

**COLLECTIVE BARGAINING AGREEMENT Between United States Army Corps of Engineers, New England District and American Federation of Government Employees, Local No. 0230, Cape Cod Canal, Buzzards Bay, Massachusetts**

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**Article 1 -Recognition and Determination**

Section 1. Management recognizes AFL-CIO, American Federation of Government Employees, and the Local No. 0230 (“Union”), as the exclusive representative of the bargaining unit described in Section 2 below. The Union recognizes the responsibility of representing, without discrimination and without regard to Union membership, the interests of all bargaining unit employees with respect to grievances, personnel policies, practices and procedures and other matters affecting working conditions in the New England District.

Section 2. This agreement is applicable to all employees of the Bargaining Unit, as defined in the certification by the Federal Labor Relations Authority on 19 August 2016:

Included: All non-professional employees of the New England District, Cape Cod Field Office, U.S. Army Corps of Engineers.

Excluded: All professional employees, employees encumbering a Master Tug position, management officials, supervisors, and employees described in 5 U.S.C. Section 7112(b)(2), (3), (4), (6) and (7).

Section 3. The Union recognizes the Management-Union Liaison (hereafter "Liaison") as the principal point of contact between the Union and Management. The Union will submit proposals, requests to bargain, requests for information, observations, and recommendations to the Liaison for Management's consideration.

#### Article 2 - Effective Date, Duration, and Amendments

Section 1. This Agreement ("CBA") shall be binding between Management and the Union, and will remain in full force effect for three years from the date of approval by Department of Defense. It shall renew at that time for another three year period unless either party notifies the other, in writing, between 105 and 60 days prior to the expiration date, of its intent to renegotiate. If negotiations are not concluded before the contract expires, the current negotiated Agreement will be extended until completion of negotiations and approval of the new Agreement.

Section 2. Termination of the CBA will not, in and of itself, terminate the recognition granted the Union. It is understood by the parties that the CBA shall terminate at any time the Union is no longer entitled to exclusive recognition under 5 U.S.C. Sections 7111 and 7112.

#### Article 3 - Management Rights and Obligations of Management

Section 1. In the administration of all matters covered by the CBA, existing and future laws, federal statutes, government-wide regulations, and other binding outside authorities govern the Parties. This includes published Agency and Employer policies and regulations in existence at the time this CBA was approved that are not in conflict with this CBA.

Section 2. Nothing in this CBA shall affect the authority of the Employer:

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

#### Article 4 - Employee Rights

Section 1. Employees in the Bargaining Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join and assist in Union activities, or to refrain from such activities. This agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of their Supervisor in accordance with applicable laws, regulations or policies, or from choosing his or her own representative in a statutory appeal action. Nothing in this Agreement shall abolish or annul any employee right or

require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. Management shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Agreement, or the grievance procedure set forth in Article 7, for redressing wrongs to an employee.

Section 2. Employees have the right to grieve a supervisor's directive if that directive is grievable; however, they must first comply with the directive, if legal, and then grieve afterward. Grievance procedures are covered in Article 7 of this agreement.

Section 3. Each unit employee, if he/she chooses, may be represented by the Union at any investigatory examination of an employee by Management, if the employee reasonably believes that the examination may result in a disciplinary or adverse action. Employees have the right to be represented by the Union in the presentation of any grievance, as defined in Article 7 Grievance Procedure. Union Members may be represented by the Union in complaints not covered by this Agreement, before other tribunals or forums (for example, EEOC, Office of Special Counsel, MSPB, etc.) if permitted to do so by those rules.

#### Article 5 - Representation

Section 1. Management agrees that the Union has the right to represent all employees in the Bargaining Units in negotiations and meetings with Management on all matters affecting their conditions of employment under this agreement, except as to those rights reserved for Management under 5 U.S.C. Section 7106 and Article 3 of this Agreement.

Section 2. Periodic discussions between Management and the Union can foster good working relationships and keep both parties informed on areas of concern. The parties agree to meet at least twice a year, for not more than an hour, unless both parties agree to extend the meeting beyond one hour. Either party may suggest prior to each meeting that the meeting is not necessary and upon agreement by the other party, the meeting will be cancelled. Department Supervisors will be encouraged and welcome to attend any such meetings.

#### Article 6 - Collective Bargaining Negotiations

Section 1. Both Parties to this Agreement agree to conduct negotiations in good faith. Where Management proposes changes to personnel policies, practices or conditions of employment not covered by the Agreement, the Union will be provided fifteen (15) calendar days prior notice of the proposed changes and given an opportunity to comment. If requested by either party, Management and the Union will meet and discuss the proposed changes. If Management's final proposal is unacceptable to the Union, the Union may request formal negotiations within seven (7) calendar days of notification.

Section 2. Negotiations will be in accordance with subjects appropriate for negotiation except as limited by 5 U.S.C. Sections 7106 and 7103 (a) (14), and other applicable federal laws. If the change itself is not subject to negotiations, its impact upon the employee and procedures for implementing the change may be negotiated, if appropriate.

Section 3. Negotiations may be requested by either party. Such requests shall state the specific subject matter to be considered. Reasonable official time for preparation for negotiations will be mutually

agreed to on a case-by-case basis, based on the number and complexity of the issues to be negotiated. The following apply to negotiations:

- a. Will be conducted during normal Activity hours.
- b. Will be on official time with the Union using designated labor cost codes for Local Union Officials and Stewards.
- c. Will be in a facility provided by Management, unless otherwise agreed upon by both parties.

Section 4. Either party may request the services of the Federal Mediation and Conciliation Service (FMCS) within seven (7) calendar days of the date the parties declare that an impasse has been reached. If FMCS is unable to guide the parties to a resolution of the impasse either party may request the Federal Service Impasses Panel (FSIP) to consider the matter within seven (7) calendar days. Both parties agree to abide by any decisions rendered by FSIP. If the matter is not referred to FSIP, Management may implement the last management proposal after giving the Union thirty (30) calendar day's prior notice.

#### Article 7 - Grievance Procedure

Section 1. The purpose of this article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. It will be the exclusive procedure available to the parties and the employees in the unit for resolving grievances which fall within its coverage.

Section 2. A grievance means any complaint by:

- a. Any employee concerning any matter relating to the employment of the employee; or
- b. The Union concerning any matter relating to the employment of the employee or employees; or
- c. The Employee, the Union, or Management concerning:

(1) The effect or interpretation, or a claim of breach of a collective bargaining agreement.

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

Section 3. Nothing in this article shall prevent employees from using either the negotiated grievance procedure, if applicable, or the statutory appeal procedure; but not both, for matters covered under 5 U.S.C. Sections 4303, 7512, and 2302(b). (Section 4303 covers removals and reduction-in-grade for unsatisfactory performance. Section 7512 covers removals, suspensions for more than 14 days, reduction-in-grade or pay, and furloughs for 30 days or less. Section 2302(b) covers prohibited personnel practices.) An employee shall have exercised his/her option to raise a matter either under the applicable statutory procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable statutory procedures or timely files a grievance in writing in accordance with this article. Nothing in this article shall constitute a waiver of any further appeal or review rights permissible under the statute.

Section 4. This grievance procedure does not apply to the following:

- a. Any claimed violation relating to prohibited political activities; or
- b. Retirement, life insurance, or health insurance; or
- c. A suspension or removal for national security reasons under 5 U.S.C. Section 7532; or
- d. Any examination, certification or appointment; or
- e. The classification of any position which does not result in the reduction in grade or pay of an employee; or
- f. Non-selection for promotion from a group of properly ranked and certified candidates; or
- g. The substance of performance standards of an employee's position which have been established with applicable law and regulation; or
- h. The termination of temporary employees; or
- i. Determination of exemption from the Fair Labor Standards Act.

Section 5. Grievance time limits shall be followed by all Parties. In unusual circumstances, extensions may be granted for good cause shown. However, time limits may only be extended by mutual agreement.

Section 6. If either party considers a grievance to be non-grievable, the original grievance will be amended to include this issue. Management must assert any claim of non-grievability no later than the Step 3 decision.

Section 7. A grievant may be represented only by the Union or by themselves at any stage of the grievance procedure. However, when the grievant elects to represent themselves, the exclusive representative must be given the opportunity to be present at all stages of the grievance procedure.

Section 8. The Union, or an employee or group of employees, wishing to initiate a grievance shall proceed as follows:

Step 1. An employee and/or the Union shall present the grievance to the immediate or acting supervisor in writing (Grievance form included as Appendix A) within thirty (30) calendar days of the date that the employee or Union became aware or should have become aware of the act or occurrence. The immediate or acting supervisor will meet with the employee/representative and provide a written answer within seven (7) calendar days of receipt of the grievance. An employee who grieves an adverse action initiated by Management such as removal, suspension of 14 days or more, or reduction in grade, shall initiate such grievances at Step 3 of this article, unless appealed under a statutory procedure.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the Canal Manager or designee, in writing, within seven (7) calendar days of the Step 1 decision. The grievance must state, in detail, the basis for the grievance and the corrective action desired. The Canal Manager shall meet with the employee and his/her representative within (7) calendar days and provide an answer, in writing, within (7) calendar days of the meeting.

Step 3. If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the Union shall submit the grievance to the District Engineer, or designee, in writing,

within seven (7) calendar days of the Step 2 decision. The District Engineer, or designee, shall meet with the aggrieved employee and his/her representative within twelve (12) calendar days and provide an answer, in writing, within twelve (12) calendar days of the meeting.

Step 4. If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided under this Agreement's article on arbitration. Only the Union or Management may invoke arbitration.

Section 9. Nothing herein will preclude either party from attempting to settle such grievance at the appropriate level.

Section 10. Grievances which impact more than one unit employee may be submitted in writing by the Local President, and may start at Step 2 in the process.

Section 11. Grievances initiated by Management will be submitted in writing to the Local President or his designee. The Local President and the District Engineer or his designee will meet within twelve (12) calendar days after receipt of the grievance to discuss the grievance. The Local President shall give the District Engineer a written answer within twelve (12) calendar days after the meeting. If the grievance is not settled by this method, Management may refer the matter to arbitration as provided under this Agreement's article on arbitration.

Section 12. Reasonable official time will be allowed for employees and Union representatives to present grievances and attend meetings with Management officials, provided the time of meetings and discussions fall within scheduled duty hours. Requests for official time will be in accordance with this Agreement's article on official time.

#### Article 8 - Arbitration

Section 1. Only the Union or Management may refer any grievance that remains unresolved after the final step of the negotiated grievance procedure in this agreement to arbitration. A notice to invoke arbitration shall be in writing to the opposite party. Such notice shall be made within thirty (30) calendar days after receipt of the written decision rendered in the final step of the grievance procedure.

Section 2. Within seven (7) calendar days from the date of the notification, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after receipt of the list to select an arbitrator. If both parties cannot mutually agree upon one from the list of arbitrators, then Management and the Union will each strike one arbitrator's name from the list of five and will then repeat until one name remains. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name will be determined by coin toss. If either party refuses to participate in the selection process, FMCS shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 3. The arbitrator's fee and the expenses of the arbitration, including travel and per diem, if any, shall be borne equally by Management and the Union. Travel and per diem will be paid at not more than the maximum rate payable to DoD employees as per the Joint Travel Regulations. The arbitration hearing will be held, if possible, on Management'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 4. The arbitrator's award shall be binding on the parties. However, either party may file an exception to the arbitrator's award with the Federal Labor Relations Authority (FLRA), as prescribed by the FLRA.

#### Article 9 - Official Time

##### Section 1. Official Time Definition, Requests for Time

a. Management recognizes the Union's obligations to fulfill representational duties. As a result, Union representatives shall be granted official time which is determined to be reasonable, necessary, and in the public interest. Official time is time spent by Federal employees performing representational work for a bargaining unit in lieu of their regularly assigned work. Such time will be granted without charge to leave or loss of pay.

b. Requests for official time shall be made through the Labor Relations Liaison. Official time shall be scheduled with the knowledge and approval of the representative's supervisor. Conflicts involving official time, whether from Management, Union, or both, must be referred to the Labor Relations Liaison. The Labor Relations Liaison will work with any and all parties towards finding a mutually agreeable solution.

c. Official time will not be granted for purposes of conducting internal union business. Internal union business includes, but is not limited to: solicitation of membership in the union; campaigning for union office; conducting elections of union officers; or collection of union dues.

##### Section 2. Training

a. A Union representative may be granted official time to attend training, provided the training is of mutual concern.

b. The Union will submit requests for such use of official time to the Canal Manager thirty (30) calendar days in advance of the date on which the training session is to take place.

##### Section 3. Timekeeping and Reporting

a. When Union representative is granted official time, time will be charged to a specific labor cost code set up for that purpose.

When employees who are not representatives of the Union are granted time to meet with the Union, for example when filing a grievance, time is charged to "overhead". A hazard code is not required, but a remark will be added to record location and meeting (e.g. meeting with Union, Cape Cod Canal).

b. The Union will properly report all official time using the automated time and attendance system.

Official time will be reported in the ENV/HZ/OTH field. There are four categories of official time for timekeeping and reporting purposes in the timekeeping system:

BA - Term Negotiations

BB - Mid-Term Negotiations

BD - Labor/Management Relationship

BK - Grievance and Appeals

### **Term Negotiations and Mid-Term Negotiations:**

The first two categories (codes "BA" and "BB") are only used during formal negotiations of the Collective Bargaining Agreement (CBA).

### **Labor/Management Relationship:**

The third category (code "BD") is for reporting official time hours used for activities not included in the three other categories.

Examples of such activities include: meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union representatives, and union participation in formal meetings and investigative interviews.

Note: OPM refers to this category as "General Labor-Management Relations".

### **Grievance and Appeals:**

The fourth category (code "BK") is for reporting official time hours used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA and EEOC.

Note: OPM refers to this category as "Dispute Resolution".

### **Article 10 - Dues Withholding**

#### Section 1. Voluntary Allotment of Union Dues

- a. Eligible employees covered by this Agreement may voluntarily elect a regular deduction of pay, also known as an allotment, for the payment of Union dues. Any such allotment shall be made at no cost to the exclusive representative or the employee.
- b. In order to pay dues, an employee must be in good standing in the Union, and must have sufficient net salary to cover the amount of dues deduction after the deduction of legal and other required and priority deductions. Dues-paying employees are known as Union Members.
- c. Dues shall not include initiation fees, back dues, fines, or assessments. Management shall forward the remittance of dues withheld, to an account designated by the Union, via Electronic Funds Transfer (EFT).

#### Section 2. Initiation of Deductions

- a. Standard Form 1187 - Request for Payroll Deductions for Labor Organization Dues will be used to start dues deductions. The Union will forward SF-1187's to the Liaison. The Liaison will forward the completed form to Payroll for processing. Forms must be completely filled out and signed by the employee and Union, except for the "For Completion by Agency Only" block, which will be checked by the Liaison.
- b. Management agrees to make payroll deductions effective at the beginning of the next pay period following receipt of a completed SF-1187.

#### Section 3. Revocation of Deductions



a. Standard Form 1188 - Cancellation of Payroll Deductions for Labor Organization Dues will be used to stop dues deduction allotments. The employee will submit the completed, signed copy to the Liaison. The Liaison will forward one copy to Payroll for processing, and one copy to the Union.

b. Except as provided under 5 U.S.C. Section 7115(b), an allotment may not be voluntarily cancelled by an employee for a period of one (1) year from the initial date of election (anniversary date). After such time, requests to cancel payroll deductions shall be made effective in the first full pay period following receipt of the request. The union may allow an allotment to be cancelled before this period of one (1) year under special circumstances, and will notify the Labor Liaison of such a decision in writing along with the request to cancel payroll deductions

c) In accordance with 5 U.S.C. Section 7115(b), an allotment shall terminate when:

(1) The agreement between the agency and the exclusive representative involved ceases to be applicable to the employee; or

(2) The employee is suspended or expelled from membership in the exclusive representative.

A cancellation due to 5 U.S.C. Section 7115(b) is not subject to time limitations such as the one (1) year mentioned above, and will take effect the beginning of the pay period of the precipitating event.

#### Section 4. Notification of Changes

The Union will notify the Liaison if a Bargaining Unit Member has been suspended, expelled, ceases to be in good standing, or otherwise is no longer eligible to pay dues.

#### Section 5. Remittance Listing

A listing of names and amounts withheld for the dues deduction of Members will be provided to the Union upon request.

### Article 11 - Disciplinary Actions

Section 1. Employees are entitled to Union representatives at any examination by Management Officials, if they reasonably believe the discussion could result in disciplinary action and request such representation. Employees will be notified of this right annually in accordance with the Weingarten Act.

Section 2. All proposed disciplinary or adverse actions, except in the case of a letter of reprimand, shall be preceded by a written notice to the Employee who is subject of the action, and this notice shall inform the employee:

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

Section 3. The employee will have a maximum of seven (7) calendar days from receipt of the proposal to transmit a reply to the deciding official. This period may be extended by the deciding official upon request of the employee. Every effort shall be made to approve reasonable requests for extension. The opportunity to reply does not apply to actions taken in the event of an emergency furlough.

Section 4. The deciding official shall be at a higher level than the Canal Manager. Deciding officials must be within the New England District Chain of Command. After investigating the incident and carefully considering the evidence and the employee's response and any mitigating factors, the deciding official shall make an impartial decision on the merits of the case, and will withdraw the proposed action, institute a lesser action, or institute the proposed action.

Section 5. In all cases of suspension, removal, or other disciplinary action by management against any employee covered by this agreement, Management agrees to provide a copy of the proposal and decision letters to the Union within seven (7) calendar days of issuance provided that the employee consents in a signed document to waiving his or her rights under the Privacy Act and any other applicable laws, rules and regulations.

Section 6. The employee shall be advised of their right to appeal the action to the MSPB or grieve under the negotiated grievance procedure, but not both. The appropriate MSPB address and the name of the Union President will be included in the final decision. If the disciplinary or adverse action is found to be unwarranted on appeal, Management will take all required corrective actions accordingly.

Section 7. Counseling is a Supervisor's tool to identify and change performance and/or behavior. The Supervisor may use verbal or written counseling/warning/admonishment to assist an Employee to change performance and/or behavior such as tardiness, excessive unscheduled absence, etc.

#### Article 12 - Hours of Work

Section 1. Management and the Union agree that policy regarding hours of work will be guided by NAE policy contained in NAEER 690-1-601 (Leave, Hours of Duty and Flexible Schedule Program) dated 24 March 2011, except as further modified by this agreement.

Section 2. Employees are classified or divided into three groups:

- a. DAY WORKER. Employees with normal tours of duty occurring between the hours of 0700-1730, Monday through Friday and normally excluding weekends and holidays. When approved by appropriate authority, these employees may work on alternative, compressed or flexible schedules as defined by 5 U.S.C. Section 6122 and OPM regulations.
- b. SHIFT WORKER. Essential employees (Marine Traffic Controllers, Boat Crews, Park Rangers) assigned to 8 hour shifts in order to provide 24 hour a day, 365 days a year coverage, for Canal traffic protection, safety of the public and security of government equipment or property.
- c. ASSIGNED WORKERS. Assigned employees from shift work as day workers in order to complete necessary maintenance work, project support, or during the normal course of a shift rotation within a department Watch Bill.

Section 3. Except when the Canal Manager determines the mission of the agency would be affected in carrying out its functions or costs would be increased, all bargaining unit employees will have their tours of duty arranged to allow two (2) consecutive days off within each administrative workweek. Exceptions will be permitted on a case-by-case basis.

Section 4. Except when the Canal Manager determines that the mission of the agency would be affected in carrying out its functions or that costs would be increased, the following will be adhered to:

- a. The Watch Bill for Shift Workers will be the scheduled tour of duty for those employees. Watch Bills will be developed by Management. Schedules and tours of duty for Shift Workers are subject to change. If a change with either is necessary, five (5) calendar days' notice will be given to the affected employee(s). It is acknowledged by the Bargaining Unit that unanticipated events or emergencies may require short notice for changes. In any case, Supervisors will make a good faith effort to provide as much advance notice as possible.

Section 5. Employees designated as "Assigned Worker" will have their tours of duty arranged to allow two (2) consecutive days off in each administrative work week whenever possible. However, due to situations that may arise, two (2) consecutive days off may not be possible. These employees will have their tours of duty posted at least two (2) weeks prior to the start of the work week.

Section 6. When it becomes necessary to fill unanticipated or short notice vacancies requiring the use of overtime, Management will use the following procedure to select covering personnel:

- a. Split the shift between off-going and oncoming watch personnel
- b. Personnel in an Assigned Worker status
- c. Any other qualified personnel

It is further understood that off-going watch personnel must stay until properly relieved.

Section 7. Paid Breaks. Employees may take one (1) fifteen (15) minute paid break for every four (4) hours of work.

- a. Paid breaks must be taken during the four (4) hours of work they are earned. Paid breaks are NOT accumulated.
- b. Paid breaks cannot be combined with unpaid breaks (mid-day break) and they cannot be taken in the first or last hour of the work schedule or in the hour prior and after a scheduled mid-day break.

### Article 13 - Overtime Work

Section 1. Management shall use its best efforts to make overtime opportunities and assignments available among well-qualified employees. Management reserves the right to direct overtime work or refuse overtime in its sole discretion. If a situation of an emergent nature exists, each employee is expected to make every effort to work a reasonable amount of overtime when necessary.

Section 2. Overtime assignments and opportunities shall be rotated as equally as possible among all well-qualified employees.

Section 3. Employees called in to work outside of their assigned tour of duty shall be paid appropriately in accordance with OPM guidance regarding call-back overtime, 5 U.S.C. Section 5542 (b)(1) and 5 CFR 550.112 (h).

Section 4. Overtime rosters for recurring work (e.g. New Bedford and Fox Point Hurricane Barriers) will be maintained in electronic format for a period of one (1) year and may be reviewed by the Union upon written request.

#### Article 14 - Uniforms, Licenses, Certifications and Examinations

Section 1. Employees who are required to wear uniforms, such as those in Marine Operations (assigned to patrol boat duties) and Natural Resources, will be reimbursed at the maximum allowable rate for the type of uniform worn as determined by USACE guidance. The allowance will be granted annually, determined by the last date of purchase.

Section 2. Employees who require safety shoes/boots, such as those in the Marine Operations Department, Natural Resources Department, Maintenance Department, Electrical and Electronics Department and the New Bedford Hurricane Barrier, will be reimbursed at the maximum allowable rate for safety shoes/boots as determined by USACE guidance. The allowance will be granted on an annual basis, determined by the last date of purchase.

Section 3. Employees who are required to be licensed or certified by policy, regulation or position description will be reimbursed for any training costs associated with maintaining said license(s) or certification(s). Coordination for this reimbursement will be done in far as advance as practicable and with prior supervisory approval.

Section 4. Employees who are required to complete a physical examination and/or medical tests in order to renew license(s) or certification(s) will be reimbursed for any costs or fees associated with required physical examinations or medical tests. Coordination for this reimbursement will be done in far as advance as practicable and with prior supervisory approval.

Section 5. Employees who are required to be licensed or certified by policy, regulation or position description will be given reasonable time when in a duty status to renew those license(s) or certification(s). Coordination will be done in far as advance as practicable and with prior supervisory approval.

Section 6. Employees who are required to complete a physical examination and/or medical tests in order to renew license(s) or certification(s) will be given reasonable time when in a duty status for this purpose. Coordination will be done in far as advance as practicable and with prior supervisory approval.

#### Article 15 - Leave Administration

Section 1. Management and the Union agree that policy regarding leave administration will be guided by applicable Federal and District regulations, except as modified by this Agreement.

Section 2. Accrual of annual leave is an Employee's right. However, the use of annual leave is subject to the prior approval of the supervisor. Annual leave shall be earned and accrued in accordance with appropriate statutes and regulations.

Section 3. Requests for annual leave will be submitted at least two (2) weeks in advance. Employees shall make every effort to resolve conflicts over date(s). If no resolution can be reached, final decision will be in favor of the employee having the earliest Service Computation Date for Leave. Planned leave schedules will be displayed within each Department; electronic schedules in a shared folder or computer drive will suffice for posting purposes.

Section 4. Posting of the planned leave schedule shall not be misconstrued as automatic approval of annual leave requests. Every effort will be made to post the projected annual schedules by December 31st of the previous year.

Section 5. Approval of annual leave for emergency reasons shall be considered on an individual basis.

Section 6. Sick Leave. It is the responsibility of an employee who is incapacitated for duty to notify his/her Supervisor, or designee at the work site as soon as possible but not later than thirty (30) minutes before he/she is scheduled to report for duty. In the case of Shift Workers, notification will be made to the Supervisor not later than one (1) hour prior to the scheduled shift. During weekends or holidays, notification will be made to the Duty Marine Traffic Controller not later than two (2) hours prior to the scheduled shift. An employee must continue to contact his/her supervisor each day absent for sickness unless the supervisor relieves the employee from the requirement.

Section 7. For absences in excess of three (3) days, or for a lesser period when determined necessary by Management, an employee may be required to provide a medical certificate or other administratively acceptable evidence. An agency may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence.

Section 8. Tardiness and Brief Absence. The treatment of tardiness will vary depending upon the facts and circumstances of each individual case. Employee tardiness is chargeable to leave except that tardiness and unavoidable absence from duty of less than one (1) hour may be excused for adequate reasons. When employees are chronically tardy or otherwise absent from duty without adequate excuse, such absences and tardiness may be charged to annual leave, leave without pay, or AWOL, as appropriate and may become the basis for disciplinary action. Periods of leave, absence without leave (AWOL) and leave without pay (LWOP) may be charged in multiples of 15 minutes.

#### Article 16 – Contracting Out of Bargaining Unit Work

Section 1. Management has the right to determine what items of work will be contracted-out in fulfilling Project mission. Management agrees to inform the Union immediately when contemplating the possibility of contracting-out bargaining unit work and will continuously keep the Union apprised of the development of the consideration to contract-out.

Section 2. When Management determines that unit work will be contracted-out, the Canal Manager will meet and confer with the Union concerning the impact on bargaining unit employees. Appropriate Department Heads and Supervisors should be encouraged to participate in this process.

Section 3. Management shall maximize in-sourcing of work functions unless that work is beyond the Project's skill sets or the out-sourcing of such work is more cost-effective for the Government.

#### Article 17 - Health and Safety

Section 1. Management will encourage employees to work safely, including but not limited to establishing training programs to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Management will instruct employees in safe working habits as appropriate, and in practices and procedures with regard to specific job assignments. Management will ensure that manuals and regulations relating to safety and health are available to all employees. When an employee feels that he or she is subject to conditions so unsafe or adverse that a short-term exposure to such conditions could be detrimental to health or safety, the Commander's Policy for Safety and/or available Army or OSHA information should be used for guidance. An employee must advise his/her supervisor that he/she believes conditions pose sufficient risk to warrant stopping work and leaving the area if he/she feels the risk is too severe to stay in that environment.

Section 2. The Union agrees that Management can use and require employees to use various communication tools (phone and/or email) and collect point of contact information for the purpose of notifications between employees and Management in the instance of emergency, health, safety, terrorist threats or activities, or weather-related issues. Management will protect this personal employee information and use it only in appropriate circumstances.

Section 3. Management and the Union shall negotiate on the implementation of any proposed changes or recommendations relative to safety and health policies and/or standards. Whenever a risk cannot be promptly abated, Management shall notify the Union of the existence of the risk, including a schedule of specific interim steps to protect employees.

Section 4. Employees are required to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Management will protect from reprisal any employees who in good faith identify hazards, or raise safety and health concerns.

Section 5. Management shall allow one (1) member of the Union to serve on the District Safety and Health Committee. The Union reserves the right to designate said individual. The preferred method of attendance will be by call-in. If the Union intends to speak on a safety issue, it may send a representative to the HQ location.

Section 6. Employees shall wear such protective equipment at all times while engaged in activities when wearing of such personal protective clothing and equipment is required by Management or specified by law or regulation. Repair or replacement of issued safety gear shall be provided by Management if said gear is worn out, lost, or stolen as long as the employee was not at fault. Employees are responsible and accountable for all properly assigned organizational equipment. For those employees engaged in field work where dangerous animals and insects are commonly present, the Activity will provide specific counter-measures upon request by affected employees.

Section 7. Management will comply with USACE, Army, and DoD regulations to protect employees from hearing loss and/or damage due to excessive noise. Employees may report exposures to noise and request appropriate noise abatement procedures and/or Personal Protective Equipment (PPE) which the Activity shall provide.

Article 18 - New Employee Orientation

Section 1. Each eligible new employee shall receive a hand-out of information referencing the Local and an electronic location of this Agreement. The Union will provide Management with a master copy containing all of the necessary information along with a list of Union points of contact.

Section 2. A Union representative will be allowed a reasonable amount of time during the new employee orientation session to meet with new employees, present information about the Bargaining Unit and answer questions. A reasonable amount of time would normally be no more than one hour and the meeting should be scheduled.

#### Article 19 - Position Description and Classification

Section 1. Each employee is entitled to a complete and accurate position description that reflects the actual and intended duties of the position. The duties and responsibilities of each position, as documented in the position description, are determined by Management. Position descriptions and the classification of position descriptions will be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and appropriate Army guidance.

Section 2. Management has the right to assign work. The statement "Performs other duties as assigned" will appear as an unnumbered paragraph in the job description to make clear that the assignment of duties to employees is not limited by the context of the position description.

Section 3. Position classification is a management right. Bargaining unit members may consult with their supervisor at any time on an informal basis for the purpose of obtaining, correcting, or clarifying their job description. If an employee is dissatisfied with their position description, he/she, after exhausting the remedies within this Article, has the right to appeal the matter through the appropriate outside appeal process and may be assisted by the Union.

Section 4. An Employee who believes that his or her position description is inaccurate or improperly classified shall have the right to request that their supervisor review the position description and/or classification. If the supervisor and employee agree that the position description should be revised, the supervisor shall re-draft the position description and submit the new draft up the appropriate District chain of command for review within a reasonable amount of time of the request, not to exceed 20 days from submittal of the corrected draft unless granted an extension by the Commander or Deputy Commander.

Section 5. Classification is a Management right. However, if the supervisor and employee do not agree upon the position description or classification; or the supervisor does not respond to the employee's request for review within twenty (20) days, the employee should contact the Canal Manger for resolution, and may elect to have a Union representative present. The Canal Manager will provide an answer within twenty (20) days unless an extension is granted by the Commander or Deputy Commander. If the position description/classification issue remains unresolved, the Employee may appeal through DOD to OPM, or may appeal directly to OPM.

#### Article 20 - Merit System Promotions and Details

Section 1. Promotions and details to positions will conform to Merit Promotion Procedures, 5 CFR 335.103 (b) (I) and all other applicable laws and regulations. Management will ensure that all qualified people have equal opportunity for promotion in accordance with Equal Opportunity Employment policy.

Section 2. Equal consideration will be given to all employees within the Activity who apply, consistent with provisions of the Merit Promotion Procedures and all other application and/or hiring requirements. Management will not be precluded by anything in this agreement from using non-competitive hiring laws, rules and procedures.

Section 3. Management assigns details as a management right to assign work and understands that neither details nor the position classification process will be used as a method to circumvent competitive promotions. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be fully relevant to such positions, as determined by appropriate laws, regulations, rules and procedures.

Section 4. Management has the right to assign work, in accordance with 5 U.S.C. Section 2302, to best meet the requirements of the Activity's mission. Employees to be detailed shall be given at least a three-day advance notice before assignment to the new position. Details of thirty (30) days or more shall be recorded in the employee's e-OPF.

Section 5. An employee temporarily placed in a higher grade position or assigned to a group of duties warranting a higher grade shall be temporarily promoted, if qualified, and meets all other requirements (e.g. time in grade), and shall be paid commensurate with the position or duties from the first day of the assignment, provided it is known in advance that the temporary assignment will last thirty (30) days or more. Temporary promotions of one hundred twenty one (121) days or more will be made based on appropriate competitive or non-competitive procedures.

#### Article 21 - Use of Official Facilities and Equipment

##### Section 1. Union Office Space

a. AFGE Local 0230 will be authorized union space at the facility at the Cape Cod Canal Field Office in Buzzards Bay, Massachusetts, on an as-needed basis for communications that are of mutual benefit, such as those necessary for grievance processing or communications with Management.

b. The Agency will ensure that the following are available to the Union on an as-needed basis:

1. Appropriate office space with a desk and chairs
2. Telephone commensurate with that available in the local facility
3. Four drawer locking file cabinet

c. In addition the Agency will allow access for Union Officers and Stewards to a standard workstation with internet, intranet and approved software, printer, fax machine or other electronic devices for authorized representational duties, when such use does not interfere with Agency requirements.

d. Where union space is not provided, representatives will be provided, upon request, access to private space within the vicinity of the work area for purposes of meeting with and consulting with bargaining unit employees on representational matters.

##### Section 2. Meeting Space



a. At the request of the Union, the Agency will provide the Union with adequate facilities on Government property for official meetings of the Local during non-duty hours of the employees when such space is available. The Local President or designated representative of the Local will request the location from the Canal Manager or designee at least three (3) days in advance of the meeting.

b. The Local Officers or Stewards will be allowed the use of a Government telephone line in the Canal Conference Room for the purpose of conducting labor-management activities of mutual interest to the Agency and the Union.

### Section 3. Electronic Mail/Bulletin Board

a. The Union will be provided two (2) bulletin boards or adequate space on existing bulletin boards in areas normally used for communicating to employees - the location of such bulletin boards will be in the Maintenance Building and the Administration Building. The Union agrees to be fully and solely responsible, in terms of accuracy and adherence to ethical standards, for material that it posts including any statement made against an individual or organization.

b. The Agency's internal mail system, including electronic mail, may be utilized by the Union in conjunction with official representational duties.

### Section 4. Distribution of Union Literature

Official publications of the Union, which may include newsletters, fliers, or other notices, may be distributed on Agency property by Union representatives during approved official time or non-duty hours. Where available, Union representatives will use centralized employee mail slots/drops to distribute Union publications. Distribution shall be accomplished so as to not disrupt operations. All such materials shall be properly identified as official Union issuances. Publications that address internal Union business must be distributed on non-duty time.

### Article 22 - Employee Assistance Program

Section 1. Management and the Union are concerned with the accomplishment of installation missions and the need to maintain productivity. Excessive use of alcohol or other substance abuse when it interferes with the assigned duties, reduces dependability, or reflects discredit upon the installation, becomes the legitimate concern of both Management and the Union. Recognizing that alcoholism and other substance abuses are preventable and treatable illnesses that can afflict people in all grades, it is to the advantage of both Management and the Union to assist personnel in recovering from these illnesses. If substance abuse is suspected, counseling will include an offer of assistance through a mental health professional or the Employee Assistance Program (EAP) as described in this Agreement. Counseling with an EAP counselor is strictly confidential unless the Employee implies or directly threatens to harm himself/herself or others, divulges information such as evidence of child abuse or illegal drug use, or any other situations where release is required by law.

Section 2. Management and the Union will support the Employee Assistance Program (EAP) which serves both Management and the Union.

Section 3. Use of the EAP to help employees take advantage of the confidential counseling and referral services to alleviate personal problems will be encouraged by both Management and the Union.



**Appendix A**  
**GRIEVANCE FORM**

American Federation of Government Employees

Local: \_\_\_\_\_

Grievance Case Number: \_\_\_\_\_

Name of Employee: \_\_\_\_\_

Project: \_\_\_\_\_

Position: \_\_\_\_\_ Department: \_\_\_\_\_

Date Incident Occurred: \_\_\_\_\_ Date Presented: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Statement of Grievance by Employee (add continuation pages as necessary):

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Sections of Agreement, Agency Regulations, Federal Regulations, etc. violated and how:

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What adjustment or resolution is expected?

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Steward's Signature and Date: \_\_\_\_\_

Employee Signature and Date: \_\_\_\_\_