearing Location and Time

The arbitration hearing shall be conducted, if possible, on the EMPLOYER'S premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

### Section 6 Grievability/Arbitrability

The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either party raises an issue of grievability/arbitrability, the arbitrator will hear the merits of the underlying grievance and decide both issues together. Arbitrability/grievability issues must be raised in writing by Step 3 of the grievance procedure. Upon mutual agreement of the parties, issues arising under this section may be submitted to the arbitrator by brief, and decided prior to a hearing on the merits of the underlying grievance.

#### Section 7 Authority of Arbitrator

The arbitrator's decisions shall be the final and binding subject to the parties' right to take exceptions to an award in accordance with law. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. In addition the arbitrator is bound by all applicable laws, rules, and regulations. The arbitrator will retain jurisdiction over the case where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

#### Section 8 Arbitrator's Award

- a. The arbitrator shall render a written decision not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend this time limit.
- b. Either party may file exceptions to the award with the Federal Labor Relations Authority (FLRA) pursuant to applicable regulations.
- c. If no exception is filed during the thirty (30) day period beginning on the date the award is served, the award is final and binding.
- d. Either party will take the actions required by the final award within thirty (30) days after it becomes final and binding, except as provided by the Award.

#### Section 9 Arbitration Fees and Costs

- a. The arbitrator's fees and the expenses of the arbitration, if any, shall be borne equally by the EMPLOYER and the UNION.
- b. If, prior to the arbitration hearing, the parties resolve the grievance, any cancellation fees shall be borne equally by both parties. If a party requests postponement, that party shall bear the full cost of any cancellation fees.
- c. The cost of a reporter or transcript shall be shared equally by the parties where mutually agreed to by the parties or where requested by the arbitrator. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. If the party not requesting the court reporter desires a copy, they are responsible for obtaining a copy of the transcript from the court reporter.

#### Section 10 Attorney Fees

- a. In the event that the UNION provides an attorney to represent a Unit Employee/UNION in an arbitration, the arbitrator may award reasonable attorney fees if the Unit Employee/UNION is the

prevailing party, and the arbitrator determines that the payment of attorney fees is warranted, in the interest of justice, and in accordance with the applicable statutes, laws and regulations.

b. Upon issuance of an award, the arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any. The UNION may request attorney fees after the award is final and all appeals have been exhausted. Such a request shall be accompanied by appropriate documentation sufficient to enable the arbitrator to decide. The UNION'S request shall be simultaneously served on the EMPLOYER.

Within twenty (20) days of receipt of the UNION'S request, the EMPLOYER shall submit its response. Such response shall be accompanied by appropriate documentation. The EMPLOYER'S response shall be simultaneously served on the UNION. The arbitrator shall decide whether to accept further rebuttal briefs.

## ARTICLE 26 - REDUCTION IN FORCE (RIF) AND TRANSFER OF FUNCTION (TOF)

### Section 1 Purpose

The purpose of this Article is to ensure that Unit Employees affected by reduction in force or transfer of function actions are treated fairly and that the actions and steps taken are done appropriately in accordance with 5 CFR 351, all applicable Office of Personnel Management and Army regulations and this Agreement. RIF and TOF actions should be accomplished with the maximum amount of advance planning possible to ensure minimum adverse effect on Unit Employees and disruption to the mission.

### Section 2 Definitions

- a. Reductions in Force (RIF) is in reference to the terms that are used in 5 CFR Part 351, and shall be conducted in accordance with all Government-wide laws, regulations, and OPM guidance in force at the time the RIF is conducted. A reduction in force is the term used for the release of a competing employee from his or her competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an EMPLOYER has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.
- b. A transfer of function, as defined in 5 CFR 351.203, is "the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area". A transfer of function is the transfer of the performance of a continuing function from one competitive area and its addition to one or more competitive areas, except when the function involved is virtually identical to functions already been performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.
- c. Furlough. A furlough is the placement of an employee in a temporary non-duty and non-pay status for more than thirty (30) consecutive calendar days, or more than twenty two (22) workdays, if done on a discontinuous basis, but not more than one year.
- d. Competitive Area. The Detroit District is the competitive area in which employees compete for retention. It includes all employees within the competitive area so defined.
- e. Competing Employee. A competing employee is an employee in Tenure Group I, II, or III.
- f. Tenure Group. A tenure group is a group of employees who are all under the same appointment type. Group I includes each career employee who was not serving a probationary period. Group II includes career-conditional employees, and employees serving a probationary period under 5 CFR 315, Subpart H. Group III includes all employees serving under indefinite appointments, temporary appointment pending establishment of a register, status quo appointments, term appointments, and any other non-status temporary appointments, which meet the definition of provisional appointments contained in 5 CFR 316.401 and 316.403.

- g. Tenure Subgroup. A tenure subgroup refers to the level, if any, of veterans preference an employee has under Office of Personnel Management regulations. Subgroup AD includes each preference eligible employee who has a compensable service-connected disability of 30% or more. Subgroup A includes each preference eligible employee not included in subgroup AD. Subgroup B includes each non-preference eligible employee.
- h. Competitive Level. The competitive level is a group of all positions in a competitive area, which are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the EMPLOYER may reassign the incumbent of one position to any of the other positions in the level without undue interruption. Competitive levels are based on each employee's official position, not the employee's personal qualifications.
- i. Current Rating of Record. The current rating of record is the rating of record for the most recently completed appraisal period, as provided in Article 13, Performance Management.
- j. Days. Days as used in the discussion of Reduction in Force or Transfer of Function are defined as calendar days.
- k. Function. Function means all or a clearly identifiable segment of the EMPLOYER'S mission (including all integral part of that mission), regardless of how is performed.
- l. Local Commuting Area. Local commuting area means the geographic area that usually constitutes one area for employment purposes. It includes any population center (or two or more neighboring ones), and the surrounding localities in which people live and can reasonably be expected to travel back and forth daily to their employment.
- m. Modal Rating. The modal rating is the summary rating level assigned most frequently among the actual ratings of record that all are:
- (1) Assigned under the summary level pattern that applies to the Unit Employee's position of record on the date of the reduction in force;
  - (2) Given within the same competitive area;
  - (3) On record for the most recently completed appraisal prior to the date of issuance of reduction in force notices or the cutoff date the EMPLOYER specifies prior to the issuance of reduction in force notices, after which no new ratings will be put on record.
- n. Rating of Record. Rating of record has the meaning given to that term as shown in 5 CFR 430.203.
- o. Reorganization. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.
- p. Undue Interruption. Undue interruption means a degree of interruption that would prevent the completion of required work by an employee ninety (90) days after the employee has been placed in a different position under a reduction in force or transfer of function. The 90-day standard should be considered within the allowable limit of time and quality, taking into account the pressures of priorities, deadlines, and other demands. However, a work program would generally not be unduly interrupted

even if an employee needed more than ninety (90) days after the reduction in force to perform the optimum quality or quantity of work. The 90-day standard may be extended if placement is made under this Article to a low priority program or to a vacant position.

q. Retention Register. A retention register is a list of competing employees in order of retention, with those having the least retention standing at the bottom of the list.

r. Creditable Service. Creditable service is the time spent as a civilian employee of the Federal government, as defined in 5 USC 2105(a), plus time spent on active duty in a uniformed service, as computed in 5 CFR 351.503(b).

s. Service Computation Date. The service computation date is the date an employee entered Federal civilian service, adjusted as necessary to include all creditable service.

t. Adjusted Service Computation Date. The adjusted service computation date includes all actual creditable service and a conditional retention service credit for performance, authorized by 5 CFR 351.504(d) and (e), and this Article.

u. Representative Rate. The representative rate for an employee's grade is Step 4 under the General Schedule and Step 2 under the Federal Wage System.

v. Coverage of this Article. Reduction in force, transfer of function and furlough are actions covered by this Article. The procedures in this Article apply both to competitive service and excepted service Unit Employees.

### Section 3 Action Not Covered by This Article

The following actions are not covered by this Article:

a. Termination of a temporary promotion or temporary reassignment and the subsequent return of a Unit Employee to the position held before the temporary promotion or temporary reassignment (or to a position with comparable pay band, pay, status, and tenure).

b. Placement of a Unit Employee serving on a seasonal basis in non-pay, non-duty status in accordance with conditions established at the time of the appointment.

c. A change in a Unit Employee's work schedule from other-than-full-time to full-time.

d. A change in a Unit Employee's mixed tour work schedule in accordance with conditions established at the time of appointment.

e. A change in the scheduled tour of duty of "other-than-full-time" schedule.

f. Cases wherein members fall under the National Security Personnel System (NSPS), a reduction in band based on the reclassification of an Unit Employee's position due to the application of new classification standards or the correction of a classification error or classification action based on an appeal of an Unit Employee's classification.

g. Cases wherein members fall under the National Security Personnel System (NSPS), a reduction in band based on an Unit Employee's position due to erosion of duties, except that this exclusion does not apply to such reclassification actions that will take effect after an EMPLOYER has formally

announced a reduction in force in the Unit Employee's competitive area and when the reduction in force will take effect within 180 days.

h. Any other personnel action not covered by this Article.

#### Section 4 RIF or TOF Actions

a. Prior to taking any action to implement a reduction in force (RIF) or transfer of function (TOF) including formally requesting RIF authority, the EMPLOYER shall inform the UNION officially by letter to the UNION President that a RIF is necessary and the reasons it is required.

b. After a RIF is announced the EMPLOYER shall identify Unit Employees who are eligible to retire and provide them with necessary retirement counseling if desired.

c. The UNION shall have the opportunity to discuss the reasons and address any options which might be available to reduce the impact of the RIF.

d. The UNION shall be provided the opportunity to attend any informational meetings between the CPAC and the Detroit District. These will not include those meetings designated specifically as internal EMPLOYER discussions.

e. If a Unit Employee is the subject of any RIF action, he/she shall be permitted to view the retention list upon which his/her name appears and the records which serve as a basis for the foregoing registers. A Unit Employee so affected shall have the right to the assistance of the UNION when checking such lists or records.

f. Unit Employees who are separated from Federal Service or changed to a lower grade shall be registered in the Priority Placement Program in accordance with applicable regulations.

g. It is recognized that furloughs of less than thirty (30) days may be considered as an option to a RIF situation. A furlough of less than thirty (30) days is a non-disciplinary adverse action and is outlined in Article 23. In making its decisions regarding furloughs, the EMPLOYER may consider requests for voluntary layoffs made by Unit Employees.

h. The UNION has the right to grieve placement actions caused by a RIF.

#### Section 5 Notification to the UNION

a. Prior to announcing an action covered by this Article, the EMPLOYER will notify the UNION in accordance with the Article 8, Mid-Term Bargaining. The notice will be in writing and, when practicable, provided at least ninety (90) days before the effective date of the action. The notice will include the reasons for the action, the types and estimated numbers of positions affected and the proposed effective date.

b. Upon receipt of the notice, the UNION and the EMPLOYER will meet to discuss the adverse effects on Unit Employees from the workforce shaping action. Such meeting does not amount to a waiver of the UNION'S right to bargain over the adverse effects on Unit Employees from the EMPLOYER'S action.

#### Section 6 Competitive Levels and Retention Registers

a. Competitive Levels. Separate competitive levels will be established according to the following categories:

(1) Separate levels shall be established for positions in the competitive service, and in the excepted service;

(2) Separate levels shall be established for excepted service positions filled under different appointment authorities;

(3) Separate levels shall be established for positions under different pay schedules;

(4) Separate levels shall be established for positions filled on a full-time, part-time, intermittent, seasonal, or on-call basis. No distinction may be made among employees in the competitive level on the basis of the number of hours or weeks scheduled to be worked;

(5) Separate levels shall be established for positions filled by an employee in a formally designated trainee or developmental program having all of the characteristics covered in 5 CFR 351.702(e) (1) through (e) (4).

b. Retention Registers. Retention registers will be established for each competitive level. Employees will be listed on the retention register, according to tenure group and subgroup. The tenure groups and subgroups are ranked in the following order:

I AD Career, 30% or more compensable veteran

I A Career, 5-10% compensable veteran

I B Career, non-veteran

II AD Career Conditional, 30% or more compensable veteran

II A Career Conditional, 5-10% compensable veteran

II B Career Conditional, non-veteran

III AD Temporary Non-Status, 30% or more compensable veteran III A Temporary Non-Status, 5-10% compensable veteran

III B Temporary Non-Status, non-veteran

c. Retention Standing Within a Tenure Subgroup: Within a tenure subgroup, employees are ranked according to their adjusted service computation date, the employee with the earliest adjusted service computation date appearing at the top.

d. Additional Service Credit for Performance

e. Employees will receive additional service credit based on their three (3) most recent performance ratings of record received in the last 4-year period prior the date of reduction in force notices.

f. In order to provide adequate time to determine Unit Employee retention standing, no new ratings of record will be put on record and used for purposes of this after the date that is ninety (90) days prior to the effective date of the reduction in force.

g. In the event, an Unit Employee has fewer than three (3) ratings of record in the 4-year period prior to the cutoff date, then the amount of additional service credit will be computed based on the ratings of record the Unit Employee has. So, if the Unit Employee only has two (2) ratings of record in this period, the service credit will be based on those two ratings of record. If the Unit Employee has only one rating of record, the service credit will be based on that rating of record.

h. In the event a Unit Employee has no ratings of record in the 4-year period prior to the cutoff date, the Unit Employee will receive additional service credit based on the modal rating.

i. Additional service credit provided to employees shall be expressed in additional years of service and shall consist of the mathematical average (rounded in the case of a fraction to the next higher whole number) of the employees applicable ratings of record, computed on the following basis:

(1) Twenty (20) additional years of service for each rating of record with a Level 5 (Outstanding or equivalent) summary;

(2) Sixteen (16) additional years of service for each rating of record with a Level 4 summary; and

(3) Twelve (12) additional years of service for each rating of record with a Level 3 (Fully Successful or equivalent) summary.

j. The additional service credit shall consist of the mathematical average (rounded in the case of a fraction to the next higher whole number) of the additional years of service, as listed above.

#### Section 7 In Case of a Tie

In the event there is a tie between two or more employees on a retention register, the employees will be ranked in order of their tenure with the EMPLOYER. If there is still a tie after that, OPM's AUTO-RIF program will be the deciding factor.

#### Section 8 UNION Review of Retention Standing

Unit Employees who received a reduction in force notice and the Unit Employee's representative shall have access to the applicable retention register, in accordance with 5 CFR 351.505.

#### Section 9 Notice of Reduction in Force and/or Transfer of Function

a. Each Unit Employee selected for release from a competitive level is entitled to a specific written notice at least sixty (60) full days before the effective date of release. The notice will contain the following information:

(1) The specific reduction in force action to be taken against that Unit Employee;

(2) The effective date of the action;

(3) The Unit Employee's competitive area, competitive level, subgroup and adjusted service computation date, and annual performance ratings of record received during the last four (4) years;

- (4) The place where the Unit Employee may inspect the regulations and records pertinent to his/her case;
  - (5) Justification for retaining a lower-standing employee in the same competitive level, because of a temporary or continuing exception;
  - (6) Information on grade and pay retention benefits available to the Unit Employees;
  - (7) Information on reemployment rights available to the Unit Employee under both EMPLOYER and Office of Personnel Management procedures;
  - (8) A statement of the Unit Employee's right to appeal the action under the negotiated grievance procedure under Article 24 of this Agreement.
- b. At the same time the EMPLOYER issues a notice to a Unit Employee it must give a written notice to the exclusive representative(s).
  - c. Nothing herein shall be construed to lessen the EMPLOYER'S responsibility to inform the affected Unit Employees of their rights and to answer their questions.

#### Section 10 Expiration of Notice

- a. A notice expires when followed by the action specified, or by an action less severe than specified, in the notice or in an amendment made to the notice before the EMPLOYER takes the action.
- b. The EMPLOYER may not take the action before the effective date in the notice; instead it must cancel the reduction in force notice and issue a new notice subject to regulation and this Agreement.

#### Section 11 Cancellation and Amendment of Notice

- a. Before taking an action more severe than first specified, the EMPLOYER must cancel the original notice and issue a new advance notice of at least sixty (60) days.
- b. The EMPLOYER must give an amended notice if the reduction in force is changed to a later date. A reduction in force action taken after the effective date is invalid when it is challenged by a higher-standing Unit Employee in the competitive level who is reached out of order for a reduction in force action as a result of the change in dates.
- c. The EMPLOYER must give a Unit Employee an amended written notice and allow the Unit Employee to decide whether to accept a better offer of assignment that becomes available before or on the effective date of the reduction in force. The EMPLOYER must give the Unit Employee this amended notice regardless of whether the Unit Employee has accepted or rejected a previous offer of assignment, provided the Unit Employee has not voluntarily separated from his or her official position.

#### Section 12 Release from Competitive Level

- a. Employees shall be selected for release from a competitive level in the inverse order of retention standing, beginning with the employee with the lowest retention standing on the retention register.
- b. The EMPLOYER may not release a Unit Employee from a competitive level, while retaining in that competitive level an employee with:

- (1) A specifically limited temporary appointment;
- (2) A specifically limited temporary or term promotion; or
- (3) A written decision of removal or demotion from the competitive level under Article 13, Performance Management, or Article 23, Disciplinary and Adverse Actions.

#### Section 13 Assignment Rights

When a Group I or II competing Unit Employee with a current annual performance rating of record of minimally successful (Level 2) or equivalent, or higher, is released from a competitive level, the EMPLOYER shall offer assignment, rather than furlough or separation in accordance with this Agreement, and 5 CFR 351, Subpart G. The position offered must require no reduction, or the least possible reduction, in representative rate. The Unit Employee must be qualified for the offered position. The offer shall be in the same competitive area, last at least three (3) months, and have the same type of work schedule (e.g., full-time, part-time, intermittent, or seasonal) as the position from which the Unit Employee is released.

#### Section 14 Lower Subgroup (Bumping)

A released Unit Employee shall be assigned and bump to a position that:

- a. Is held by another employee in a lower tenure group or in a lower subgroup within the same tenure group, in another competitive level in the same competitive area; and
- b. Is no more than three (3) grades (or appropriate grade intervals or equivalent) below the position from which the Unit Employee was released.

#### Section 15 Same Subgroup (Retreating)

a. A released Unit Employee shall be assigned and retreat to a position that:

- (1) Is held by an employee with a latter service date in the same subgroup.
  - (2) Is held by another employee with lower retention standing in the same tenure group and subgroup; and
  - (3) Is not more than three grades (or appropriate grade intervals or equivalent) below the position from which the Unit Employee was released, except that for an Unit Employee in tenure subgroup AD, the limit is five grades (or appropriate grade intervals or equivalent); and
  - (4) Is the same position, or an essentially identical position, formerly held by the released Unit Employee on a permanent basis as a competing employee in the Detroit District.
- b. Additional details on bumping and retreating found in 5 CFR 351.701 will apply to actions taken under this Article.

#### Section 16 Qualifications for Assignment

A Unit Employee will be considered qualified for an assignment under this Article if the Unit Employee:

- a. Meets the OPM standards and requirements for the position, including any minimum educational requirement, and any selective placement factors established by the EMPLOYER;
- b. Is physically qualified, with reasonable accommodation, where appropriate, to perform the duties of the position;
- c. Meets any special qualifying condition which OPM has approved for the position; and
- d. Has the capacity, adaptability, and special skills needed to satisfactorily perform the duties of the position without undue interruption. This determination includes recency of experience, when appropriate.

#### Section 17 Vacant Positions

The EMPLOYER may satisfy a Unit Employee's assignment right under this Article by assignment to a vacant position. Any such assignment must meet the requirements of Section 16, above.

#### Section 18 Transfer of Function

- a. Before a reduction in force is made in connection with the transfer of any or all of the functions of a competitive area to another continuing competitive area, each competing Unit Employee in a position identified with the transferring function or functions shall be transferred to the continuing competitive area without any change in the tenure of his or her employment.
- b. A Unit Employee whose position is transferred under this subpart solely for liquidation, and who is not identified with an operating function specifically authorized at the time of transfer to continue in operation more than sixty (60) days, is not a competing employee for other positions in the competitive area gaining the function.
- c. Regardless of a Unit Employee's personal preference, a Unit Employee has no right to transfer with his or her function, unless the alternative in the competitive area losing the function is separation or demotion.
- d. The losing competitive area will include employees who decline to transfer with their function as part of any concurrent reduction in force taking place in that competitive area, as permitted by 5 CFR 351.302 (d) and (e). If there is no concurrent reduction in force taking place, the losing competitive area must use the adverse action procedures found in 5 CFR part 752 and Article 23, Disciplinary and Adverse Actions, if it chooses to separate a Unit Employee who declines to transfer with his or her function.
- e. The EMPLOYER may not separate a Unit Employee who declines to transfer with the function any sooner than it transfers employees who chose to transfer with the function to the gaining competitive area.
- f. The EMPLOYER will ask Unit Employees in a canvass letter whether the Unit Employee wishes to transfer with the function when the function transfers to a different local commuting area. The canvass letter will be given to the UNION for review before it is sent to Unit Employees. The canvass letter must give the Unit Employee all information concerning all entitlements available to the Unit Employee if the Unit Employee accepts the offer to transfer, and if the Unit Employee declines the offer to transfer. A Unit Employee may later change and initial acceptance of offer without penalty. However, a Unit Employee may not later change an initial declination of the offer to transfer.

## Section 19 Identification of Positions with a Transferring Function (5 CFR 351.303)

a. The competitive area losing the function is responsible for identifying the positions of competing employees with the transferring function. A competing employee is identified with the transferring function on the basis of the employee's official position. Two methods are provided to identify employees with the transferring function. Identification Method One must be used to identify each position to which it is applicable. Identification Method Two is used only to identify positions to which Identification Method One is not applicable.

(1) Identification Method One. Under Identification Method One, a competing employee is identified with a transferring function if:

- i The employee performs the function during at least half of his or her work time; or
- ii Regardless of the amount of time the employee performs the function during his or her work time, the function performed by the employee includes the duties controlling his or her grade or rate of pay.
- iii In determining what percentage of time an employee performs a function in the employee's official position, the EMPLOYER may supplement the employee's official position description by the use of appropriate records (e.g., work reports, organizational time logs, work schedules, etc.).

(2) Identification Method Two. Identification Method Two is applicable to employees who perform the function during less than half of their work time and are not otherwise covered by Identification Method One. Under Identification Method Two, the losing competitive area must identify the number of positions it needed to perform the transferring function. To determine which employees are identified for transfer, the losing competitive area must establish a retention register in accordance with this part that includes the name of each competing employee who performed the function. Competing employees listed on the retention register are identified for transfer in the inverse order of their retention standing. If for any retention register this procedure would result in the separation or demotion by reduction in force at the losing competitive area of any employee with higher retention standing, the losing competitive area must identify competing employees on that register for transfer in the order of their retention standing.

b. The competitive area losing the function will permit other employees to volunteer for transfer with the function in place of employees identified under Identification Method One or Identification Method Two. However, the competitive area may permit these other employees to volunteer for transfer only if no competing employee who is identified for transfer under Identification Method One or Identification Method Two is separated or demoted solely because a volunteer transferred in place of him or her to the competitive area that is gaining the function.

c. If the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, the losing competitive area will give preference to the volunteers with the highest retention standing, or make selections based on other appropriate criteria.

## Section 20 Reemployment and Other Placement Assistance (5 CFR 351.803)

a. An Unit Employee who receives a specific notice of separation in a reduction in force must be given information concerning the right to reemployment consideration and career transition assistance under the EMPLOYER'S Reemployment Priority List, and the Career Transition Assistance Programs under 5 CFR Part 330 of this chapter. The Unit Employee must also be given a release to authorize, at his or her option, the release of his or her resume and other relevant employment information for employment referral to the State unit or entity established under Title I of the Workforce Investment Act of 1998 and potential public or private sector employers. The Unit Employee must also be given information concerning how to apply both for unemployment insurance through the appropriate State program and benefits available under the State's Workforce Investment Act of 1998 programs, and an estimate of severance pay (if eligible).

b. When fifty (50) or more employees in a competitive area receive separation notices under this part, the EMPLOYER must provide written notification of the action, at the same time it issues specific notices of separation to employees, to:

- (1) The State or the entity designated by the State to carry out rapid response activities under Title I of the Workforce Investment Act of 1998;
- (2) The Chief elected official of local government(s) within which these separations will occur; and
- (3) Office of Personnel Management (OPM).

c. The notice required by paragraph (b) of this section must include:

- (1) The number of employees to be separated from the Detroit District by reduction in force (broken down by geographic area or other basis specified by OPM);
- (2) The effective date of the separations; and
- (3) Any other information specified by OPM, including information needs identified from consultation between OPM and the Department of Labor to facilitate delivery of placement and related services.

#### Section 21 Certification of Expected Separation (5 CFR 351.807)

. For the purpose of enabling otherwise eligible Unit Employees to be considered for eligibility to participate in the dislocated worker programs under the Workforce Investment Act of 1998, administered by the US Department of Labor, the EMPLOYER will issue a Certificate of Expected Separation a competing employee, who the EMPLOYER believes, with a reasonable degree of certainty, will be separated from Federal employment by reduction in force procedures under this Article. This Certificate may be issued up to six (6) months prior to the effective date of the reduction in force.

b. This Certificate will be issued to a competing Unit Employee only when the EMPLOYER determines:

- (1) There is a good likelihood the Unit Employee will be separated in a reduction in force;
- (2) Employment opportunities in the same or similar position in the local commuting area are limited or nonexistent;

(3) Placement opportunities within the EMPLOYER or other Federal agencies in the local commuting area are limited or nonexistent; and

(4) If eligible for optional retirement, the Unit Employee has not filed a retirement application or otherwise indicated in writing intent to retire.

c. The Certificate will be addressed to the individual Unit Employee and signed by an appropriate Detroit District official. It must contain the expected date of reduction in force, a statement that each factor in paragraph b. of this Section has been satisfied, and a description of Workforce Investment Act of 1998, Title I, the Interagency Placement Program, and the Reemployment Priority List.

d. This Certificate will not be used to satisfy any of the notice requirements in this.

e. Any EMPLOYER determination of eligibility for this certificate may not be grieved under Article 24, Grievance Procedure.

## ARTICLE 27 - WAGE SURVEYS

### Section 1 Definition

- a. The Federal Wage System is a uniform pay-setting system covering Federal employees paid by the hour. The aim is to assure that Federal trade, craft, and laboring employees in a local wage area who do the same kind of work get the same rate of pay. Successful labor-management partnership is a hallmark of the Federal Wage System, with labor organizations involved in all phases of providing an equitable pay system.
- b. The common wage schedules consist of fifteen (15) grades, covering most non-supervisory employees. Schedules for supervisors and leaders are based on the non-supervisory schedules, but are separate from them.
- c. In each pay grade, there are five (5) step rates; each step rate is approximately four (4) percent apart, with the second step based on the going rate in private industry.
- d. Night shift differentials are provided as a uniform percentage of the hourly rates of pay for employees paid under the system.
- e. The uniform pay-setting system guarantees that:
  - (1) An employees pay will be the same as the pay for other Federal jobs a defined wage area.
  - (2) An employee's pay will be in line with the pay for private industry jobs similar to the Federal jobs in a defined wage area.

### Section 2 Wage Survey Process

- a. For each wage area, the Office of Personnel Management identifies the "lead" agency that is, the Federal agency with the most trade, craft, and laboring employees in that wage area. The lead agency for each wage area is responsible for conducting wage surveys, analyzing data, and issuing wage schedules under the policies and procedures prescribed by the Office of Personnel Management. Each lead agency is advised by an Agency Wage Committee. All agencies in a wage area pay their hourly wage employees according to the wage schedules developed by the lead agency.
- b. Labor organizations also play an important role in the wage determination process by providing representatives to the two Federal Wage System committees which are deeply involved in this process. The employee unions having the greatest number of wage employees under exclusive recognition in each lead agency are named the "lead" unions and designate two of the five members of a lead agency's national level Wage Committee. Locally, the union with the most employees under exclusive recognition in a wage area designates one of the three members of each Local Wage Survey Committee.
- c. In addition, labor organizations nominate half of the Federal employees who collect wage data from private enterprise employers. A partnership team of one labor data collector and one management data collector visits each surveyed employer.
- d. The UNION shall be notified by the EMPLOYER promptly upon release or availability of an official announcement relating to the tentative or actual start date of any type wage survey that involves Unit Employees in the Unit.

e. During some years, separate legislation may limit or delay annual wage adjustments for Federal Wage System Unit Employees. The EMPLOYER will keep Unit Employees advised of limits and delays.

## ARTICLE 28 - HEALTH, SAFETY, WELLNESS AND DRUG TESTING

### Section 1 General

The EMPLOYER agrees to establish and maintain a comprehensive occupational safety and health program, and to make every effort to provide safe and healthful workplaces and working conditions as required by applicable regulations. The EMPLOYER and the UNION agree to cooperate in a continuing effort to avoid, reduce the possibility of, and/or eliminate accidents, injuries, and health hazards in all areas under the EMPLOYER'S control. Nothing herein will prevent the UNION from initiating additional negotiations to address safety, health, or wellness matters during the life of this Agreement.

### Section 2 Publicity

The parties agree to publicize on a recurring basis all safety awareness programs and the provisions and procedures for elimination of safety and health hazards.

### Section 3 Training for Members of Safety and Health Committees

The EMPLOYER agrees to provide introductory and specialized training for the UNION'S representatives on the EMPLOYER'S Safety and Health Committee to enable such representatives to participate fully in the activity's safety and health program aimed at assuring a safe and healthful work environment. Such training shall be provided without loss of pay or charge to leave for specified UNION representatives.

### Section 4 Health and Safety Standards

The EMPLOYER and the UNION agree that EM-385-1-1, USACE Health and Safety Manual, will govern.

### Section 5 Dismissals Due To Unusual Employment or Working Conditions

a. The EMPLOYER uses current OPM guidelines that state, "dismissals due to unusual employment or working conditions created by a temporary disruption of air cooling or heating systems should be rare." Individual Unit Employees, who state they are affected by the levels of temperature to the extent that they are incapacitated for duty, or that continuance on duty would adversely affect their health, may be granted annual or sick leave.

b. The EMPLOYER agrees to consider group dismissals due to unusually or exceptionally hot or cold conditions of work that render the worksite virtually unfit for work.

### Section 6 Workspace Maintenance

All work spaces, toilets, washrooms and locker areas shall be maintained in a clean and sanitary condition. Proper lighting and ventilation will also be maintained. UNION agrees that Unit Employees' full cooperation is essential for maintaining satisfactory sanitary facilities.

### Section 7 Personal Protective Equipment (PPE)

The EMPLOYER agrees to provide to Unit Employees any required tools and safety or protective equipment, PPE, reasonably fitted safety clothing, and devices necessary to provide protection of Unit Employees from hazardous conditions encountered during the performance of official duties. Specifics

concerning the types of hazards, PPE and equipment necessary to protect Unit Employees against the hazards, how PPE and equipment is provided and other aspects establishing and complying with this section will be negotiated or adopted as appropriate and memorialized in the EMPLOYER Safety Program regulations.

#### Section 8 Notification of Dangerous Condition

When the EMPLOYER determines that a dangerous or potentially dangerous condition is present at a particular worksite, Unit Employees at that worksite and the UNION will be notified as soon as possible so precautionary steps can be taken.

#### Section 9 Posting Notice of Hazardous Condition

The EMPLOYER agrees to post notice of hazardous conditions discovered in a work place as required by applicable regulations. The notice shall be posted, with a copy to the UNION, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable regulations.

#### Section 10 Exposure to Hazardous Conditions

The EMPLOYER agrees that methods and operating procedures will be such that personnel will not be unnecessarily exposed to occupational safety/health hazards, except where such exposure is a necessary part of the Unit Employee's official duties. Unit Employees performing such duties will be compensated in accordance with Article 30, Environmental Differential and Hazard Pay, and applicable regulations cited therein.

#### Section 11 Inspections

Safety and health inspections or surveys will be conducted by the EMPLOYER as required to maintain a safe and healthful workplace. They will be in accordance with applicable regulations. Advance notice of all inspections will be made to the UNION in order to ensure that a UNION representative may be present. If unannounced inspections or surveys are conducted, the UNION will be immediately notified of the time, location and survey officials in order for the UNION to provide a representative to participate. The UNION will be provided with copies of all inspection reports. The EMPLOYER will assure response to Unit Employee reports of hazardous conditions and require inspections within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions, and normally twenty (20) working days for other conditions.

#### Section 12 Accident Investigations

Where the EMPLOYER conducts an accident investigation involving or impacting Unit Employees, the UNION shall be permitted at its request to meet with the safety and/or the EMPLOYER official or officials in charge of such investigation and provide recommendations or information to that official regarding the investigation (e.g., prospective witnesses, work practices which may have led to the accident, etc.). An investigation may not be necessary if through normal EMPLOYER action and with prompt notification to Unit Employees, the hazardous condition identified can be abated immediately.

#### Section 13 Reporting Hazardous Conditions

All Unit Employees have the right and will be encouraged by the parties to responsibly report all alleged hazardous situations to designated EMPLOYER Safety and Health officials. The anonymity of those making reports will be protected.

#### Section 14 Imminent Danger Situations

An employee may decline his or her assigned task because of reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

#### Section 15 Reports to the UNION

a. Upon request, the UNION shall be advised by the EMPLOYER of any action taken as the result of a hazard report and/or a safety inspection concerning a safety matter affecting Unit Employees. If the inspection is the result of a hazard report, and the Unit Employee who filed the report or the UNION is not satisfied with the action taken, the report of alleged hazard may be further processed.

b. The EMPLOYER will annually provide all incident and accident figures required by the EMPLOYER and OSHA to the appropriate UNION component Health and Safety Committee. These figures will be provided at the organizational level and will identify components and facilities. The EMPLOYER will also provide workers compensation figures required by the EMPLOYER and OSHA. The EMPLOYER will make available, upon request, statistical data on incident reports, workers' compensation claims, etc.

#### Section 16 Abatement

a. The EMPLOYER shall make every reasonable effort to promptly abate unsafe or unhealthy working conditions. If there is an emergency situation in an office, the first concern is for the Unit Employees and the public. Should it become necessary to evacuate a building, the EMPLOYER will take precautions to protect the safety of Unit Employees and visitors to the facility. Individuals will not be readmitted until the EMPLOYER determines that there is no longer danger to the evacuated personnel. When the potential for danger escalates to a level that requires emergency response team, e.g., police/fire department, they will determine when the facility is safe to reoccupy. The designated UNION health and safety representative will be notified as soon possible regarding an emergency situation.

b. If an abatement plan for an unsafe or unhealthy working condition is provided to the EMPLOYER, the UNION will be provided a copy. Such plan may contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect Unit Employees from being injured as a result of the unsafe or unhealthy working conditions.

#### Section 17 Physical Examinations

Fitness for Duty Examinations (Medical Determination Related to Employability):

a. The EMPLOYER may direct a Unit Employee to undergo a fitness-for-duty examination only under those conditions authorized in prevailing OPM regulations. The EMPLOYER may offer a medical examination when an Unit Employee has made a request for medical reasons for a change in duty status, assignment, or working conditions or any other benefit or special treatment, and the EMPLOYER,

after it has received and reviewed available medical documentation, determines that it cannot grant, support, or act further on the request without verification of the clinical findings and current clinical status.

b. When the EMPLOYER orders or offers a medical examination under the provisions of the OPM regulations, it shall inform the Unit Employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. Except in emergency situations, a Unit Employee is entitled to at least five (5) workdays advance written notice that s/he is to take a fitness-for-duty examination. In the event that the Unit Employee is requested to set up an appointment, s/he shall be allowed reasonable time to do so. The notice will set forth the reasons for the examination (including the behavior the EMPLOYER has observed), and the general scope and character of the examination.

c. The Parties recognize that, pursuant to 5 CFR 339.303 (b), the EMPLOYER retains the authority to designate the examining physician. The EMPLOYER shall provide the examining physician with a copy of the applicable standards and requirements for the position, and/or a detailed position description of the duties of the position, including critical elements, physical demands, and environmental factors.

d. Fitness for duty examinations will be scheduled to take place during the Unit Employee's normal duty hours. If the Unit Employee is unable to drive himself/herself to the examination, the EMPLOYER will provide transportation without cost to the Unit Employee.

e. Medical examinations under this Article must be conducted in accordance with accepted professional standards by a licensed practitioner or physician authorized to conduct such examinations.

f. The EMPLOYER will pay all costs for the examination(s) of Unit Employees which it orders or offers under these procedures. Unit Employees must pay for medical examinations conducted by a private physician or practitioner in lieu of the physician offered by the EMPLOYER.

g. The report of an examination conducted pursuant to this Article shall be available to the Unit Employee pursuant to 5 CFR 293.504 (b) and 5 CFR 297.205.

#### Section 18 Notices to UNION of Serious Injury or Illness

The EMPLOYER will promptly notify the UNION in the event of a serious on-the-job injury, illness, or death, of the name of the Unit Employee involved, after contact has been made with the Unit Employee's emergency addressee.

#### Section 19 Employee Wellness

a. The EMPLOYER may, subject to availability of funds, provide emergency treatment and physical exams. The EMPLOYER may attempt to locate low cost/no cost local medical providers for services such as cholesterol, blood pressure and flu shots, when reasonably available, and may make such information available to Unit Employees. A reasonable amount of duty time may be granted to Unit Employees who avail themselves of these services.

b. The EMPLOYER agrees that the first concern when a Unit Employee is injured on the job is to make certain that he/she gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.

- c. When it is necessary to assist a Unit Employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the EMPLOYER will assist the Unit Employee in arranging for such transportation.
- d. The EMPLOYER agrees to maintain adequate first aid supplies at each permanent installation. All Unit Employees will have reasonable access to these supplies.
- e. The EMPLOYER will make appropriate arrangements for Unit Employees when conducting official business with individuals with known serious communicable diseases. The EMPLOYER will take appropriate precautions when there is contact with a person who may have a serious communicable disease, such as tuberculosis (TB). If a Unit Employee is exposed to someone at the worksite with a serious communicable disease, the employee will be offered a screening test during work hours at no cost to the Unit Employee. The EMPLOYER will keep records of Unit Employees' exposure to the active serious communicable diseases.
- f. The EMPLOYER will take appropriate precautions against the spread of infectious disease. Such precautions will include, but are not limited to availability of tissues as well as liquid soap dispensers and paper towels in bathroom and kitchen areas.

#### Section 20 Fitness

- a. The EMPLOYER and UNION are mutually committed to the concept of wellness and fitness programs as a valuable means of enhancing the well-being, and thereby, the performance and productivity of the EMPLOYER'S Unit Employees. In addition to the more traditional medical services provided by the EMPLOYER, wellness programs can provide counseling and assistance to Unit Employees on health issues such as life style, nutrition, avoidance of harmful substances, and positive mental health. Fitness programs are developed as one component of the EMPLOYER'S overall commitment to Unit Employee wellness.
- b. The UNION and the EMPLOYER will work cooperatively to identify Unit Employee wellness/fitness needs and develop programs which address those needs. Participation in those programs will be voluntary.
- c. Various fitness/wellness program models may be developed to meet Unit Employee needs. These models may, within budgetary and legal limitations, include the following:
  - (1) Coordinate with other local Federal Agencies to establish a joint program;
  - (2) Establish a program or fitness center for the EMPLOYER'S employees only;
  - (3) Obtain an organizational membership with a commercial facility;
- d. If a shortage of funds or EMPLOYER mission priorities require changes in the EMPLOYER'S support of Fitness Centers, negotiations on this Article may be reopened at the request of either party.

#### Section 21 On-Site Security

- a. The EMPLOYER will make reasonable efforts to protect Unit Employees from abusive and threatening customers/clients and will take reasonable precautions to ensure such protections. The

EMPLOYER will arrange for emergency protective assistance at each installation to enable Unit Employees to receive assistance if the situation requires it.

- b. Whenever a Unit Employee is faced with a physically threatening situation, the EMPLOYER will provide appropriate assistance.
- c. Unit Employees will not be required to divulge personally identifiable information to the public in individual circumstances where the Unit Employee reasonably believes harassment or physical abuse may result. In such cases, the Unit Employee should timely inform the supervisor.
- d. Consistent with its right to determine internal security practices:
  - (1) Where conditions warrant, the EMPLOYER will provide equipped security guards at EMPLOYER facilities;
  - (2) The EMPLOYER will equip office areas with appropriate security, to ensure, to the maximum extent possible, Unit Employee safety;
  - (3) All telephones in offices will be labeled with appropriate emergency numbers.

#### Section 22 Workplace Violence

- a. The parties recognize that violence constitutes a health and safety hazard in the workplace and that exposure to violence can result in both physical and emotional harm to Unit Employees who are the victims of workplace violence, including those who witness such violence. Moreover, the parties agree that violence of any form is unacceptable in the workplace and that the intent of this clause is to prevent workplace violence, and to minimize the occurrence and effects of violence in the workplace, should it occur. The parties agree that it is the EMPLOYER'S obligation to provide a safe and secure working environment.
- b. Definition For purposes of this Agreement "violence" includes any act that harms, attempts or threatens to harm the health and/or safety of a Unit Employee. This definition includes threatening statements or threatening behavior that gives the Unit Employee reasonable grounds to believe that the Unit Employee is at risk of harm, including emotional/psychological harm.
- c. Violence prevention. The EMPLOYER shall develop a workplace violence prevention plan that includes:
  - (1) provision of training and information to Unit Employees about workplace violence;
  - (2) specific procedures for reporting, investigating, and recording incidents of violence in the workplace;
  - (3) specific procedures for providing security controls.
- d. The EMPLOYER shall provide, to all Unit Employees who are at risk of harm from violence in the workplace, information about the nature of the risk and the factors contributing to the risk. Such information shall be provided to the Unit Employee immediately after the EMPLOYER learns of the risk.

e. The EMPLOYER shall report all incidents of violence in the workplace, to the UNION, and to all Unit Employees, subject to the privacy rights of victims and perpetrators. The EMPLOYER shall ensure that appropriate action is taken, including reporting such incidents to external authorities, if warranted.

f. Effects of violence in the workplace. All Unit Employees who report harm resulting from an incident of workplace violence shall:

- (1) have access to immediate first aid and transportation to the nearest medical facility;
- (2) have access to emotional support, including but not limited to traumatic stress debriefing and counseling under the Employee Assistance Program;
- (3) be provided with information on filing a claim for workers' compensation benefits.

#### Section 23 Emergency Preparedness

a. Each facility shall have an emergency preparedness plan. This plan will publish the chain of command, which will identify a member of the EMPLOYER or designee who will be physically present for Unit Employee direction during all scheduled work hours in each permanent installation. The plan will also cover Unit Employee procedures in the event of fire, earthquake, bomb threat, tornado, hurricane, flood, or similar emergency. Evacuation drills will be conducted annually.

b. Nothing herein will prevent the UNION from initiating negotiations during the life of this Agreement over changes in this plan.

#### Section 24 Renovation and Construction.

Wherever the EMPLOYER decides to alter the physical work site of Unit Employees represented by the UNION, the UNION will be notified in advance in accordance with Article 8, Mid-Term Bargaining. The EMPLOYER will:

- a. Isolate areas of significant renovation, painting, and carpet-laying from occupied areas that are not under construction;
- b. Perform this work during evenings and weekends. Ensure that contaminated concentrations are sufficiently diluted prior to occupancy;
- c. Supply adequate ventilation during and after completion of work to assist in dilution of the contaminant level; and
- d. In leased space work with the lessor and/or GSA in order to achieve and maintain these standards.

#### Section 25 Ergonomics

a. The EMPLOYER will make every reasonable effort to provide Unit Employees, as appropriate with ergonomic workstations; that is furniture and equipment that are adapted to human characteristics and capabilities in order to improve the Unit Employee's well-being and optimize productivity. Where a workstation contains a computer monitor or other data entry equipment, at least one work surface per workstation will be adjustable, and it will be designed to minimize unnecessary and/or otherwise

awkward work postures and working movements. Efforts will be made to enable the Unit Employee to properly adjust work posture and movement for comfort.

b. The EMPLOYER'S Health and Safety Committee will advise on the purchase of furniture and equipment that comply with this section.

c. Nothing herein will interfere with the UNION'S right to initiate negotiations over any EMPLOYER-initiated changes in furniture or equipment.

#### Section 26 Drug Testing

a. Drug testing in the Detroit District will be administered in accordance with ER 600-1-3 and District Drug Testing policies (see Appendix 3).

b. In revising the Detroit District Drug Testing Policy, the EMPLOYER will include UNION representation on the team and staffing.

## ARTICLE 29 - TOOLS AND EQUIPMENT

### Section 1 Availability of Tools, Equipment and Technology

The EMPLOYER will assure access to available tools, equipment and technology necessary for the performance of associated duties. The UNION agrees to assist the EMPLOYER in efforts to reduce costs by encouraging Unit Employees to observe proper procedures for the care and maintenance of tools and equipment. Adequate transportation will be provided for Unit Employee use at the work sites.

### Section 2 Storage

The EMPLOYER shall provide adequate locker facilities for all field Unit Employees consistent with space and procurement limitations.

## ARTICLE 30 - ENVIRONMENTAL DIFFERENTIAL AND HAZARD PAY

### Section 1 Reduction of Hazards, Physical Hardships and Hazardous Working Conditions

As its objective, the EMPLOYER shall have the elimination or reduction of all hazards, physical hardships and working conditions of an unusual nature to the lowest level possible. When the EMPLOYER action does not or cannot overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential shall be authorized.

### Section 2 Payment of Differential Pay

When the UNION believes that a work situation not previously identified qualifies for payment of a differential under the criteria of 5 CFR 532, Sub-part E, Appendix A, it will notify the EMPLOYER in writing prior to or within ten (10) days of the work occurring, of the title, location and nature of the hazard involved. The EMPLOYER and the UNION will meet within thirty (30) calendar days to discuss the matter and the hazard will be documented and payment authorized. If the EMPLOYER determines that the situation does not warrant payment of the differential, the UNION will be notified of such decision. Such notification will be in writing and will give specific reasons as to why the situation is considered not to meet the criteria of Appendix A. The UNION may then raise the matter through the grievance procedures or request to reopen the contract and renegotiate the Article.

### Section 3 Exclusion From Coverage

When the EMPLOYER determines that a work situation previously subject to environmental differential should be excluded from coverage, it will notify the UNION of the title, location and nature of the condition that would preclude payment of environmental differential. The UNION may request a meeting to discuss the matter; such a request shall be made within thirty (30) calendar days of the initial notification. If agreement is not reached the UNION may raise the matter through the grievance procedure or request to reopen the contract in accordance with Article 8.

## ARTICLE 31 - NEW TECHNOLOGY

### Section 1 Definition

For purposes of this Article, "new technology" is defined new, "state-of-the-art," or innovative automated system, automated devices or automated processes that replace (or are proposed or designed to replace) systems, devices or processes that are, or have traditionally been, manual in nature. Examples of such new technology might include, but are not limited to, time and attendance recording devices, productivity measurement systems, or security monitoring that measure or record Unit Employee activity in a way that is not readily apparent, visible, or otherwise identifiable to Unit Employees.

### Section 2 Consultation with the UNION

- a. Whenever the EMPLOYER proposes to acquire, develop or implement a system based upon new technology that will potentially impact conditions of employment for Unit Employees, the EMPLOYER will consult with the UNION and provide it with relevant Statement of Work, System Requirements, Design Specifications or other documentation that details the proposed change(s). This information should, at a minimum, describe the rationale and business requirements for the proposed system and its potential impact on Unit Employees.
- b. The UNION understands that adoption of such devices or systems is an EMPLOYER right. The EMPLOYER recognizes as well that the UNION has the right to bargain on potential adverse impact on Unit Employees that could result from implementation of said new technology.
- c. If the adoption of new technology has the effect of replacing tasks that are currently performed by Unit Employees, appropriate retraining will be provided within the limits of budget resources, relevant law and regulations and the extent to which Unit Employees can, or are willing to be, retrained.

## ARTICLE 32 - USE OF VIDEO SURVEILLANCE EQUIPMENT

### Section 1 Permanently Installed Video Surveillance Equipment

The primary purpose of permanently installed video surveillance equipment is for internal EMPLOYER use only. The installation of this equipment is intended for but not limited to safety, security, operations, the monitoring of equipment, changing weather conditions and construction progress. The primary purpose of permanently installed video equipment is not to monitor the day to day lawful and personal activities of Unit Employees.

### Section 2 Additional or New Video Surveillance Equipment

In the event that additional or new video surveillance equipment is installed the parties will retain the right to bargain in accordance with Article 8.

## ARTICLE 33 - EQUAL EMPLOYMENT OPPORTUNITY

### Section 1 Policy

The EMPLOYER and UNION affirm their commitment to provide equal employment opportunity to all employees and to prohibit unlawful discrimination because of race, color, religion, sex, age, national origin, or disability, as defined by Title VII of the Civil Rights Act, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; the Civil Rights Act of 1991; and the Equal Pay Act.

### Section 2 Equal Employment Opportunity (EEO) Program

a. The Army's Equal Employment Opportunity (EEO) Program is designed to promote equal employment opportunity in every aspect of the EMPLOYER personnel policy and practice in accordance with applicable law and Government-wide rules and regulations. The Director of the EEO Program will:

(1) Receive and process individual and class complaints of discrimination as well as providing counseling for the aggrieved individuals;

(2) Evaluate and report to the EMPLOYER Head on the adequacy of the EMPLOYER'S program and any recommendations on improvements or corrective actions needed.

b. The EMPLOYER'S Equal Employment Opportunity Office will meet with the UNION to discuss general EEO matters relate to personnel policies, practices and general conditions of employment.

### Section 3 EEO Complaint Procedure

a. The EMPLOYER will make available to employees written information describing the EEO complaint procedure.

b. Any Unit Employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal. Any Unit Employee who seeks to file a complaint shall have the right to select a representative of his/her choosing, who may be a UNION representative.

### Section 4 Rewarding Employee Contributions to EEO Program

The EMPLOYER will endeavor to recognize Unit Employees who make an outstanding contribution to the advancement of the EEO program. This recognition may include an oral commendation, an appropriate letter, an honorary award, or a cash award.

### Section 5 Affirmative Programs of Equal Employment Opportunity

The EMPLOYER shall conduct a continuing campaign to eliminate discrimination from its personnel practices and policies, and employment conditions consistent with this Agreement. Programs shall include, but not be limited to, implementation of the following objectives and goals:

a. Identify and address barriers that impair the ability of individuals to compete in the workplace because of race, color, religion, sex, national origin, age, physical or mental disabilities; and

b. Ensure that unlawful discrimination in the workplace is promptly addressed.

## Section 6 Adverse EEO Impact

Should adverse EEO impact be evidenced pursuant to the Management Directive (MD) 715, specific and measurable objectives shall be set to correct the conditions. Those objectives will include but not be limited to:

- a. Validating existing selection procedures; or
- b. Modifying or substituting selection procedures to alleviate adverse impact.

## Section 7 Reasonable Accommodations of Individuals with Disabilities

The EMPLOYER agrees to abide by the requirements of the Rehabilitation Act of 1973, as amended, and the implementing regulations, found at 29 CFR 1630, when addressing issues of discrimination and reasonable accommodation raised by employees and applicants for employment.

## Section 8 Temporary Accommodations for Unit Employees

- a. Unit Employees may formally request temporary accommodation. A formal request for such accommodation must be in writing and include the Unit Employee's reason for requesting an accommodation, the Unit Employee's suggestion for an accommodation (e.g., modification of schedule), and the anticipated length of time the accommodation will be needed. The EMPLOYER agrees to consider such requests; the Unit Employee and supervisor should work together to try to find solutions to accommodate each other's needs. The EMPLOYER'S decision on whether or not to provide individual accommodations will be made on a case-by-case basis, taking into consideration the Unit Employee's specific needs, the work environment, and the business needs of the EMPLOYER. If a Unit Employee's request is based on a medical condition, the EMPLOYER may require that the Unit Employee submit medical documentation in support of her or his request.
- b. The EMPLOYER is responsible for responding to the requests for accommodation in a timely manner. If the request is not granted, the EMPLOYER will state in writing the reason(s) why an accommodation cannot be made. Denials will not be made for arbitrary reasons. Rejection of a request for temporary accommodation is excluded from coverage under Article 24, Grievance Procedures.
- c. Where working conditions are more strenuous or hazardous than normal office conditions, a pregnant Unit Employee, after consultation with her physician, may request temporary reassignment to other available work for which she is qualified, to protect her health and that of her unborn child or modification of her work duties due to adverse working conditions. Where such reassignment is requested, based on medical certification, the EMPLOYER will make a reasonable effort to accommodate the Unit Employee's request.
- d. A pregnant Unit Employee shall not be involuntarily reassigned to other duties solely because of pregnancy, absent a medical determination that she is incapable of performing some or all of the duties of her position.

## Section 9 Accommodation of Unit Employees With Religious Needs

- a. The EMPLOYER will make every effort to accommodate the practice of religious beliefs by individual Unit Employees consistent with EMPLOYER needs. A Unit Employee whose personal religious

beliefs require the abstention from work during certain periods of the work day or work week, may elect to engage in alternative work for time lost for meeting those religious requirements.

b. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the EMPLOYER'S mission, the EMPLOYER will afford the Unit Employee the opportunity to work compensatory time and will grant compensatory time off to a Unit Employee requesting such time off for religious observances.

c. The Unit Employee may work such compensatory overtime before or after the grant of compensatory time off. Compensatory time will be credited to a Unit Employee on an hour to hour basis or authorized fractions thereof fifteen (15) minutes.

d. The premium time provisions for overtime work do not apply for compensatory time work performed by a Unit Employee for this purpose.

e. Any Unit Employee whose personal religious beliefs require him or her to be absent from work will be granted such time off unless his or her services are essential.

#### Section 10 EEO Complaint Elections

a. Unit Employees who have complaints based on discrimination because of race, color, religion, sex, national origin, age, disability, or EEO activity may elect to have their complaints resolved by using either the negotiated grievance procedure as provided in this Agreement; or the statutory complaint process, but not both.

b. Consistent with Article 24, Section 5, an Unit Employee shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first.

c. A discussion with an EEO representative in no way precludes the filing of a grievance that is otherwise timely.

d. A mixed case complaint is a complaint of employment discrimination filed with a federal EMPLOYER based on race, color, religion, sex, national origin, handicap, or age related to or stemming from an action that can be appealed to the Merit Systems Protection Board (MSPB). A Unit Employee may not file a mixed case complaint and an MSPB appeal on the same matter and whichever is filed first shall be considered an election to proceed in that forum.

#### Section 11 Discrimination Complaints

a. A Unit Employee who believes he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, disability or EEO activity may file an EEO complaint or grievance. The Unit Employee must contact an EEO representative in accordance with 29 CFR 1614 (currently within forty five (45) calendar days of the date of the alleged discriminatory action). Within five (5) calendar days of contact by the Unit Employee, the EEO representative will provide the Unit Employee with a document setting out the employee's rights and responsibilities. If a Unit Employee chooses to file a grievance, the grievance must be filed in accordance with Article 24, Section 5.

- b. A Unit Employee has the right to be accompanied, represented, and advised by a representative of her/his choosing at any stage of the complaint process under the EEO administrative complaint process or negotiated procedures. The Unit Employee is entitled to expeditious processing of the complaint or grievance within the time limits prescribed by regulations or this Agreement. The Unit Employee will designate her or his personal representative in writing.
- c. Any Unit Employee who wishes to file or has filed an EEO complaint or grievance; or any Unit Employee who assists with an EEO complaint or grievance (i.e., personal representative, witness, etc.) will be free from coercion, interference, dissuasion, and reprisal.
- d. An Unit Employee's official representative in an EEO complaint or grievance will have prompt access, subject to applicable EEO procedures, to copies of the EEO Counselor and Investigative Reports and the personnel records of the complainant.
- e. The EMPLOYER shall notify the UNION of all proposed remedial or corrective actions which impact on Unit Employees, other than the complainant, as the result of informal or formal resolution of EEO complaints filed under the EEO administrative complaint or grievance process.
- f. The EMPLOYER recognizes the legal obligation to bargain over changes in terms and conditions of employment presented in EEO settlements. If a change in working conditions as a result of an EEO settlement triggers a duty to bargain under the 5 USC, Chapter 71, and the provisions of Article 8, Mid-Term Bargaining, will apply.

#### Section 12 Sexual Harassment

- a. The EMPLOYER and the UNION recognize that sexual harassment is a form of sex discrimination which undermines the integrity of the employment relationship and may adversely affect Unit Employee opportunity. All Unit Employees must be allowed to work in an environment free from unsolicited and unwelcome sexual behavior. The EMPLOYER'S goal is to provide all Unit Employees a work atmosphere free from sexual harassment.
- b. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conducts of a sexual nature constitute sexual harassment.
- c. Unit Employees who believe they are being sexually harassed in the workplace should make it clear to the offender that they find the behavior/comments to be offensive. If the behavior/comments do not cease, the Unit Employee shall report the harassment to the appropriate level.
- d. It is the EMPLOYER'S responsibility to immediately examine allegations of sexual harassment and take necessary corrective action. Where a Unit Employee has brought an allegation of sexual harassment to the attention of the EMPLOYER, the EMPLOYER shall treat such allegations as confidential and shall reveal no more information concerning such an allegation than is necessary to conduct a full, prompt, and serious investigation.

#### Section 13 Formal Discussion

The UNION will be notified and provided an opportunity to be present in any formal discussion affecting the terms and conditions of employment at such time in the processing of any EEO complaint as required by law. The EMPLOYER will notify the UNION designee as far in advance of the formal

discussion as possible under the circumstances and inform him or her of the nature of the original complaint; e.g., age discrimination. The UNION representative will be acknowledged at the start of the formal discussion and given an opportunity to participate, which includes the opportunity to speak, comment and make statements.

#### Section 14 Notification and Federal Employee Antidiscrimination and Retaliation Act (No FEAR Act)

The EMPLOYER will, upon request, provide copies of any reports and plans submitted concerning the EMPLOYER'S implementation of the Notification and Federal Employee Antidiscrimination and Retaliation Act (No FEAR Act), including training plans, reports and the number and type of EEO complaints and their status, on an annual basis.

## ARTICLE 34 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

### Section 1 The Employee Assistance Program (EAP)

- a. The EAP may be used to promote the well-being of Unit Employees and their family members through counseling and referral for assisting those Unit Employees whose personal problems may serve as barriers to satisfactory job performance. The program provides assistance to Unit Employees and their family/household members in areas including, but not limited to: family problems (such as marital, parenting, in-law, elder care, and death); problems with alcohol and other drugs; health concerns such as serious medical conditions, or mental illness; and other areas that could adversely impact a Unit Employee's job performance. The goals of this assistance program are to identify those Unit Employees who have real or potential problems which adversely affect satisfactory performance of their duties; and to motivate troubled Unit Employees toward work improvement through assistance provided by consultation and rehabilitation services.
- b. The EMPLOYER and the UNION agree to cooperate in implementation of the EAP goals of providing assistance to Unit Employees on work-related and personal concerns, including rehabilitation/education programs and counseling of Unit Employees on alcoholism, drug abuse, mental and emotional concerns, behavioral disorders and interpersonal relations.
- c. The UNION and the EMPLOYER recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.
- d. Any Unit Employee with such concerns as substance abuse, marital situation, interpersonal relationships, depression, children's school difficulties, or financial difficulties will receive strictly confidential help through this comprehensive service.

### Section 2 Leave Arrangements for Treatment Programs

Unit Employees undergoing a prescribed program of treatments will be granted sick leave on the same basis as any other illness when absence from work is necessary.

### Section 3 EAP Program Information

- a. The UNION will be informed of EMPLOYEE sponsored seminars, workshops, conferences or training sessions.
- b. The EMPLOYER will inform employees of the program and its services by official releases and publications to be posted on bulletin boards or via email.

## ARTICLE 35 - COPIES OF THE AGREEMENT

### Section 1 Copies of the Agreement

The EMPLOYER shall reproduce fifty (50) copies of this Agreement (in booklet format) to be distributed to the UNION. The cover of the newly negotiated Agreement will be brightly colored and shall indicate the effective date of the Agreement. Additional copies of this Agreement can be accessed through the Detroit District Intranet.

Supplemental agreements entered into will be provided on the same basis.

### Section 2 Training

Managers and stewards will receive joint training concerning the changes in and content of this Agreement within ninety (90) days of approval. The Negotiating Team will conduct the training.

## ARTICLE 36 - EFFECTIVE DATE AND DURATION OF THE AGREEMENT

This Agreement shall become effective on the date of approval by the Department of Defense, or on the thirty first (31st) day after signature by the District Engineer, if approval or disapproval has not been made by the Department of Defense. This Agreement shall remain in full force and effect for five (5) years from the effective date. This Agreement shall renew itself every year thereafter.