

**Agreement Between  
U.S. ARMY ENGINEER DISTRICT  
WALLA WALLA, CORPS OF ENGINEERS  
and  
LOCAL 181 of the NATIONAL FEDERATION of FEDERAL EMPLOYEES**

**PREAMBLE**

This Basic Agreement constitutes an Employee-Management Cooperation Agreement between the District Engineer, U.S. Army Engineer District, Walla Walla, hereinafter referred to as the "Employer" and Local 181 of the National Federation of Federal Employees, hereinafter referred to as the "Union." Pursuant to the labor-management relations policy set forth in Title VII of the Civil Service Reform Act of 1978 (Federal Service Labor Management Relations statutes), and subject to all applicable laws and regulations, this agreement is entered into between the Employer and the Union.

**ARTICLE I  
CONSULTATION AND NEGOTIATION**

**1.1 Consultation.** The Employer and the Union have the responsibility to conduct consultations in good faith. They agree to make every reasonable effort to resolve all the differences which may arise in the administration of this Agreement. Either party desiring or having a need to consult with the other relative to interpretation or application of this Agreement shall give timely notice to the other party. Consultation shall take place as soon as practicable. The Union, by its participation in consultation, does not waive its rights to negotiate on appropriate matters. Management will inform the Union of proposed reorganization/realignment actions in advance of releasing official oral or written information to employees or the public. The management notice to the Union will provide details of the nature of the action(s) to be taken and the anticipated schedule for implementation.

**1.2 Scope of Negotiation.** The Union will be afforded the opportunity to negotiate with respect to changes of personnel policies and practices related to working conditions. Appropriate arrangements for bargaining unit employees adversely affected by the exercise of management rights will be negotiated with the Union.

**1.3 Negotiations.** The Employer and the Union shall meet when requested by either party to confer or negotiate with respect to proposed changes in personnel policies and practices related to conditions of employment which are within the discretion of the Employer. The obligation to meet and confer does not include matters contained in 5 U.S.C. 7106 a. and b.

**RULES FOR NEGOTIATION**

a. The Employer will provide the Union adequate time to respond to proposed changes.

b. Requests for negotiations shall state specific subjects to be discussed in the proposed negotiation sessions.

c. Prior to any negotiation, the parties will meet to set up mutually agreeable ground rules.

**1.4 Impasse.** When the parties to this agreement cannot agree on a negotiable matter, either or both parties may seek the service of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party or both may seek the services of the Federal Service Impasse Panel in resolving the issue(s).

## **ARTICLE II CONTRACTING OUT**

The Union will be kept fully informed and their involvement in the Commercial Activities (CA) process encouraged in accordance with ER 5-1-3 and NPWOM 5-1-4 as they exist or are amended. Twenty-five (25) copies each of ER 5-1-3 and NPWOM 5-1-4 will be furnished to the Union. The Employer further agrees that, if the agency decides to contract out any of its functions performed by bargaining unit employees, it will make reasonable efforts to reassign or retrain to minimize the adverse consequences of its decision on those employees. The Union agrees that any appeal involving the contracting out shall be processed exclusively through the administrative appeals procedure provided by the Federal Acquisition Regulation, OMB Circular No. A-76 (Performance of Commercial Activities), and implementing Army Regulations. The administrative appeals procedure is equally available to all parties potentially affected by the decision.

## **ARTICLE III DISCIPLINARY AND ADVERSE ACTIONS**

**3.1 General.** Disciplinary and adverse actions against employees will be based on just cause, will be consistent with AR 690-700, Chapter 751 (in effect on date contract is signed), and are intended to motivate all personnel in the maintenance of reasonable standards of conduct.

**3.2 Representation.** Employees of the bargaining unit are entitled to Union representation at any investigation which they reasonably believe may result in disciplinary action being taken against them. If the employee requests such representation, no further questioning will take place until the Union has been afforded the opportunity to be present.

## **ARTICLE IV DUES DEDUCTIONS**

### **4.1 Union Obligation.** The Union agrees to:

a. Procure and distribute to its members the standard allotment form prescribed by the Comptroller General (SF 1187). An allotment may be submitted to the Central Payroll Office at any time. The allotment will be effective on the first complete pay period for which the deductions may be made or on a later date if requested by the Union member.

b. Deliver the completed copies of SF 1187 to the Central Payroll Office, Northern Area, P.O. Box 1439 Downtown Station, Omaha, Nebraska 68101

c. Educate its members in the program for allotment for payment of dues, its voluntary nature and the uses and availability of the required forms.

d. Certify to the Central Payroll Office the amount of its dues. (Dues are the regular period amounts required to maintain an employee as a member in good standing of the Union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues). Such amounts will be shown on the authorization form at the time the Central Payroll Office initially receives it. The amounts will remain unchanged until the Union certifies to the Central Payroll Office that the amounts of the regular dues have changed. Such changes will not be made more frequently than once each twelve (12) months. Upon receipt of such a certification, the Central Payroll Office on the first complete pay period for which the deductions may be made after receipt or on a later date if requested by the Union, will begin to withhold the certified amount of dues.

e. Promptly notify the Central Payroll Office in writing when a Union member of the Unit is expelled or for any reason ceases to be a member in good standing. If such notice is delivered later than two (2) working days prior to the close of the pay period, the Union will accept the allotment for the former member and will reimburse him therefore.

f. Designate in writing, to be furnished the Central Payroll Office the name, title and address of the specific officer of the Union authorized to receive remittance checks for allotment dues withheld. This designation may be changed by appropriate written notice to the Central Payroll Office, such notice to be given at least fifteen (15) days prior to the effective date of new designation.

### **4.2 Employer Obligation.** The Employer agrees to:

a. Withhold from the pay of an employee the amount stated in the SF 1187 submitted by and for such employee via the Union.

b. Remit the dues withheld biweekly to the designated officer of the Union, together with a listing of names of allottees and the amounts withheld.

**4.3 Duration.** It is jointly agreed that:

a. Allotments arising under this agreement will remain in effect as long as the Union is the exclusive representative for the unit and as long as the agreement remains in effect unless otherwise suspended or terminated by an authority outside the Department of Defense. Termination will be effective at the beginning of the first pay period commencing after advice is received of loss of recognition, or after the agreement expires, or after the agreement is suspended or terminated by an authority outside of Department of Defense.

b. An allotment shall be terminated when an employee leaves the unit as a result of any type of separation, transfer, or other personnel action, other than temporary promotion, detail or temporary duty assignment. Termination will be effective about the date of separation or transfer. Full deduction will be withheld for the pay period during which the separation or transfer takes place if the employee has sufficient earnings.

c. An eligible employee may at any time revoke his allotment for payment of dues to be effective in the first full pay period only following the anniversary date of the employee's signing date and yearly thereafter. Revocation may be accomplished by completing SF 1188 (Revocation of Voluntary Authority for Allotment of Compensation for Payment of Employee Organization Dues). Allotment revocations forms (SF 1188) can be obtained from the Union. Completed forms will be forwarded to Central Payroll Office by the Union.

**ARTICLE V  
EFFECTIVE DATE, TERM, AND AMENDMENTS**

**5.1 Effective Date and Term.** This agreement will become effective on the date it is approved by HQUSACE or thirty 30 days after signature by the District Engineer if no action is taken by HQUSACE. It shall remain in force for three (3) years from the date of approval and from year to year thereafter unless either party shall notify the other party in writing no more than one hundred five (105) days or less than sixty (60) days prior to such date or to any subsequent anniversary date of either party's desire to terminate or renegotiate this Agreement and any supplements thereto. Where the renegotiation of the Agreement is in progress and will not be completed by the anniversary date, the Agreement may be extended by mutual agreement for a specific period sufficient to complete negotiations.

**5.2 Changes.** After this agreement has been in effect for two (2) years, either party may request negotiations on a change to one article by giving the other party sixty (60) days notice of that intent. The party not requesting negotiation of an article will be afforded the opportunity to choose an additional article for renegotiation. Changes must be approved by HQUSACE.

**5.3 Supplements.** Supplements to this Agreement will be executed upon the mutual agreement of both parties whenever necessary or desirable and approved by HQUSACE.

## **ARTICLE VI ENVIRONMENTAL DIFFERENTIAL PAY**

Employees will be paid environmental pay in accordance with FPM Supplement 532-1, Appendix J, or FPM Chapter 550, when exposed to hazardous conditions or materials as identified in those FPM's.

## **ARTICLE VII EQUAL EMPLOYMENT OPPORTUNITY**

7.1 The Employer and the Union agree that they will continue to work cooperatively to assure that all employees are afforded equal employment opportunity and that discrimination on the basis of race, sex, color, religion, age, or national origin is eliminated.

7.2 The Union will be represented by one bargaining unit member on each of the EEO Advisory Committee and Special Emphasis Programs Committee. The representative will be recommended by the Union, and approved by the Employer. If a Union recommendation is disapproved, the Union may submit another name for consideration.

## **ARTICLE VIII GENERAL PROVISIONS**

**8.1 Recognition and Unit Designation.** The Employer recognizes that the Union is the exclusive bargaining representative for all employees included within the bargaining unit. The recognized bargaining unit includes, and this agreement applies to and covers:

**INCLUDED:** All General Schedule and Wage Grade employees in the U.S. Army Corps of Engineers, North Pacific Division, Walla Walla District.

**EXCLUDED:** All professional employees, management officials, supervisors, employees paid from the special Northwest Power Rate Schedule, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

### **8.2 Purpose.**

a. This agreement defines certain roles and responsibilities of the parties hereto, states policies and methods that govern working relationships between the parties and

identifies subject matter of proper mutual concern to the parties. They enter into this agreement for the following reasons:

(1) To promote the continued development and implementation of productive work practices, to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

(2) To facilitate the adjustment of grievances, complaints, disputes, and impasses.

(3) To provide for employee-management cooperation.

b. The Employer and the Union recognize that they have a common interest in the maintenance of effective supervisor-employee communications, the correction of conditions causing grievances, complaints, and misunderstandings, the encouragement of courtesy in relations of employees with the public, the safeguarding of health, the prevention of hazards to life and property, the betterment of employment conditions, and the strengthening of employee morale in the unit.

c. It is recognized by both parties that they must exercise good judgment to establish the constructive relationship which this agreement is designed to bring about.

### **8.3 Definitions.**

a. Consultation: To inform and discuss proposed changes in the conditions of employment with the Union.

b. Negotiation: The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to bargain in a good faith effort to reach agreement on appropriate issues relating to the conditions of employment affecting employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to does not compel either party to agree to a proposal or to make a concession.

c. Impasse: The inability of representatives of the Employer and the Union to reach agreement through the negotiation process.

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

e. Amendments: Modifications of the basic Agreement to add, delete, change portions, sections, or articles of the agreement.

f. Supplements. Additional articles, negotiated during the terms of the basic Agreement, to cover matters not covered by the Basic Agreement.

g. Grievance: Means any complaint specified as a grievance:

(1) By any employee concerning any matter relating to the employment of the employee;

(2) by the Union concerning any matter relating to the employment of any employee; or

(3) by any employee, the Union or the Employer concerning:

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

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

h. Emergency Situations: A situation which imposes sudden, immediate, and unforeseen work requirements on the Employer as a result of natural phenomenon or circumstances beyond the Employer's control or ability to anticipate.

i. Union Official and/or Union Representative: Any accredited National Representative of the Union and the duly elected or appointed officials of the Union.

j. Authority: The Federal Labor Relations Authority (FLRA) established by the Civil Service Reform Act (CSRA) of 1978.

k. Days: When the term days is used in this agreement it means calendar days unless specifically stated otherwise. If time limits for actions are specified in numbers of days and the last day is a nonworkday, the time limit will be extended until close of business of the next workday.

l. Supervisor: Means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline or remove employees, to adjust their grievances, or to effectively recommend such action if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment (5 U.S.C. 7103).

**8.4 Controlling Authority.** This agreement is subject to the following requirements:

a. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authority, including policies set forth in the Federal Personnel Manual; by published Department of the Army policies and regulations in existence at the time the agreement was approved; and by subsequently published Department of the Army policies and regulations required by law or by regulations of appropriate authorities.

b. Both the Employer and the Union agree to conform with Title VII, CSRA (PL 95-454).

## **ARTICLE IX GRIEVANCE PROCEDURE**

**9.1 Common Goal.** The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner at the lowest supervisory level.

**9.2 Purpose.** The purpose of this procedure is to provide for orderly resolution of complaints by the employees, the Union, or the Employer.

**9.3 Scope.** This negotiated grievance procedure shall be the exclusive procedure for resolving complaints included in its coverage. Grievable matters include violation of laws, collective bargaining agreement, conditions of employment, prohibited personnel practices, and adverse actions. Exclusions from the grievance procedure shall be:

- a. Any claimed violation relating to prohibited political activities; or
- b. retirement, life insurance or health insurance; or
- c. suspension or removal for national security reasons, Section 7532, Title VII CSRA; or
- d. any examination certification, or appointment; or
- e. the classification of any position which does not result in the reduction of pay of any employee; or
- f. termination of probationary or temporary employees; or
- g. a preliminary notice of action which, if effected, would be covered under this grievance procedure or be appealable under statutory procedures; or
- h. non-selection from a group of properly ranked and certified candidates; or
- i. reduction in force (RIF) procedures; or
- j. mistakes in dues deduction withholding by Central Payroll.

**9.4 Application.** The Employer and the Union recognize that grievances may be personal in nature and that aggrieved employees have the right to present their own grievances. A grievance may be undertaken by the Union, and employee, or a group of employees. If two or more employees have substantially identical grievances and wish to pursue them under this Article, the Union, after consulting with the Employer's MER Officer, may file its own grievance for all concerned employees. Only the Union may represent employees in such grievances; however, any employee or group of employees may personally present a grievance and have it adjusted without

representation by the Union provided the Union is given the opportunity to be present at all grievance proceedings.

**9.5 Choice of Grievance Procedures.** Matters related to unacceptable performance, removal, reduction in grade or pay, suspension longer than fourteen (14) calendar days, furlough up to thirty (30) calendar days or less which also falls under the negotiated grievance procedure may, at the discretion of the aggrieved employee, be raised either under the appellate procedures of the Merit System Protection Board or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his option at the time he timely files the notice of appeal under the appellate procedures or timely files a written grievance under the negotiated grievance procedure, whichever occurs first.

**9.6 Procedure.** The following procedures are established for the resolution of grievances:

a. Step 1: The grievance shall first be taken up by the grievant (and representative or steward, if the grievant elects to have one) with the immediate supervisor, or at the lowest level management official with authority to render a decision. If the employee is grieving against his immediate supervisor, he may elect to advance to step 2 of this procedure.

(1) The grievant (either employee or Union) shall notify the immediate supervisor of the grievance within fifteen (15) working days of the date when the grievant became aware of the problems. This notification shall be in writing.

(2) The written presentation of the grievance must contain the following information:

(a) The identity of the aggrieved employee and the work group in which he/she is employed.

(b) The details of the grievance and a brief summary of what action has been taken.

(c) The date the employee became aware of the violation and the date the grievance is submitted.

(d) The article(s) of this Agreement, law, rules and/or regulations allegedly violated, or the incident to which the grievance applies.

(e) The remedy desired.

(f) The name of the Union or personal representative, if any.

The supervisor shall have ten (10) working days to attempt to resolve the grievance and shall notify the grievant of his decision. This notification shall be in writing.

b. Step 2: Within five (5) working days after receipt of the decision on this grievance, or expiration of the time limit if no reply is received, the grievance may be presented by the aggrieved or his representative to the next higher level of management for review and possible resolution. The supervisor shall have ten (10) working days to attempt to resolve the grievance and shall notify the grievant of his decision. This notification shall be in writing.

c. Step 3: If the grievant is not satisfied with the decision rendered at this level of review, the written grievance may be submitted to the District Commander or his designee within five (5) working days. The District Commander or his designee will attempt to resolve the grievance expeditiously. The written decision will be given the aggrieved employee within twenty (20) working days of the management official receiving the grievance.

d. Step 4: If this decision on a grievance processed under this procedure is not satisfactory, either the Employer or the Union, either as grievant or as representative of the employee grievant(s), may refer the issue to arbitration. The notice referring an issue to arbitration must be in within 10 workdays following receipt of the decision by the aggrieved party.

## **9.7 Arbitration.**

Selecting the Arbitrator: Within five (5) workdays from the date of receipt of a valid arbitration notice, the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The parties shall meet within three workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will alternately strike one arbitrator's name from the list of five (5) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. First strike will be alternated with Union striking first on first arbitration proceeding. The party requesting arbitration may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Procedure: If the parties fail to agree to a joint submission of the issue for the arbitrator, each shall make a separate submission and the arbitrator shall determine the issue or issues to be heard. Questions as to the grievability or arbitratability shall be raised immediately with the arbitrator in the same proceedings as the arbitration of the grievance on its merits. The arbitrator shall render his decision expeditiously. The arbitration hearing will be held on or near the Employer's premises during the regular day shift hours of the basic work week. Employee participants in the hearing shall be in a duty status. Any dispute over the interpretation or application of the arbitrator's award shall be returned to the arbitrator for settlement, including remand of awards.

**Expedited Arbitration:** When both parties agree on the facts and a hearing would serve no useful purpose, then each party may submit their arguments to the arbitrator with a written request for a decision based on the facts. A mutually agreeable time limit for decision may be imposed on the arbitrator.

**Arbitrator's Decision:** The arbitrator's award shall be binding on the parties, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority. When an exception is filed, implementation of the award shall be stayed until such time as the authority renders a decision. The arbitrator shall have no power to add to or subtract from, disregard or modify any of the terms of this agreement.

**Fees:** The arbitrator's fee and expenses of the arbitration will be borne equally by the parties.

**9.8 Time Extensions.** If mutually agreed upon in writing, the time frame specified in the Article for an individual grievance may be changed. If the Employer fails to meet the time limits specified, the grievance will automatically advance to the next step of grievance procedure. If the grievant fails to advance his/her grievance from one step to the next within the specified time limits, the grievance will be considered resolved.

## **ARTICLE X HOURS OF WORK, BASIC WORK WEEK, AND OVERTIME WORK**

**10.1 Hours of Work.** Hours of a 24-hour period during which an employee accomplishes his regularly assigned duties.

**10.2 Workweek.** Basic workweek is the assigned work days within an administrative workweek.

**10.3 Administrative Workweek.** Generally, an administrative workweek shall consist of seven (7) consecutive days, starting at 0001 hours on Sunday and continuing to 2400 hours on the following Saturday night.

**10.4 Tour of Duty.** Tour of duty is defined as the days and hours within an administrative workweek, established in advance, during which the employee is required to perform services.

**10.5 Shift Schedule.** A shift schedule is an arrangement of tours of duty on a regular repetitive basis to provide for the orderly accomplishment of an operation.

**10.6 Overtime.** Overtime will be paid in accordance with applicable provisions of the Fair Labor Standards Act and Title 5, U.S.C. and the Flexible and Compressed Work Schedule Act of 1985 as they exist or are amended by the Congress of the United States.

**10.7 Standard Office Hours.** Standard office hours shall be established at District, Project, Resident, and Construction Offices. Office hours will be established and adjusted by the administrative head of each office, but must include a business core of 0800-1530, Monday through Friday at each office location.

**10.8 Alternative Work Schedules.** Alternative Work Schedules system in the District consists of two (2) components: the Variable Workday Plan and, for crews only, the Compressed Work Schedule.

**10.9 Variable Workday Plan.** The variable workday is a flexible duty schedule for Monday through Friday under which eligible employees may vary arrival and departure times on a pay period basis to accumulate “credit hours” for the purpose of shortening the workweek. Variable schedules must be approved in writing and in advance by the employee’s supervisor. The actual time record will be kept on ENG Form 4704 (or successor form).

a. Schedule: Listed below is the current authorized variable workday plan schedule for the District office.

Variable Band	Core Time	Variable Band
0630-0900	0900-1500	1500-1800

b. Core Time: All employees must be present for duty during core hours unless specifically excused. Core hours consist of 0900-1500 Monday through Friday.

c. Daily Work Requirement: All employees are responsible for completing a daily work requirement of 8 hours, Monday through Friday, or if part-time, their prescheduled hours of work. Completion of the work requirement may consist of actual work performance or any combination of work performance and the use of credit hours or approved leave. A minimum lunch period of thirty (30) minutes must be included in the workday schedule between 1100 and 1300 hours. Employees may extend the lunch period if they have secured supervisory approval. In no case will employees be allowed to work more than ten hours on any workday.

d. Credit Hours: Credit hours may be accumulated on a pay period basis. Credit hours are the duty hours worked voluntarily, with supervisory approval, in excess of the 8-hour daily requirement. Credit hours may be earned in whole hour increments and used in quarter hour increments. Credit hour accumulation for full-time employees is limited to 20 hours within any pay period. Carryover to a succeeding pay period is limited to 24 hours. It is the responsibility of each employee to insure that he/she does not accumulate credit hours in excess of the allowable limit. Part-time employees may also accumulate credit hours in excess of their daily work requirement. Part-time employees may accumulate credit hours equal to the ratio of credit hours/work hours allowed for full-time employees.

e. Use of Credit Hours: Use of credit hours is restricted to that which has been earned. Employees may not "borrow" credit hours. All use of credit hours is subject to supervisory approval.

f. Exception: Employees assigned to nonstandard shifts or different tours of duty may request participation in the variable work plan program. Variable work plan provisions (standard work week, core hours) would not apply in such cases.

**10.10 Compressed Work Schedule.** A compressed work schedule utilizing a 5-4-9 or seasonal combination 4-10/5-4-9 work schedule may be established in lieu of the standard work week provided that a majority of the crew members indicate their compressed schedule preference via ballot conducted by their supervisor. Crew composition determinations will be made by the crew supervisor with due consideration given to the interdependence of the crew members.

**10.11 Compressed Workplan Termination.** If a compressed work plan schedule creates an adverse impact or more than one bargaining unit employee at any duty station claims hardship, the Employer will consult with the Union before taking action to terminate the compressed schedule. If the compressed work schedule is terminated by Government-wide regulation or law, this agreement will conform to applicable laws and regulations. If the Employer terminates the compressed work schedule for adverse impact, the crew may petition the Employer to continue the program. The Employer will determine the crew's tour of duty following Employer termination of a compressed schedule. If the crew petitions the Employer to continue the terminated schedule, 80 percent of eligible crew members must vote for continuation of the compressed work schedule. If the crew votes to continue the compressed work schedule, an arbitration panel will be convened. The panel will consist of one Employer representative, one representative from the bargaining unit, and a neutral arbitrator appointed by the District Commander. This panel will schedule a meeting twenty (20) working days after termination of the compressed work schedule. The panel will hear both sides and render its decision within three (3) working days. If the panel directs the restart of the compressed work schedule, the Employer may have up to the end of the following pay period to implement the return of the schedule. Any time the compressed work schedule is terminated with support of the arbitration panel, there will be no effort to restart the schedule for a period of at least six (6) months.

## **ARTICLE XI INCENTIVE AWARDS**

**11.1 Representation.** The Employer and the Union agree that the Incentive Awards Program is essential to the maintenance of a productive workforce and should be fully utilized. One Bargaining Unit Representative shall serve on the Incentive Awards Committee.

**11 .2 Execution.** The awards and suggestions portions of the Incentive Awards Program will be executed in accordance with Department of the Army regulations as set

forth and supplemented locally in Chapter 4, Section 1, NPWOM 690-1-31, as it now exists or is amended.

## **ARTICLE XII LEAVE**

**12.1 Leave Policy.** The provisions of NPWOM 690-1-31, Civilian Personnel Manual, as now written or as revised during the life of this agreement, shall constitute the District leave policy. Subjects treated in NPWOM 690-1-31 are listed below. First line supervisors will make NPWOM 690-1-31 available to employees upon request:

- a. Annual Leave;
- b. Sick Leave;
- c. Leave Without Pay (LWOP);
- d. Absent Without Leave (AWOL);
- e. Military Leave;
- f. Court Leave;
- g. Absence for Maternity/Paternity Reasons; and

h. Administrative Leave/Other Paid Absence. The Employer agrees to consult with the Union before implementing changes to the regulation that will affect bargaining unit employees.

**12.2 Scheduling Leave.** Union officials must obtain the supervisor's approval a reasonable amount of time in advance concerning any Union conference or other business which will require taking either annual leave or leave without pay. Union officials may, at their option, utilize leave without pay in lieu of annual leave for these Union activities; however, the same prior approval requirements prevail.

**12.3 Leave without Pay for Union Representation.** An employee who is selected to serve in the capacity of NFFE Union representative or officer which requires absence from the job may be granted annual and/or leave without pay for a period, normally up to one (1) year, and extensions will be consistent with criteria provided in applicable regulations. Upon return to duty, employees will be restored to a job of like status and pay, subject to applicable regulations.

## **ARTICLE XIII OFFICIAL FACILITIES AND SERVICES**

**13.1 Space.** The Employer agrees to provide meeting area space as designated by management at the District Office on a space available basis, for appropriate Union meetings and activities. Arrangements for space shall be made and cleared through the appropriate space control authority. The Union shall be responsible for policing and restoring the assigned space to its original condition after each meeting. Space will be made available to the Union for private and confidential purposes upon request. The Employer will provide the Union an office space area away from normal work stations and available for use by Union officers and stewards for representational purposes. The following items will be provided to equip the space:

- a. Sign designating such space as the NFFE Union Office.
- b. Electric typewriter with stand.
- c. Lockable filing cabinet.
- d. One work table.
- e. Two chairs.
- f. One unrestricted telephone.

The Union will not be provided a word processor (personal computer) but is authorized use of those in or near representative work areas, if not otherwise in use.

**13.2 Bulletin Boards.** Adequate space for a 12 inches X 18 inches bulletin board will be made available for Union use at each field office location. A 36 inches X 48 inches space will be provided at the District Office. Bulletin boards will be marked "Official NFFE Notices." The posting or distributing of materials relating to partisan political matters or material which reflects on the integrity of any individual or of the Federal Government will not be permitted. Each NFFE Bulletin Board will have posted on it the following statements:

- a. The bulletin board is for the convenience of NFFE, which is solely responsible for its material.
- b. The Employer does not vouch for the accuracy or authenticity of NFFE information, nor does appearance of the material on the board constitute endorsement by the Employer.

**13.3 Lists.** The Employer will furnish a list of all employees in the bargaining unit to the Union at the beginning of each calendar quarter (30-day grace period). Lists will contain name, position, title, grade, and organizational unit for each bargaining unit employee.

**13.4 Internal Mail Service.** The internal mail service of the Employer shall be available for use by the Union. This will include routing throughout the District Office and to all projects. Materials to be mailed will include representational materials and communications with management. Internal mail service will not be for any purpose related to the internal business of the Union [5 U.S.C. 7131(b)]. Facsimile service may be used for communication between Union officers and representatives.

**13.5 Telephone Service.** The Employer will provide telephone (FTS, Microwave) access to the Union as necessary for representational purposes. Employer telephones will not be used for any purpose related to the internal business of the Union (5 U.S.C. 7131(b)).

**13.6 Accessibility of Regulations and Data.** The Employer will furnish on request, to the Union, to the extent not prohibited by law, all regulations and data:

- a. Which is normally maintained by the agency in the regular course of business;
- b. which is reasonably available and necessary for full and proper discussion understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

**13.7 Copying and Reproduction.** Small volume copying jobs may be performed by the Union on agency-owned copying equipment. All material to be produced on Employer-owned, other-agency, or contractor reproduction equipment will be cleared through the Personnel Advisor or his designated representative. Reproduction equipment will be available for reproduction of mutual interest material during periods when machines are not being utilized for official copy work.

## **ARTICLE XIV OFFICIAL TIME**

**14.1 Authorized Use of Official Time.** Union representatives will be authorized to use reasonable and necessary amounts of official time for representational activities, negotiations, and training in accordance with this agreement. A Union representative leaving his work station on matters directly related to employee grievances or appeals shall request written permission from his supervisor to leave, and shall advise the supervisor where he is going and inform the supervisor upon his return. Requests will be made on forms provided by the Union containing the information contained on the sample form below. The request will be granted if, in the opinion of the supervisor, it does not disrupt or delay ongoing work, it is compatible with workload priorities, relates to representational duties, and is of mutual concern to the Employer and the Union. The amount of time spent away from the work station will be reasonable and will be the

minimum essential to conduct business authorized by this Agreement. If permission cannot be granted because of pressing work requirements, the steward will be granted permission as soon as possible thereafter. The steward or local official will obtain permission from the supervisor of the employee(s) to be contacted.

### PERMIT TO LEAVE JOB

Employee's Name \_\_\_\_\_ Date and Time \_\_\_\_\_

Supervisor's Initial \_\_\_\_\_ Departed from Job \_\_\_\_\_

Employee's Destination and Reason \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date and Time \_\_\_\_\_

Return to Work Station \_\_\_\_\_

This form must be returned to supervisor.

No internal Union business will be conducted during duty hours or on official time. Activities concerned with the internal management of the Union may not be conducted within regular work hours of the employee(s) involved. Activities referred to include, but are not limited to, solicitation for Union membership, the collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms, and campaigning for labor organization office.

**14.2 Representational Travel to Remote Projects.** At remote projects where the Union is unable to appoint a steward and representational problems cannot be solved through the use of mail, telephone or other options, the Employer will provide transportation to the remote project.

**14.3 Union-Sponsored Training.** The Employer agrees to grant official time to bargaining unit members who are Union representatives for the purpose of attending Union-sponsored training sessions, provided the training is not related to internal union business and is of mutual benefit. Official time for this purpose will not exceed 40 hours for the Chief Steward and 30 hours for any other Union representative in any calendar year and not more than 160 hours total. A written request for official time will be submitted to the Personnel Advisor for approval two (2) weeks in advance of the proposed training. The request will contain a copy of the course agenda and information about the duration, purpose, and nature of the training.

## ARTICLE XV

## PAST PRACTICES

All past practices not specifically mentioned in this Agreement are incorporated into this Agreement. Past practice is defined as a District-wide condition of employment that is:

a. contrary to or not covered by law, rule, or regulation; or

b. not mentioned in or conflicts with this Agreement. Local past practice issues may be corrected by the Employer following consultation with the Union. The Employer will notify the Union of proposed substantive changes in any established condition of employment that qualifies as a past practice. The Union will be given the opportunity to negotiate such proposed change to the extent they are negotiable until agreement is reached.

## ARTICLE XVI PERFORMANCE STANDARDS AND EVALUATION

**16.1 Purpose.** The Employer and the Union recognize the need for an effective performance appraisal system in which performance standards and expected levels of performance are communicated to the employee in writing and a formal written evaluation of the employee's performance in relation to the established standards is made on at least an annual basis.

**16.2 Procedures.** This Agreement incorporates Department of the Army procedures for the General Performance Appraisal System as reflected in the current NPWOM 690-1-31, Chapter 4, Section 5, and any future modifications required by law or Army regulations.

**16.3 Development of Standards.** Employees will be provided the opportunity to participate in the development of performance standards. Rating supervisors are required to treat employees fairly when identifying major and critical elements.

**16.4 Grievances.** Employees who are dissatisfied with their performance rating or other aspects of the performance appraisal process may file a grievance.

**16.5 Distribution.** The Union will be provided twenty-five (25) copies of Chapter 4, Section 5 of NPWOM 690-1-31. Whenever changes in law, regulations, etc., require that Chapter 4, Section 5 of NPWOM 690-1-31 be modified, copies of the changes will be provided to the Union.

## ARTICLE XVII PRINTING AND DISTRIBUTION

**17.1 Copies.** The Employer will provide copies of the Agreement to the Union for initial distribution to bargaining unit employees.

**17.2 Monthly Listing.** The Union will be provided a monthly listing of new bargaining unit employees by name and organization.

## **ARTICLE XVIII REDUCTION IN FORCE AND OUTPLACEMENT**

**18.1 Policy.** The decision to conduct a reduction in force (RIF) is a management right. Recognizing the Union's interest in protecting and representing employees, management will give the Union an opportunity to negotiate procedures and appropriate arrangements for adversely affected employees.

**18.2 Notification of Union.** The Employer will notify the Union of a proposed RIF as far in advance as practicable. This notification will, to the extent of the information available, state the grade levels and the number of positions abolished, the proposed date, and the reason for action.

**18.3 Procedures.** The Employer will observe OPM regulations (e .g., FPM 330, FPM 351) and appropriate DA and Employer regulations in carrying out a reduction-in-force, and will make the retention register and other germane records available to the Union for review . The Employer will consider such actions as restructuring vacant positions and training for adversely affected employees.

**18.4 Outplacement Program.** The Employer agrees that all existing outplacement programs will be fully utilized for bargaining unit employees who are changed to lower grade or separated as a result of RIF. If the necessary criteria are met, the Employer will request early-out retirement authority from the Office of Personnel Management.

## **ARTICLE XIX RIGHTS AND OBLIGATIONS OF EMPLOYER, EMPLOYEES, AND THE UNION**

**19.1 Nonabridgement.** The provisions of this article shall not nullify or abridge the rights of the Employer or the Union to bargain the impact of decisions involving a retained right and the right to negotiate procedures for implementing such decisions shall not be abridged by anything in this article. If a conflict arises between this agreement and a District directive, the provisions of this agreement will govern.

**19.2 Mutual Obligations.** The Employer and the Union:

a. Will participate in joint labor-management meetings as prescribed in Article I, Consultation and Negotiation.

b. Agree that the goal of the labor-management relations program is to reach satisfactory solutions for mutual problems.

c. A representative of the Union shall be afforded a period of time to be mutually agreed upon to speak to all new unit employees at scheduled group orientation sessions and to provide such employees with an introduction to the role of the Union. The Union representative may not solicit membership during this presentation. The Union may use this opportunity to distribute a copy of this agreement and a current list of the Union officers and representatives.

**19.3 Employees' Rights.** Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by law, such right includes the right:

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

b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees; and

c. the Employer shall, on an annual basis, inform employees of their rights to Union representation as prescribed in 5 U.S.C. 7714(a)(3).

#### **19.4 Union Rights.**

a. The parties recognize the right of the Union to submit written proposals or views to the Employer's MER Officer for consideration when changes on agency procedures are proposed by the agency. The Union does not waive any rights to negotiate, as appropriate.

b. The Employer will recognize representatives of NFFE National Office. The Union will provide the Employer with reasonable advance notice (includes particulars such as, but not limited to, date, time, site, names) that NFFE National Office representative(s) intend to visit the District.

c. Joint labor-management meetings between the President of the Union and the Employer's MER Officer may be scheduled when mutually agreeable for discussion of labor-management relations topics of mutual interest. Such meetings shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to the Labor-Management Relations Program. The Union does not waive any rights to negotiate, as appropriate.

**19.5 Employer Rights.** Law: In the administration of all matters covered by this agreement, the parties and the employees are governed by existing or future laws.

**19.6 Publication.** Publication of Union meeting notices and listings of annual Union election will be published in the District Information Bulletin.

## **ARTICLE XX SAFETY AND HEALTH**

**20.1 General.** The Employer shall provide and administer a comprehensive occupational safety and health program administered in accordance with the requirements set forth in Section 19(a) of the Occupational Safety and Health Act of 1970, Executive Order 12196 and 29 CFR Part 1960 as implemented by EM 385-1-1 (Safety and Health Requirements Manual) and NPWOM 385-1-1 (Safety Operating Procedures) as they exist or are amended. The Employer shall solicit comments and recommendations from the Union when changes are made in safety program requirements that change conditions of employment.

**20.2 Subcommittees.** The Employer will maintain a Safety and Occupational Health Subcommittee and a Health Promotion Subcommittee which will function as prescribed in NPWOM 15-1-1, Appendix A, 15 June 1989. The Union will be represented on each subcommittee by a bargaining unit member, with a district office duty station. A bargaining unit employee, recommended by the Union and approved by the Employer will serve on the Safety and Occupational Health Subcommittee. A bargaining unit member recommended by the Union and approved by the Employer will serve on the Health Promotion Subcommittee. If a Union recommendation is disapproved the Union may submit another name for consideration.

**20.3 Safety Inspections.** The Employer will conduct OSHA compliance inspections of workplaces where bargaining unit employees work. A bargaining unit member approved by the Employer will serve on the inspection team. The Chief Steward of the Union or Project Steward, if designated, will be notified of the bargaining unit member selected. A written inspection report will be provided to the appropriate Union official.

**20.4 Employer Responsibilities.** The Employer:

a. shall furnish to each of his employees employment and a place of employment free from recognized hazards (PL 91-596);

b. shall not require employees to work in surroundings or under working conditions which are unsafe, or dangerous to their health;

c. shall post a notice informing employees of the protections and obligations afforded by OSHA;

d. shall provide initial indoctrination and such continued safety training to enable employees to perform their work in a safe manner;

e. will provide personal protection apparel and safety equipment as required by EH 385-1-1, Safety and Health Requirements Manual.

**20.5 Employee Responsibilities.** Employees are expected to work safely and report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. The Union will support the Employer in implementing the District Safety Program. If an employee persists in violating safety standards, the Union will support the Employer in all attempts to resolve the problem. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health or safety, he or she will report the circumstances to the immediate supervisor. Each individual employee is responsible for complying with applicable safety requirements, wearing prescribed safety equipment, and preventing avoidable accidents and property damage. Items of personal issue shall be inspected regularly and maintained in serviceable and sanitary condition and before being reissued to another person or returned to storage, shall be cleaned, disinfected, inspected, and repaired by the employer.

**20.6 On-the-Job Injury.** Employee entitlements related to on the job injuries are reflected in NPWOM 690-1-31, Chapter 6, Section 10. The entitlements may include:

- a. Medical benefits.
- b. Continuation of pay (up to forty-five (45) days).
- c. Compensation benefit (over forty-five (45) days).
- d. Attendant's allowance.
- e. Schedule awards (for anatomical loss, etc.).
- f. Vocational rehabilitation.
- g. Death benefit.

## **ARTICLE XXI UNION STEWARDS**

Stewards will be members of the bargaining unit. The Union will appoint stewards. The Union and the Employer agree that representational problems will be resolved, if possible, by individuals assigned to the duty station where the problem is identified. At duty stations where no bargaining unit member is available to act as steward, representational activities will be handled telephonically or by mail. When onsite

representation is required, the steward at the nearest duty station will perform representational functions. Only one union representative will be involved in processing a grievance at any time. A list of stewards will be posted on Union bulletin boards and furnished to the Employer. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against any steward because of performance of representation duties.

